

TEACHERS' MASTER AGREEMENT

RED LAKE
July 1, 2023 – June 30, 2025
INDEPENDENT SCHOOL DISTRICT NO. 38
RED LAKE INDIAN RESERVATION
RED LAKE, MN. 56671

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PREAMBLE

The School District and the Exclusive Representative of the Teachers have a common responsibility and that is to provide all the students in the Red Lake School System with the opportunity to have quality education. Through this agreement we, the District and the Exclusive Representative, will endeavor to do this.

ARTICLE I -PURPOSE

This agreement is entered into and between Independent School District No. 38, Red Lake, Minnesota and Education Minnesota-Red Lake Local No. 2007, hereinafter referred to as the Exclusive Representative, the Union, or Local 2007, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA to provide the terms and conditions of employment for teachers for the duration of this agreement.

ARTICLE II - RECOGNITION

In accordance with PELRA, the School District recognizes Education Minnesota-Red Lake Local No. 2007 as the exclusive bargaining representative of teachers employed by the School District. The Exclusive Representative and the School District shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this agreement.

ARTICLE III - DEFINITIONS

SECTION 1. BOARD, SCHOOL BOARD, DISTRICT OR SCHOOL DISTRICT

The words Board, School Board, District, or School District as used in this agreement mean the Board of Education of Red Lake School District No. 38 and/or its designated representative.

SECTION 2. UNION or EXCLUSIVE REPRESENTATIVE

The words "Union" or "Exclusive Representative" as used in this agreement mean Education Minnesota-Red Lake Local No. 2007.

SECTION 3. AGREEMENT

The word "Agreement" as used in this Agreement shall mean the Master Agreement.

SECTION 4. TERMS AND CONDITIONS OF EMPLOYEMENT

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

SECTION 5. TEACHER

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

SECTION 6. OTHER TERMS

Terms not defined in this agreement shall have those meanings as defined by PELRA.

ARTICLE IV - TEACHER'S RIGHTS

SECTION 1. FAIR PRACTICES

In accordance with Board policy, no teacher shall be discriminated against by the district or its designated representative on the basis of race, creed, color, national origin, gender, marital status, or membership in a professional organization.

SECTION 2. RIGHT TO JOIN

Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

SECTION 3. PERSONNEL FILES

Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available to each individual teacher upon his/her 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 therein; provided, however, the School District may destroy such files as provided by law.

SECTION 4. DUES DEDUCTIONS

In accordance with PELRA, the District shall deduct from the teacher's paycheck the dues that the teacher has agreed to pay to his/her designated teacher organization stipulated by a properly submitted dues deduction authorization card. The total amount of dues shall be deducted equally from each paycheck. The district shall reimburse the proper organization beginning with the October payment. Dues deduction shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA.

SECTION 5. FAIR SHARE FEE

The Exclusive Representative shall be authorized to assess fair share fees pursuant to PELRA.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative but not including actions arising solely from the School District's failure to correctly mechanically deduct such fees. Any fair share fee dispute shall not be subject to the grievance procedure.

SECTION 6. RIGHTS TO VIEWS

Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

SECTION 7. MASTER AGREEMENT

A copy of the Master Agreement must be presented to every teacher at the time they are hired by the district and sign their teaching contract. The district will post a copy of the Master Agreement on the District's website.

SECTION 8. TEACHER LIST

On or before September 15 of each year, the superintendent shall issue to the Exclusive Representative a list of all teachers employed by the School District.

ARTICLE V - SCHOOL DISTRICT'S RIGHTS

SECTION 1. INHERANT MANAGERIAL RIGHTS

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

SECTION 2. MANAGEMENT RESPONSIBILITIES

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

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the District and shall be governed by the laws of the State of Minnesota, and the School Board rules, regulations, directives, and orders issued by properly designated officials of the 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. The Exclusive Representative also recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, the United States, rules and regulations of the District, and valid rules, regulations and orders of the State Board of Education and State and Federal government agencies.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

SECTION 1a. 2023-2025 SALARY SCHEDULE

The wages and salaries reflected in Schedules A and B attached hereto shall be part of this Agreement for the 2023-2025 school years. All full-time teachers will be compensated according to the salary schedule in accordance with the terms of this Agreement. Part-time teachers shall be compensated according to the salary schedule proportional to the extent of their employment.

SECTION 1b. STATUS OF SALARY SCHEDULES

In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor agreement is executed.

SECTION 2a. BASE SALARY

Subd. 1 All Tier 1, Tier 2, Tier 3 and Tier 4 licensed teachers will be paid according to the salary schedule in the Master Agreement regardless of their area of study.

SECTION 2b. LANE CHANGE

All credits, in order to be considered for application on the salary schedule, must be approved by the District. The term credits as used herein refers to quarter credits. Credits based on the semester system shall be calculated at 1.5 quarter hours per 1.0 semester credit. In determining placement of a teacher on the appropriate lane the following rules shall apply:

- Subd. 1. Credits must be in the teacher's major field of study or germane to teacher's teaching assignment.
- Subd. 2. Credits required by the State of Minnesota for recertification or those credits required by the District.
- Subd. 3. Credits not covered under Subd. 1 or 2 of this Article must receive prior approval from the District to qualify for lane changes.
- Subd. 4. All credits beyond the bachelor's degree must be graduate credits and carry a grade of "B" or better. If the credits are only offered pass/no pass then a pass grade shall be required.
- Subd. 5. All credits must be taken at an accredited college or university.
- Subd. 6. It is suggested that teachers seek prior approval from the District on all credits. All teachers must seek approval by June 1 for summer session classes, in writing from the district on all credits.

SECTION 3. BASE RAISE

The base raise will apply to all certified teachers even though they may not qualify for a regular increment increase due to stipulations in SECTION 7 of this Article.

SECTION 4. MASTER DEGREE + CREDITS

All credits to be applied to the salary schedule above the Master's Degree shall be earned after the Master's Degree was granted.

SECTION 5. CHANGING LANES

Advancement to a higher lane on the salary schedule will be twice yearly as follows:

- 1. At the regular October meeting of the School Board for all credits earned prior to the start of the school year; and
- 2. At the regular February meeting of the School Board for all credits earned prior to January 15.

To be considered for advancement the teacher must submit an official transcript from the college or university indicating the final grades and credits have been recorded, and in the case of a degree, that all requirements have been completed. Transcripts must be submitted prior to October 1 and January 15 respectively. Lane change requests submitted by October 1 and approved by the School Board shall be retroactive to the beginning of the current school year. Lane change requests submitted by January 15 and approved by the School Board shall be retroactive to January 15 of the current school year.

SECTION 6. PLACEMENT ON SCHEDULE

Subd. 1. All new teachers employed by the district shall be granted credit for actual teaching experience up to three years.

Subd. 2. The District may give such credit for additional years of teaching experience, but in no case would the experience granted exceed 50% of actual teaching experience.

SECTION 7. TUITION REIMBURSEMENT

A teacher shall be reimbursed for tuition and fees up to \$150.00 per semester hour credit for credits earned in any school year provided they meet the requirements of SECTION 2b of this Article, effective only after the 1st Agreement date. Reimbursement will be made by voucher after an official transcript, with the applicable credits listed, is provided to the Superintendent.

SECTION 8. LEAVE OF ABSENCE

Teachers on leave of absence for any reason for more than 50 percent of any school year shall not receive an increment increase for that year.

SECTION 9. VOCATIONAL LICENSURE

Teachers with vocational licensure will be given credit toward lane change for credits given from an accredited vocational/technical college after September 1, 1993. Credits must adhere to the rules in SECTION 2b, Subd. 1,2,3,4 and 6 of this Article.

ARTICLE VII - PART-TIME TEACHERS

SECTION 1. PART-TIME TEACHERS

Teachers who are employed half-time or less shall be eligible for benefits under this Agreement proportional to time of duty. Teachers electing to be covered under the policies in Article IX, SECTION 1, must notify the District in writing. Portions of the premiums not paid by the District shall be deducted from the teacher's pay. Part-time teachers shall not be eligible for District contribution for group insurance while on child care, maternity or paternity leave.

ARTICLE VIII - EXTRA COMPENSATION

SECTION 1. EXTRA-CURRICULAR SALARY SCHEDULE

The wages and salaries reflected in Schedule C, attached hereto, shall be part of this Agreement. Extra-Curricular pay will commence at the beginning of the season (beginning of the employees EC Agreement) and be prorated over the length of the teachers obligation to provide services or may be paid lump sum at the end of the season. Any employee who does not fulfill the Agreement shall be subject to deduction of EC pay from regular salary or recoupment by the District by other means.

SECTION 2. EXTRA-CURRICULAR ASSIGNMENTS

All extra-curricular assignments will be on a separate non-continuing Agreement. Extra-curricular assignments once accepted by the teacher must be continued for the duration of the school year unless released by the Board of Education. Compensation for extra-curricular assignments will be paid in December and May under SECTION E1. SECTION E2, E3, and E4 will be paid as specified.

The District reserves the right to hire non-teachers to fill any position listed on Schedule C so long as such assignments are not otherwise prohibited by law and no teacher may claim a right to continue holding such positions beyond one school term.

SECTION 3. PAY RATE FOR USE OF PERSONAL CAR

Authorized mileage incurred by a teacher using his/her own personal auto in performance of official school business and approved in advance by the building principal or by the superintendent shall be paid at the District's current rate.

SECTION 4. EXTRA CURRICULARS ASSISTANTSHIP VACANCY

If an extra-curricular activity assistantship is not filled or becomes vacant during the year, and another coach or assistant coach is directed to assume responsibility for that position by the District, the coach or coaches assuming such responsibility shall receive compensation according to Schedule C, attached hereto, pro-rated for the remainder of the season.

SIGN-ON INCENTIVE

New employees hired on or after July 1, 2023, are eligible for a \$5000 sign-on incentive. This would apply to discipline areas identified by the State of Minnesota as areas of teacher shortage. In the first year, the new hire would receive \$1000 on the first pay period in October, \$1500 on the first pay period in May, upon returning as a teacher the next school year, the new hire would receive \$1000 the first pay period of October and the final payment of \$1500 the first pay period in May. This provision shall sunset on June 30, 2025.

ARTICLE IX - BENEFITS

SECTION 1. PREMIUM CONTRIBUTIONS

The District shall contribute the following maximum amounts for each teacher employed by the School District who qualifies for and is enrolled in the District's group plans for health and hospitalization, dental care, life insurance and long-term disability, as follows.

Subd. 1 - Unit members hired on or before May 10, 2016

- a. Health and Hospitalization: The District will pay the full cost of a single or family health plan.

Unit members may, at their choice participate in one of the following health plans:

- 1) Plan CDHP 830 – VEBA with a health reimbursement arrangement or,
 - 2) Plan CDHP 870 – VEBA with a health reimbursement arrangement and health savings account or,
 - 3) Plan Minimum Value – VEBA with a health reimbursement arrangement and health saving account.
- b. Dental Insurance: The District will pay the full premium cost of a single or family health plan.
 - c. Life Insurance Group Term in the amount of \$50,000: The District will pay the full premium cost.
 - d. Long-term Disability Insurance: The District will pay the full premium cost.

Subd. 2 – Unit members hired on or after May 11, 2016

- a. Health and Hospitalization: The District will pay the full cost of a single health plan.

Unit members may, at their choice participate in one of the following health plans:

- 1) Plan CDHP 830 – VEBA with a health reimbursement arrangement or,

- 2) Plan CDHP 870 – VEBA with a health reimbursement arrangement and health savings account or,
- 3) Plan Minimum Value – VEBA with a health reimbursement arrangement and health saving account.

If a unit member elects family coverage, any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

- b. Dental Insurance: The District will pay the full premium cost of a single or family health plan.
- c. Life Insurance Group Term in the amount of \$50,000: The District will pay the full premium cost.
- d. Long-term Disability Insurance: The District will pay the full premium cost.

The District will pay applicable benefit premiums through the end of the month in which the teacher severs employment.

SECTION 2. ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT

Subd. 1. Establishment of VEBA: Effective July 1, 2008, Employer shall make available a VEBA Plan and Trust described in summary to all qualified bargaining unit members (and eligible retirees) who exercise their option to enroll in the high deductible health insurance program offered in Article IX, SECTION 1. Employer and employees (and eligible retirees) assent to and ratify the appointment of the trusts and plan administrator for the VEBA Plan and Trust identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under SECTION 501(c)(9) of the Internal Revenue Code.

If the Employer maintains a cafeteria plan with a health flexible spending account (an "FSA"), the Employer will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Article IX, SECTION 1.

Subd. 2. Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees and eligible retirees described in Summary.

Subd. 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the Employer. Administrative fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid: from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the account. Administrative fees allocable to the individual accounts of retirees shall be paid by the Employer. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Subd. 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees and Eligible Retirees:

Clause 1. Contributions to the Active Employees' and Eligible Retiree's Plan:

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members (and eligible retirees) in accordance with the following schedule:

- 80% of the deductible for each qualified employee (and retiree) who elects single coverage under the group health plan described in Subdivision 5.
- 80% of the deductible for each qualified employee (and retiree) who elects family coverage under the group health plan described in Subdivision 5.

Clause 2. The contribution will be made on a quarterly basis over the VEBA Plan year.

Clause 3. If a qualified bargaining unit member (or retiree) enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution.

Clause 4. All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Article IX, SECTION 1.

Subd. 5. High Deductible Health Plan: Employer shall make available a high deductible health plan (CHDP 830, CHDP 870 or Minimum Value Plan to all qualified bargaining unit members (and eligible retirees) who elect to participate in said plan.

The Life Insurance plan, the total benefit available may be reduced for teachers between the ages 64 and 70 according to the schedule provided in the certificate of insurance.

The Long Term Disability plan, the district shall provide a long-term disability insurance program for each eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy, for administration.

SECTION 2. DEDUCTIONS FROM SALARY:

Upon the request of the teacher, any additional premium cost not paid by the District shall be borne by the teacher and paid by payroll deduction.

SECTION 3. CLAIMS AGAINST THE SCHOOL DISTRICT:

It is understood that the District's only obligation is to purchase insurance policies and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

SECTION 4. 403b MATCHING CONTRIBUTION:

The Board of Education shall implement a 403b Plan effective July 1, 2002 and amended July 1, 2007. The 403b Plan will be only for those members who commence employment after March 1, 1989. Participants in the Plan shall receive matching contributions, monthly from the District, according to the following schedule. Commencing July 1, 2007 the District shall deduct from any participating member's Severance Pay (see Article XIII, SECTION 5), matching amounts in excess of \$100 but not exceeding \$400 monthly.

Those members who are less than 1.0 FTE (full-time equivalent) will be paid matching funds at the percent

of their FTE.

Member Monthly Contribution	District Matching Contribution
\$1-100	\$1-100*
\$101- \$400	\$101- \$400**

*Matching amounts of \$100 or less are not deducted from member's Severance Pay.

**Matching amounts greater than \$100 shall be deducted from member's Severance Pay.

Subd.1. Approved 403b vendors; The parties agree that the following vendors will be allowed to provide 403b plans/services for teachers: Oppenheimer Funds, VALIC, New York Life Insurance Company, Edward Jones 403b ASP, Great American (GALIC), Franklin Templeton Investors Services, ESI Education Minnesota, Ameriprise Financial Services, Inc., Thrivent Financial. The parties agree that at no time shall the number of vendors be less than five (5) nor exceed twelve (12). To add a new vendor, there must be at least five (5) teachers who wish to use the vendor. Once a vendor is established, if the number of active participants is three or less, no new participants will be added.

ARTICLE X - LEAVE OF ABSENCE

SECTION 1A. SICK LEAVE DAYS EARNED

Subd. 1. Sick leave for a teacher shall be 100.75 hours per year, with accumulated days unlimited, without loss of pay for any of the following reasons: Personal illness of the teacher; child birth, if a certificate from the teacher's physician is provided to the District stating the time needed before and after delivery. An employee may use personal sick leave benefits provided by the employer to be used at any time for absence caused by illness, injury, medical and dental appointments, or attendance upon a seriously ill spouse, sibling, parent, stepparent, grandparent, child, adult child, step child, foster child, grandchild or anyone in the employee's household, or any other relative or non-relative who stands in the same relationship with the teacher. Any employee desiring to use sick leave must personally notify his/her supervisor or designee immediately prior to taking such leave. Sick leave may be taken in increments of 15 minutes. The sick leave provided for herein shall be deemed earned for all full-time teachers only beginning on the first day of the school year, should a teacher's employment in the School District be severed for any reason prior to the end of the school year, leave under this SECTION shall be subject to recoupment by the School District proportional to the extent of service that year by means of payback deduction or otherwise.

Subd. 2. At the end of a school year, teachers who have an unused accumulated sick leave balance in excess of 1325.25 hours, may sell the excess hours to the District at 65% of the teacher's individual hourly rate. This payment will be deposited in the individual teacher's VEBA account by September 1st of that calendar year.

SECTION 1B. MISUSE OF SICK LEAVE

If the School Board feels that an employee may have been misusing his or her sick leave they may require a meeting with that employee. If the misuse of sick leave is substantiated at this meeting the School Board may require a doctor's certification for future sick leave requests for that school year. The right of the District to require physician certification in this SECTION is in addition to its right to discipline employees for misuse of sick leave in any manner not inconsistent with applicable laws.

SECTION 1C. BEREAVEMENT LEAVE

Up to 38.75 hours of non-accumulating bereavement leave shall be allowed each fiscal year. Any additional days granted by the superintendent shall be deducted from the employee's accumulated sick leave. This leave may be used to attend funerals of family and those persons of significant

relationship.

SECTION 1D. WELLNESS INCENTIVE

Employees who limit their use of sick leave during the fiscal year shall receive the following stipend, which will be paid in the last pay period in June of each year:

Number of Sick Leave Days Used During the Fiscal Year	Stipend Amount
0-7.75 hours used =	\$400.00
7.76-15.5 hours used =	\$300.00
15.51-23.25 hours used =	\$200.00
More than 23.26 hours used =	\$0.00

SECTION 2. PERSONAL LEAVE

Subd. 1. Each teacher shall be afforded 15.5 hours of leave each year with pay for emergency, personal, legal, business, household or family matters which require absence during school hours and cannot be attended to when school is not in session. Application to the superintendent or supervisor will be made at least one day before taking such leave (except in case of emergencies). Leave may not be taken on the day prior to or following a regular calendar school vacation, nor on the first or last day of the school year, except in case of emergency or superintendent's approval. Additional days without pay may be taken if necessary. Personal leave may be taken in increments of 15 minutes.

Subd. 2. The teacher, after being in the district for five years, may accumulate the unused hours to a maximum of 38.75 hours.

SECTION 3. UNPAID ABSENCE

For absences not included in allowable leave, full pay will be deducted for days absent, with the School District paying the substitute. The pay deducted for absences will be 1/171 of the yearly pay for each day lost.

SECTION 4. NOTICE TO ADMINISTRATION

Teachers shall notify the principal or administration as soon as possible or by the time set by his/her supervisor in charge. Every effort will be made to provide substitutes for all regular and special teachers.

SECTION 5. SABBATICAL LEAVE

To be eligible for sabbatical leave, an individual must have taught for seven full years in the Red Lake Public School. The proposed program of study or travel must be approved in advance by the Board.

Subd. 1. Sabbatical leave for study shall be limited to individuals centering their study in their area of major concentration and should not be used for re-training in a new area unless at the request of the administration.

Subd. 2. The allowance granted to a teacher on sabbatical leave shall be based on one-half the Agreement salary of the individual for the school term during which the leave takes place. For periods less than one year, allowance shall be pro-rated. The teacher shall remain eligible to participate in group insurance plans provided by the District.

Subd. 3. A teacher who is granted a sabbatical leave must pledge himself/herself to teach in the Red Lake Public Schools for two full years following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the two years, he/she shall pay back to the School District a pro-rata of the sabbatical leave allowance and insurance premiums paid by the District during the leave.

SECTION 6. MINNESOTA PARENTAL LEAVE

All unit members may take up to 12 weeks of unpaid leave upon the birth or adoption of their child when:

1. They work for a company with 21 or more employees;
2. They have been with the company for at least 12 months;
3. They worked at least half time during the past 12 month

Paid leave, including sick leave and/or vacation/personal leave may be used to reduce the amount of unpaid parental leave, but the total leave (parental plus paid) is not more than 12 weeks.

SECTION 7. PROFESSIONAL LEAVE

Upon the approval of the superintendent in advance, all full-time teachers in the School District may take 15.5 hours off to attend professional meetings with pay. The reasonable expenses of attending these meetings may be paid by the School District provided the meetings relate to the in-service training program of the School District. Such meetings shall not apply to the regular state Education Minnesota conventions. The reasonableness of the expenses will be determined in accordance with Board policy.

SECTION 8. UNION LEAVE

The superintendent shall grant a designated representative or representatives of the Exclusive Representative a total of 93 hours (46.5 hours with pay plus 46.5 hours more with the Exclusive Representative paying the substitute) to maintain and administer the Agreement and for the Representative Convention. The Exclusive Representative will be limited to sending a maximum of two delegates to the Representative Convention. The president shall notify the superintendent two days prior to the necessity of such leave.

SECTION 9. JURY DUTY

Subd.1. The School District shall grant a teacher time off for jury duty. The teacher will refund to the District any wage compensation paid by the Court. There will be no pay or time loss charged to the teacher.

Subd. 2. Such items such as subsistence, travel, or other expense allowance shall not be included in determining pay refunded to the School District.

SECTION 10. WORKER'S COMPENSATION

An employee of the Board, injured while performing his/her duties, is protected by the Worker's Compensation Policy.

Subd. 1. In the event that an employee is injured while at work and as a consequence of said injury receives Worker's Compensation, the injured worker shall be paid that portion of his/her salary which equals the difference between the employee's Worker's Compensation check and the employee's

regular salary for a period not to exceed ninety (90) teaching days.

Subd. 2. During this period when an employee is entitled to both Worker's Compensation and the difference between Worker's Compensation and the employee's regular pay, there shall be no deduction made from sick leave allowance, credited to such employees. In all cases where Worker's Compensation does not apply the employee's absence will be treated as under the sick leave provisions of this Agreement. For the purposes of this SECTION, the following terms have the meaning given to them in this subdivision.

ARTICLE XI - TEACHER TRANSFER

SECTION 1a. VOLUNTARY TRANSFER

The School District and the Exclusive Representative agree that it is desirable, in making assignments, to consider the interests and aspirations of the teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the superintendent and one (1) copy of which shall be filed with the Exclusive Representative and one (1) copy of which shall be filed with the Board. The request shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed once each year to assure active consideration by the Board.

Whenever a vacancy or new position arises, the District shall give reasonable notice to the teaching staff. A three day advertisement in the district's official newspaper shall be deemed reasonable notice. In addition one registered letter shall be sent to the Exclusive Representative or a group email shall be sent out to certified staff members. Applicants not employed in the District shall not be hired until ten calendar days have elapsed from the last day of the advertisement in order to give teachers in the District an opportunity to apply.

SECTION 1b. VOLUNTARY TRANSFER EFFECTIVE DATE

To expedite the hiring process for new teachers to the District, the ten calendar days in SECTION 1A will not be in effect each year between July 15 through September 15. This does not preclude a teacher from requesting a transfer, nor the District from granting a request of transfer.

SECTION 2. INVOLUNTARY TRANSFER

Should it be necessary to reassign or transfer any certified employee for any reason, the transfer will first be offered to the qualified employee with the most seniority. The employee shall have the option to accept the transfer or decline. If declined, the transfer shall be offered to the next ranking certified and on down. If all preceding employees decline then the least senior qualified employee shall be obligated to take the transfer.

ARTICLE XII - HOURS OF SERVICE

SECTION 1. BASIC DAY

Subd. 1. Teachers shall be in their classroom or assigned locations for a total of a continuous 7 hours and 45 minutes (inclusive of lunch) per day between the hours of 7:45 A.M. to 4:00 p.m.

Subd. 2. A limited number of teachers may have a workday between 7:45 am and 5:30 pm in order to accommodate the needs of non-traditional programs. The hours of the workday will be continuous and inclusive of lunch. This schedule will be mutually agreed upon by the district and the teacher. When mutually agreed upon, the district and the teacher are afforded flexibility to schedule the work time during a fiscal year. The mutual agreement needs to be reviewed at the

conclusion of each school year. Prior to the start of the next school year the teacher and the district will mutually agree to a schedule for the upcoming school year. Mutual agreements need to be shared with the exclusive representatives. If no agreement is reached the schedule in place will remain through the duration of the Master Agreement.

SECTION 2a. PREPARATION TIME

A teacher shall be granted not less than 45 minutes or more than 60 minutes of prep time per day based on the individual building's schedules- the preparation time may be scheduled in one uninterrupted time period or two uninterrupted time periods. In the event of an early release or late start for students due to an event, emergency or disruption to any part of the day, prep can occur outside student contact time.

SECTION 2b. DUTY FREE LUNCH

Teachers will have a thirty (30) minute duty free lunch at midday.

SECTION 3. SUPERVISION

Teachers will be expected to accept morning, noon and after-school duty supervision on a rotational basis. Teachers accepting noon cafeteria lunch duty shall be granted a free lunch. All teachers eating school lunch who are not specifically assigned to lunch or noon duty supervision shall pay for their meal per district employee handbook.

SECTION 4. TEACHER OBSERVATION

Subd. 1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Formal evaluation of a teacher shall be conducted with 24 hours advance notice to the teacher except that once per year each teacher may be formally evaluated without advance notice. In any school year during which an unannounced formal evaluation is used, a formal evaluation with 24 hours' notice must also be performed. Informal monitoring or observation does not require advance notice.

Subd. 2 A teacher will be given a copy of any written material to be placed in his/her personnel file which is generated from a formal evaluation or informal observation.

Subd. 3 Nothing in this SECTION shall be construed to prevent the placement of material in a teacher's file whether an observation is formal or informal.

Subd. 4 Any material to be placed in a teacher's personnel file will be discussed with the teacher prior to it being so placed.

SECTION 5. DUTY DAYS

Teachers will perform services as follows:

- Contract duty days: 171
- Student contact days: 166
- Fall workshop: 2
- Fall Parent/Teacher Orientation: 1 day (adjust the 7-hour 45 minute day)
- Fall Parent/Teacher conference: ½ day (evening)
- Winter Parent/Teacher conference: ½ day (evening)
- Spring Workshop 1 day

SECTION 6. CLASS OVERLOAD ASSIGNMENTS

Subd. 1 Should the District need a unit member to teach an overload assignment (which is a teaching assignment that exceeds the established number of instructional minutes per day); and it is mutually agreed upon by the district and the unit member; and is facilitated with the exclusive representative committee, the unit member will be paid additional pro-rata compensation for each day of the overload assignment.

Subd. 2 The pro-rata formula will be determined as follows: (Teacher daily rate of pay/number of regular instructional minutes per day) * number of minutes per day of overload assignment * number of overload assignment instructional days.

SECTION 7. CONTRACT EXTENSION

Should the District need to extend the contract of a unit member; and it is mutually agreed upon by the district and the unit member; and is facilitated with the exclusive representative committee, the District will compensate the unit member at their individual daily rate of pay.

ARTICLE XIII - SEVERANCE PAY

SECTION 1. ELIGIBILITY

A maximum of five full-time teachers per year who have completed fifteen (15) years of service with the District and who are a minimum of 50 years of age shall be eligible for severance pay pursuant to the provisions of this Article. Teachers granted severance benefits under this SECTION in any year shall be based on seniority in the District. At the discretion of the District, additional teachers may be granted severance benefits under this SECTION. Severance pay shall not be granted to any teacher discharged by the District.

SECTION 2. APPLICATION

This Article shall apply only to teachers whose service has been full time, as defined by this Agreement.

SECTION 3. SEVERANCE AMOUNT

Eligible teachers shall receive an amount representing unused accumulated sick leave up to a maximum of one year's pay.

SECTION 4. RATE

In applying these provisions, a teacher's daily rate of pay shall be the basic rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

SECTION 5. PAYMENT

Subject to IRS regulations and Minnesota State Statutes, the District will make payment of an amount equal to the value of the employee's severance pay, reduced by qualifying 403(b) matching contributions made by the District per Article IX, SECTION 4, upon retirement. Payments shall be made directly into the retiree's VEBA account.

Subd. 1 Contribution limits: In accordance with Minnesota statute and IRS regulations concerning a retiree's severance conversion to a VEBA, the District shall deposit an amount

in agreement with the IRS's regulation on an individual's maximum contribution limits.

Subd. 2 Payment:

- a. The District shall make this payment into a retiree's VEBA account the first week of January in the year following the employee's retirement.

Subd. 3 Beneficiaries

- a. If a retiree should die before the severance is paid out, the remaining payments shall be paid to the retiree's VEBA, until such time as the remaining balance is paid.

SECTION 6. APPLICATION AND REIMBURSEMENT

To be eligible for the benefits of this Article a teacher must submit a written request for severance pay and notice of intention to resign from active teaching service prior to March 1 of the school year at the end of which the resignation will take place and cooperate with the School District in the execution and submission of any forms which may be necessary for the School District to obtain any reimbursements available from the State. Actual written resignation must be received no later than March 1. Provided however, that the March 1 deadline shall be extended for any teacher who receives notice from the District of a proposal to place him/her on unrequested leave of absence to 21 days after receipt by the teacher of a notice proposing to place him/her on unrequested leave of absence. Any reimbursements obtained from the state shall be the property of the School District to offset the cost of this Article.

SECTION 7. BOARD DISCRETION

In its sole discretion and for the good cause shown by the teacher, the Board may allow a retiring teacher severance pay under this Article even though the time requirements imposed by SECTION 6 of this Article have not been met.

SECTION 8. EARLY RETIREMENT

The Board will pay in full the premium for a medical insurance plan for each teacher that is granted early retirement upon submission of written resignation accepted by the Board. The teacher must have completed at least fifteen (15) years of service within Independent School District #38 and be at least 50. Upon request of the teacher said plan will be single or family and will be paid each year until the person becomes eligible for Medicare. Said plan will be the same plan negotiated in the Agreement for 1991-93. Only those teachers who commenced employment by the District as a teacher prior to March 1, 1989 are eligible for benefits under this SECTION.

SECTION 9. LIFE AND DENTAL CONTINUATION

Teachers retiring shall be eligible to remain in the existing group Life Insurance and Dental Insurance program, if permitted by law and the company. To qualify for and to maintain this eligibility the teacher must notify the District in writing and must pay all premiums.

ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS:

For the purposes of the Article the words defined in this part have the meanings given them.

Subd 1. "Bureau" means the Bureau of Mediation Services.

Subd 2. "Days" means calendar days exclusive of Saturday, Sunday or district holidays.

- Subd 3. "Employee" means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.
- Subd 4. "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1. If no contract exists between the exclusive representative and the employer, "grievance" means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.
- Subd 5. "Non-probationary" means an employee who has completed an initial probationary period required as a part of the public employer's employment process.
- Subd 6. "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.
- Subd 7. "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under this Article is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

SECTION 2. COMPUTATION OF TIME

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

SECTION 3. STEP ONE

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

SECTION 4. STEP TWO

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

SECTION 5. STEP THREE

If the grievance is not resolved under step two, the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by step two was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five

days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

SECTION 6. ARBITRATION

Subd 1. Referral to arbitration.

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

Subd 2. Selection of arbitrator.

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

Subd 3. Arbitrator's authority

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

Subd 4. Arbitration expenses

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

Subd 5. Transcripts and briefs

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

SECTION 7. PROCESSING OF GRIEVANCES

Subd 1. Release time. To the fullest extent feasible, the processing of grievances under shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant

to whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

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

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

SECTION 8. ELECTION OF REMEDIES AND WAIVER

A party instituting any action, proceeding or complaint in a federal, tribal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the right to pursue it further shall be immediately waived. This SECTION shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XV - SENIORITY

SECTION 1. SENIORITY CALCULATION AND LIST

Subd. 1. Seniority shall start the day upon board approval date and shall be the length of continuous service of a teacher in the school system. Continuous service shall be determined in reference to unbroken service to the District and with reference to the SECTIONs of this Agreement pertaining to leaves of absence. Teachers who were employed in districts later annexed in forming Independent School District #38 shall use their service in these districts in computing seniority, providing their service, thus computed, has been continuous as described in this SECTION.

Subd. 2. A list shall be maintained by the School District showing the seniority of each member of the bargaining unit, by school system. Such a list shall be made available to the Exclusive Representative on or about October 15th of each year. The Administration shall provide this roster to the Exclusive Representative.

Subd. 3. In the case of a teacher seniority tie, the tiebreaker will go to the teacher with the lower file folder number.

SECTION 2. UNREQUESTED LEAVE OF ABSENCE

The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Subd 1. The board may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed;

Subd 2. Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were

employed by the school district. In the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed is negotiable;

Subd 3. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Subd 4. Notwithstanding the provisions of Subd 2, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field. The provisions of this paragraph do not apply to vocational education licenses;

Subd 4. Notwithstanding paragraphs Subds 1, 2, 3, and 4, if the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights, the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority, or the restriction imposed by the provisions of Subd 4 would place the district in violation of its affirmative action program, the district may retain the probationary teacher, the teacher with less seniority, or the provisionally licensed teacher;

Subd 5. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year is negotiable;

Subd 6. Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board within 30 days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the board;

Subd 7. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave;

Subd 8. The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service;

Subd 9. The unrequested leave of absence of a teacher who is placed on unrequested leave of absence and who is not reinstated shall continue for a period of five years, after which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the board by April 1 of any year a written statement requesting reinstatement;

Subd 10. The same provisions applicable to terminations of probationary or continuing contracts in subdivisions 5 and 7 of M.S. 122A.40 must apply to placement on unrequested leave of absence;

Subd 11. Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

ARTICLE XVI - DRUG AND ALCOHOL TESTING

SECTION 1. PURPOSE:

The School District and Education Minnesota-Red Lake recognize the importance of a work and educational environment free of drug and alcohol use. In particular, the parties recognize the importance of a safe, healthy and productive work and learning environment, as well as teachers' influence as role models for students.

SECTION 2. APPLICABLE LAW AND POLICY:

The drug and alcohol testing provisions of this Article are intended to comply with the Minnesota Drug and Alcohol Testing in the Workplace Act ("DATWA"), Minnesota Statutes §§181.950-181.957 and the School District's previously adopted Drug and Alcohol Testing Policy No. 416. The definitions and provisions in DATWA and Policy No. 416 are applicable to testing conducted under this Article.

SECTION 3. REASONABLE SUSPICION TESTING:

Teachers and other employees in the bargaining unit are subject to reasonable suspicion testing pursuant to the School District's Drug and Alcohol Testing Policy No. 416.

"Reasonable suspicion" is an articulable basis for forming a belief based on specific facts and rational inferences drawn from those facts, that the employee:

- (1) is under the influence of drugs or alcohol;
- (2) has violated written work rules regarding the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on School District premises or operating a School District vehicle, machinery or equipment;
- (3) has sustained a personal injury at work, or has caused another employee to sustain a personal injury; or
- (4) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident.

SECTION 4. RANDOM TESTING

- A. Teachers and other employees in the bargaining unit are deemed subject to drug and alcohol testing on a random basis.
- B. The School District shall have the right to require up to fifty percent (50%) of all bargaining unit employees submit to random drug and/or alcohol testing each school year. The School District shall use a scientifically valid method to select employees for testing, such as use of a random-number table, or a computer-based random number generator match to a specific employee number.
- C. Random drug testing will occur on a teacher contract day, during teacher contract hours and in the teachers' assigned building.

SECTION 5. RANDOM SELECTION:

There will be an equal probability that any employee in the bargaining unit subject to the selection mechanism will be selected; and the School District will not have any discretion to waive the selection of any employee or add to employees selected under the mechanism.

SECTION 6. TREATMENT PROGRAM TESTING:

The School District may require an employee to undergo drug and alcohol testing if the employee has been

referred by the School District for chemical dependency treatment or evaluation, or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be required to undergo drug and alcohol testing without prior notice during the evaluation treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

SECTION 7. TESTING REQUIREMENTS:

The substantive and procedural requirements for testing and confirmatory testing as set forth in the School District's Drug and Alcohol Testing Policy No. 416, shall apply to employees tested under this Article.

SECTION 8. CONSEQUENCES FOR REFUSING TESTING:

An employee who refuses to undergo drug and alcohol testing based on reasonable suspicion, random testing or treatment program testing may be subject to disciplinary action, up to and including immediate discharge, except as limited in SECTION 9.

SECTION 9. FIRST POSITIVE TEST:

The School District may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee, unless the following conditions have been met:

- (a) The School District has given the employee an opportunity to participate in, or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the School District after consultation with a certified chemical abuse counselor, or a physician trained in the diagnosis and treatment of chemical dependency; and
- (b) The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

SECTION 10. PRIVACY, CONFIDENTIALITY, AND PRIVILEGE:

The privacy, confidentiality and privilege safeguards set forth in the School District's Drug and Alcohol Testing Policy No. 416 apply to testing pursuant to this Article.

SECTION 11. NOTICE AND POSTING:

A copy of this Article and the School District's Drug and Alcohol Testing Policy No. 416 shall be distributed to all affected employees on an annual basis and to all applicants upon hire. Employees will be expected to acknowledge receipt of notice in a form adopted by the School District. The School District shall also post notice in an appropriate and conspicuous location on School District premises that it has adopted a Drug and Alcohol Testing Policy and that copies of the policy are available for inspection during regular business hours in the District's personnel office or other suitable locations.

SECTION 12. GRIEVANCE PROCEDURE:

Actions taken pursuant to this Article shall be subject to the grievance procedure in Article XIV.

ARTICLE XVII - DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS:

This Agreement shall remain in full force and effect for a period commencing July 1, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to PELRA.

SECTION 2. PROVISIONS CONTRARY TO LAW

If any provision of this Agreement is or shall, at any time, be contrary to law, then such provision shall not be applicable or performed or enforced and substitute action if any shall be subject to appropriate consultation between the parties.

SECTION 3. PROVISIONS CONTRARY TO LAW

In the event that any provision of this Agreement shall be contrary to law all other provisions of this Agreement shall continue in effect.

SECTION 4. PROHIBITION TO REOPEN AGREEMENT

Any matters relating to current Agreement term whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

2023-2025 EXTRA-CURRICULAR ACTIVITIES SCHEDULE

Payment for all extra-curricular activities shall be according to this schedule and on a separate contract from the regular teaching contract. New programs or additional programs begun during the year will be paid at a rate agreed upon by the District and the teacher depending upon the length of the program involved.

Section A. Boys Athletic Director, Girls Athletic Director

Years of Experience	0	\$4100	8	\$5700
	1	\$4300	9	\$5900
	2	\$4500	10	\$6100
	3	\$4700	11	\$6300
	4	\$4900	12	\$6500
	5	\$5100	13	\$6700
	6	\$5300	14	\$6900
	7	\$5500		

Section B. Football, Baseball, Softball, Volleyball

Section B		<u>Head</u>		<u>Assistant</u>
Years of Experience	0	\$ 3,400.00	0	\$ 2,600.00
	1	\$ 3,600.00	1	\$ 2,800.00
	2	\$ 3,800.00	2	\$ 3,000.00
	3	\$ 4,000.00	3	\$ 3,200.00
	4	\$ 4,200.00	4	\$ 3,400.00
	5	\$ 4,400.00	5	\$ 3,600.00
	6	\$ 4,600.00	6	\$ 3,800.00
	7	\$ 4,800.00	7	\$ 4,000.00
	8	\$ 5,000.00	8	\$ 4,200.00
	9	\$ 5,200.00	9	\$ 4,400.00
	10	\$ 5,400.00	10	\$ 4,600.00
	11	\$ 5,600.00	11	\$ 4,800.00
	12	\$ 5,800.00	12	\$ 5,000.00
	13	\$ 6,000.00	13	\$ 5,200.00
	14	\$ 6,200.00	14	\$ 5,400.00

Section C. Boys' Track, Girls' Track, Cross Country, Boys' & Girls' Golf, Danceline, Soccer

Section C		<u>Head</u>		<u>Assistant</u>
Years of Experience	0	\$ 2,800.00	0	\$ 2,200.00
	1	\$ 3,000.00	1	\$ 2,400.00
	2	\$ 3,200.00	2	\$ 2,600.00
	3	\$ 3,400.00	3	\$ 2,800.00
	4	\$ 3,600.00	4	\$ 3,000.00
	5	\$ 3,800.00	5	\$ 3,200.00
	6	\$ 4,000.00	6	\$ 3,400.00
	7	\$ 4,200.00	7	\$ 3,600.00
	8	\$ 4,400.00	8	\$ 3,800.00
	9	\$ 4,600.00	9	\$ 4,000.00
	10	\$ 4,800.00	10	\$ 4,200.00
	11	\$ 5,000.00	11	\$ 4,400.00
	12	\$ 5,200.00	12	\$ 4,600.00
	13	\$ 5,400.00	13	\$ 4,800.00
	14	\$ 5,600.00	14	\$ 5,000.00

Section D. Boys Basketball, Girls Basketball, E-Gaming and Robotics

Section D		<u>Head</u>		<u>Assistant</u>
Years of Experience	0	\$ 4,000.00	0	\$ 3,200.00
	1	\$ 4,200.00	1	\$ 3,400.00
	2	\$ 4,400.00	2	\$ 3,600.00
	3	\$ 4,600.00	3	\$ 3,800.00
	4	\$ 4,800.00	4	\$ 4,000.00
	5	\$ 5,000.00	5	\$ 4,200.00
	6	\$ 5,200.00	6	\$ 4,400.00
	7	\$ 5,400.00	7	\$ 4,600.00
	8	\$ 5,600.00	8	\$ 4,800.00
	9	\$ 5,800.00	9	\$ 5,000.00
	10	\$ 6,000.00	10	\$ 5,200.00
	11	\$ 6,200.00	11	\$ 5,400.00
	12	\$ 6,400.00	12	\$ 5,600.00
	13	\$ 6,600.00	13	\$ 5,800.00
	14	\$ 6,800.00	14	\$ 6,000.00

Section E.1 Advising Students, Clubs and Supervision of Students

High School Annual Advisor	\$3800 by May 15 / \$1900 after May 15
Elementary Annual Advisors	\$1550 by May 15 / \$775 after May 15
Middle School Annual Advisor	\$2300 by May 15 / \$1150 after May 15
Department Heads	\$1800
Class Advisors: Junior/Senior	\$2300
Class Advisors: Others	\$1800
Club Advisors (Preapproval required by Board)	\$1800 (Minimum 32 hours or 16 hours ½ pay)
Student Council – High School & Middle School	\$2300
Student Council – Elementary	\$1800
Speech Contest Director	\$2000
Danceline: Middle School	\$200 per week (Max. of 12 weeks)
Danceline: Middle School Assistant	\$150 per week (Max. of 12 weeks)
Danceline: Elementary	\$200 per week (Max. of 12 weeks)
Danceline: Elementary Assistant	\$150 per week (Max. of 12 weeks)
School Paper - \$225 per paper up to	\$2250
National Honor Society	\$1800
One-Act Play	\$1800
Dance/Bus Chaperone	\$100.00 per event
Overnight Chaperone	\$150.00 per night

Section E.2. After School Educational Programs

Homebound Instruction	Teachers individual hourly rate
Play Unified Sports/Activities	Teachers individual hourly rate
Drivers Training	Teachers individual hourly rate
Adult Education	Teachers individual hourly rate
ECFE	Teachers individual hourly rate
Extended School Year (Special Education)	Teachers individual hourly rate
Band, Pep Band, Concerts, After School Supervision	\$1,500

Section E.3. Substitute Teaching/Workshops

Contract Teacher Sub Coverage (when a teacher and building administrator mutually agree that the teacher will cover a full class for a colleague when the district is unable to find an outside substitute teacher to cover for the absence.) Full day: greater than 3.5 hours \$245; Half day: less than or equal to 3.5 hours \$122.50

Contract Teacher Re-assignment: When a teacher and building administrator mutually agree that the teacher will perform the teaching assignment other than their own teaching assignment. Full day: greater than 3.5 hours \$100; Half day: less than or equal to 3.5 hours \$50

Lost Prep Time: When a teacher and building administrator mutually agree that the teacher will cover a full class for a colleague during their prep. The teacher will be compensated at the teacher's individual hourly rate of pay.

Approved Workshop/In-service (in addition to the school \$200.00 per day

Calendar – per day)

Summer School	Teachers individual hourly rate
Teachers conducting workshops beyond contract hours	Daily rate of pay for that teacher

Section E.4. Misc. Compensation

Site/School Leadership Team	\$2700
Responsive/Developmental Design Coach	\$1800
National Board Certification for Psychologist, & Speech Pathologist (to be paid in lump sum at mid year)	\$5000
National Board Certification for General Classroom Teacher (to be paid in lump sum at mid-year)	\$750
Instructional Coaches	\$1800
Dean of Students rate	1 hour per contract day at Teachers individual hourly rate
Special Education Lead Teacher	\$2800
Mentor (1 st year)	\$1500
Mentor (2 nd year)	\$750
Mentee (1 st year)	\$950
Mentee (2 nd year)	\$475

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties executed this agreement as follows:

For Education Minnesota-Red Lake

Huxh FMW Dawn Kline
President

Sarah L Stearns
Secretary

Heidi Bahr
Chief Teacher Negotiator

Dated this 29th day of August, 2023

For Independent School District No. 38 Red Lake

Nicole J. [Signature]
Chairperson

Tina Stadel
Clerk

Tom E. [Signature]
Chief Board Negotiator

Dated this 29th day of August, 2023

Ratified by motion of Board of Education #38, 8-15-2023
Date

SALARY SCHEDULES A & B

2023-24 Salary Schedule									
STEP	BA	BA10	BA20	BA30	BA45	MA	MA15	MA30	MA45
A	\$56,188	\$56,754	\$57,319	\$57,885	\$58,450	\$59,015	\$59,581	\$60,146	\$60,711
B	\$57,216	\$57,782	\$58,347	\$58,912	\$59,478	\$60,043	\$60,609	\$61,174	\$61,739
C	\$58,244	\$58,810	\$59,375	\$59,940	\$60,506	\$61,071	\$61,637	\$62,202	\$62,767
D	\$59,272	\$59,838	\$60,403	\$60,968	\$61,534	\$62,099	\$62,664	\$63,230	\$63,795
E	\$60,300	\$60,866	\$61,431	\$61,996	\$62,562	\$63,127	\$63,692	\$64,258	\$64,823
F	\$61,328	\$61,893	\$62,459	\$63,024	\$63,590	\$64,155	\$64,720	\$65,286	\$65,851
G	\$62,356	\$62,921	\$63,487	\$64,052	\$64,618	\$65,183	\$65,748	\$66,314	\$66,879
H	\$63,384	\$63,949	\$64,515	\$65,080	\$65,645	\$66,211	\$66,776	\$67,342	\$67,907
I	\$64,412	\$64,977	\$65,543	\$66,108	\$66,673	\$67,239	\$67,804	\$68,369	\$68,935
J	\$65,440	\$66,005	\$66,571	\$67,136	\$67,701	\$68,267	\$68,832	\$69,397	\$69,963
K	\$66,468	\$67,033	\$67,599	\$68,164	\$68,729	\$69,295	\$69,860	\$70,425	\$70,991
L	\$67,496	\$68,064	\$68,626	\$69,192	\$69,757	\$70,323	\$70,888	\$71,453	\$72,019
M	\$68,524	\$69,089	\$69,654	\$70,220	\$70,785	\$71,350	\$71,916	\$72,481	\$73,047
N	\$69,552	\$70,117	\$70,682	\$71,248	\$71,813	\$72,378	\$72,944	\$73,509	\$74,074
O					\$72,841	\$73,406	\$73,972	\$74,537	\$75,102
P						\$74,434	\$75,000	\$75,565	\$76,130
2023-24 COLA	\$ 4,125								

1. A career increment in the amount of 46.9246% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 48.3164%
2. For teachers hired after July 1, 2012, a career increment in the amount of 18% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 20%.
3. Years of service need not be consecutive.

2024-25 Salary Schedule									
STEP	BA	BA10	BA20	BA30	BA45	MA	MA15	MA30	MA45
A	\$60,313	\$60,879	\$61,444	\$62,010	\$62,575	\$63,140	\$63,706	\$64,271	\$64,836
B	\$61,341	\$61,907	\$62,472	\$63,037	\$63,603	\$64,168	\$64,734	\$65,299	\$65,864
C	\$62,369	\$62,935	\$63,500	\$64,065	\$64,631	\$65,196	\$65,762	\$66,327	\$66,892
D	\$63,397	\$63,963	\$64,528	\$65,093	\$65,659	\$66,224	\$66,789	\$67,355	\$67,920
E	\$64,425	\$64,991	\$65,556	\$66,121	\$66,687	\$67,252	\$67,817	\$68,383	\$68,948
F	\$65,453	\$66,018	\$66,584	\$67,149	\$67,715	\$68,280	\$68,845	\$69,411	\$69,976
G	\$66,481	\$67,046	\$67,612	\$68,177	\$68,743	\$69,308	\$69,873	\$70,439	\$71,004
H	\$67,509	\$68,074	\$68,640	\$69,205	\$69,770	\$70,336	\$70,901	\$71,467	\$72,032
I	\$68,537	\$69,102	\$69,668	\$70,233	\$70,798	\$71,364	\$71,929	\$72,494	\$73,060
J	\$69,565	\$70,130	\$70,696	\$71,261	\$71,826	\$72,392	\$72,957	\$73,522	\$74,088
K	\$70,593	\$71,158	\$71,724	\$72,289	\$72,854	\$73,420	\$73,985	\$74,550	\$75,116
L	\$71,621	\$72,189	\$72,751	\$73,317	\$73,882	\$74,448	\$75,013	\$75,578	\$76,144
M	\$72,649	\$73,214	\$73,779	\$74,345	\$74,910	\$75,475	\$76,041	\$76,606	\$77,172
N	\$73,677	\$74,242	\$74,807	\$75,373	\$75,938	\$76,503	\$77,069	\$77,634	\$78,199
O					\$76,966	\$77,531	\$78,097	\$78,662	\$79,227
P						\$78,559	\$79,125	\$79,690	\$80,255
2024-25 COLA	\$ 4,125								

1. A career increment in the amount of 45.41973% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 46.71630%
2. For teachers hired after July 1, 2012, a career increment in the amount of 18% of the base salary shall be paid at the beginning of the 19th year as a teacher at Red Lake Schools at lanes BS, BS+10 and BS+20; all other lanes at 20%.
3. Years of service need not be consecutive.

APPENDIX A – GRIEVANCE FORM

Grievance # _____

School District _____

Name of Grievant _____

Date Filed _____

How Filed **Hand delivered** **E-mailed** **US Postal Service**

Filed with Who _____

Home Phone _____

School Phone _____

Building/Site _____

Union Representative Filing Grievance _____

Date Grievance Occurred _____

Statement of the Grievance

- 1. List the names of the aggrieved members.**
- 2. Detailed description of the grievance.**
- 3. Provide the specific provision(s) of the contract allegedly violated.**
- 4. Detailed description of the redress sought.**

Grievance Step One (to be completed by Supervisor)

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

Name of immediate supervisor _____

Date immediate supervisor met with grievant/exclusive representative _____

Date written disposition/response issued _____

How was written response issued **Hand delivered** **E-mailed** **US Postal Service**

Disposition by immediate supervisor:

Reason(s): _____

Signature immediate Supervisor

Response by grievant/exclusive representative:

☐ **I hereby accept the above disposition**

☐ **I hereby decline the above disposition and will move the grievance to step two.**

Signature of grievant/exclusive representative Date

Grievance Step Two (to be completed by Superintendent or Designee)

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

Name of superintendent/designee _____

Date superintendent/designee met with grievant/exclusive representative _____

Date written disposition/response issued _____

How was written response issued _____ **Hand delivered** **E-mailed** **US Postal Service**

Disposition by superintendent/designee:

Reason(s): _____

Signature superintendent/designee **Date**

Response by grievant/exclusive representative:

☐ **I hereby accept the above disposition**

☐ **I hereby decline the above disposition and will move the grievance to step two.**

Signature of grievant/exclusive representative **Date**

Grievance Step Three (to be completed by chief administrative officer)

If the grievance is not resolved under step two, the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by step two was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

Name of chief administrative officer _____

Date chief administrative officer met with grievant/exclusive representative _____

Date written disposition/response issued _____

How was written response issued _____ **Hand delivered** **E-mailed** **US Postal Service**

Disposition by chief administrative officer:

Reason(s): _____

Signature chief administrative officer

Date

Response by grievant/exclusive representative:

☐ I hereby accept the above disposition

☐ I hereby decline the above disposition and will move the grievance to step two.

Signature of grievant/exclusive representative

Date