

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 300
LA CRESCENT-HOKAH DISTRICT**

and

EDUCATION MINNESOTA-LA CRESCENT

REPRESENTING

**THE TEACHERS OF THE
SCHOOL DISTRICT**

EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2025

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ARTICLE I PURPOSE OF AGREEMENT

This agreement is entered into between Independent School District No. 300, La Crescent, Minnesota, hereinafter referred to as the School District, and the Education Minnesota/La Crescent, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers during the term of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes Education Minnesota/La Crescent as the Exclusive Representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

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

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefor, including 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: The word, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

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

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such 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, direction, and number of personnel.

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

Section 3. Laws, Rules, and Regulations: The Exclusive Representative recognizes that the School Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the full extent as authorized by Minnesota statutes, and that the School Board must promulgate rules, regulations, and directives for the efficient operation of the School District as long as such rules, regulations, and directives are not inconsistent with the terms of this Agreement and are subject to the laws of the State of Minnesota and Federal statutes.

ARTICLE V TEACHER RIGHTS

Section 1. Right to View: 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 Representatives; nor shall it be construed to require any teacher to perform labor or services against his/her will.

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, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Request for Dues: The Exclusive Representative shall be allowed dues for its members, provided that dues and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues 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. Such dues will be paid to the teacher organization in 16 equal installments, beginning with the first pay period in October using the following formula: $x/185$ (duty days as per ARTICLE XIV, Section 1.) x 100% of dues.

Section 5. Deductions: The daily rate for the purpose of calculating deductions shall be 1/185 (duty days as per ARTICLE XIV, Section 1) of the annual salary of the teacher and prorated for part of a school day.

Section 6. Staff Development Committee:

- a) The Exclusive Representative shall make the selection of teachers for the School District Staff Development Committee.
- b) The Staff Development Committee shall report the Staff Development Plans and budget to the Oversight Committee to ensure that staff development aligns with the Q Comp site goals.

ARTICLE VI STANDARDS

Section 1. Minimum Standards: All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and all other conditions as covered in ARTICLE III, Section 1, shall be maintained at not less than the highest minimum standards in effect in the School District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated in this Agreement.

Section 2. Individual Teaching Contract: Any individual teaching contract between the School District and an individual teacher, previously executed, shall be subject to and consistent with the terms of the parties in a written signed amendment to this Agreement.

Section 3. Unfair Labor Practice: The School District shall not solicit execution of any individual teaching contract at such time or in such manner as shall constitute an unfair labor practice under PELRA.

ARTICLE VII SALARIES

Section 1. Basic Salaries: All basic salaries of teachers covered in this Agreement are set forth in APPENDIX III of this Agreement.

Section 2. Placement and Movement on Salary Schedule:

Subd. 1 Initial Placement

- a) Newly hired teachers shall be placed on such a level and column of the salary schedule as agreed upon between the superintendent and the teacher.
- b) All credits or degrees used to qualify for column movement must be pre-approved by the superintendent or be disclosed to the superintendent at the beginning of employment.
- c) Upon completion of column movement criteria, a teacher shall be moved into the appropriate column to be determined on August 15th and February 15th of each year.

d) A teacher may not move columns until after the successful completion of their first year of employment within the district.

e) The columns shall hereby be known as:

| Education Level | Referred to as: |
|-----------------------------------|-----------------|
| Bachelor's Degree | BA |
| Bachelor's Degree plus 15 credits | BA+15 |
| Master's Degree | MA |

f) All teachers who have notified the superintendent of their intent to earn credits before the ratification of this 2023-2025 contract shall only need 12 credits to move into the BA+15 column.

Subd. 2 Column Movement

a) Upon completion of 15 credits a teacher shall be moved into the BA+15 column

b) Upon completion of a Master's Degree a teacher shall be moved into the MA column.

Subd. 3 Rehiring Teachers:

a) Rehired teachers will not retain their previous seniority and will be placed at the bottom of the seniority list.

Subd. 4 Career and Technical Education Teacher (CTE):

a) CTE hired shall be given the option to be placed and to move throughout the salary schedule in an alternate method.

b) Career and Technical Education Teachers that are entering teaching from industry will be placed on the salary schedule based on the number of years of experience in their field as follows:

| | |
|---------|------------------------|
| BA | 0-9 Years experience |
| BA + 15 | 10-19 Years experience |
| MA | 20 + years |

c) With prior written permission of the District, CTE Teachers may move over a column by

accumulating four hundred eighty (480) additional paid work experience hours that are related to their licensure.

Section 3. Full-Time Teachers:

- a) A **full-time teacher (1.0 FTE)** is defined according to **APPENDIX III, part B**, attached to the Agreement. This definition is based on the current 7-period day structure. In the event the School District changes to a different daily curriculum model, the Exclusive Representative and the School District will modify the document to reflect those changes.
- b) The full-time equivalency for part-time teachers will be determined by the number of minutes or periods in each category of **APPENDIX III, part B**, as determined by the building principal.

Section 4. Part-Time Teachers:

Teaching Assignment: Part-time teachers will be assigned to preparation time, profession learning community time, supervision of students, direct instruction, before and after school time, number of classes, and passing time between classes on a prorated basis.

- a) **Scheduling Conflict:** In the event that a scheduling conflict arises that cannot be adjusted for the current school year, the Exclusive Representative and the School District will work together to determine the additional compensation or role based on **APPENDIX III**.
- b) **Basic Salaries:** Part-time teachers shall be placed on the appropriate position on the salary schedule and shall be monetarily compensated on a pro rata basis determined by their percent of FTE based on **APPENDIX III**.
- c) **Benefits:** Teachers in this category shall be eligible for sick leave and personal leave on a similar pro rata basis. Only those teachers employed 60% or more shall receive a prorated percent of the insurance benefit.
- d) **Extra Classes or Substituting Option:** Part-time teachers who take an extra class in their non-contractual time will be paid as follows: for the 1st hour, the rate of pay will be \$30.00 per hour, for the 2nd and 3rd hours, the rate of pay will be ½ day substitute teacher pay rate, and for 4 or more hours, the teacher will be paid at the full-day substitute teacher pay rate.
- e) **Alternative Compensation Components:** The Exclusive Representative and the School District will determine the components a part-time teacher shall complete in order to receive level movement based on assigned FTE. Part-time teachers who successfully achieve level movement based on the modified plan will earn the prorated percent of the full-time teacher level movement compensation. To qualify for level movement, a teacher must teach a minimum of 728 hours during a given school year. level increases shall be granted no more than once annually, as of July 1, subject to the School District's right to withhold such increases. A teacher must fulfill the level movement requirements as well as teach the minimum number of hours in a given school year.

Section 5. Extra Classes - Secondary School: The School District may assign a 6th class to be remunerated at \$2500 per semester. The supervising principal will request a departmental recommendation for a teacher for the 6th class, but the selection must be approved by the supervising principal. If mutual agreement does not exist, assignment will be based upon least seniority. No teacher may be assigned a 6th class for more than 2 consecutive semesters, unless mutually agreed. If a teacher agrees to take a 7th class, the teacher will be compensated at the teacher's per diem rate for the 7th class.

Special Education Classroom Size Guidelines

Administration will determine the best method to resolve the staffing issue and work with special education staff to arrange for the changes decided upon. The administrative leadership team will

consult the school board on unique situations that do not follow the guidelines.

Special Education teachers are required to submit their caseload along with the number of paraprofessionals that are needed to fulfill the caseload per the IEP designation to their building level Principal by the last day of school each year.*

If it is determined by the Principal that there is a need for additional resources or staff in a special education classroom, administration has the authority to determine the best method to address the problem. When an administrator receives a request for additional resources by a staff member, they will provide the rationale for their decision to approve or not approve the request.

Examples of additional resources include:

1. Providing additional equipment, supplies, materials, or funds to support individual professional development.
2. Providing additional paraprofessional time to assist staff with their total workload (not an individual class). This could mean additional para support of up to thirty (30) minutes per day (2.5 hours per week) per semester as determined by administration.
3. Compensation for off-site work scheduled by the employee during the course of a semester, which will be verified by the employee and administrator and reported on a time summary. When this work falls outside of the regular school day hours, staff will be reimbursed at their hourly rate. This time must be pre-approved by the administration.
4. Hiring of additional staff to care for the needs of the students.
5. With administrator approval, staff may be allowed to use conference to complete necessary paperwork as opposed to scheduling parent meetings when those meetings are deemed unnecessary.
6. *Special education teachers may be paid for up to four days during the summer months to conduct IEP's for students to prepare for the upcoming school year. These may be scheduled in June or August outside of contract hours.
7. Other options which administration deems appropriate

Section 6. College Credit Courses: A stipend of \$300 will be paid to teachers teaching Advanced Placement AP, Concurrent Enrollment, or Articulated Agreement courses. This stipend will be paid to teachers who teach a full-year course. If the course is a half year, the stipend will be prorated. Teachers must establish the appropriate curriculum, monitor student progress, and set up the assessment and verification of completion of objectives for the cooperative college or agency. Teachers must get students to attempt the required assessment for credit completion. Payment will be made by June 30 each year upon notification from the principal.

Section 7. Pay Dates: Teacher's salary checks will be paid semi-monthly on the 15th day and the last business day of each month or the most previous business day.

Section 8. Voluntary Extra-Duty Assignments: Teachers involved in voluntary extra-duty assignments, as set forth in APPENDIX I, shall be compensated in accordance with the provisions of this Agreement without deviation. Payment for yearlong services will be 2 times per year, at the end of January and at the end of May. Payment for seasonal services shall be made in 1 lump sum upon completion of assignment. Each teacher assigned to an extra-curricular activity shall have a written notice of assignment for it.

Subd. 1: When an Activities program is part of a Minnesota State High School League Conference and the team wins the conference championship all coaches of that activity will receive a Championship bonus. Head Coach will receive a \$250 stipend and each sub level coach for grades 7-12 will receive a \$150 stipend.

Section 9. Other Compensation:

a) Professional Meetings:

Subd. 1. The supervising principal may, from time to time, recommend attendance by a teacher of his/her staff at professional meetings, workshops, seminars, conferences, etc., which are pertinent to the work of teaching assignments in his/her building. If approved by the Superintendent, in writing, the School District shall pay actual expenses incurred according to School District policy.

Subd. 2. Applications for attendance at professional meetings, workshops, seminars, conferences, etc., shall be submitted to the Superintendent, accompanied by an estimate of expense.

Subd. 3. Professional growth meeting days, when approved in writing and in advance by the Superintendent, shall be granted to the teacher at no cost to him/her and shall not be charged to sick leave or personal leave days. When the Superintendent does not deem attendance at such meetings to be in the best interest of the School District, personal leave must be available and charged for the absence.

Subd. 4. A total of 5 leave days per year shall be granted to the Exclusive Representative for the purpose of attending meetings of its district, state, or national level organizations. Officers or representatives of the Exclusive Representative shall be allowed to attend those meetings. A notification of intended use shall be provided to the Superintendent at least 2 weeks prior to the scheduled leave date.

b) Longevity Compensation:

Longevity pay of \$500 will be given in 1 lump sum on or before June 30 in the year when the teacher has completed 20 years, 25 years, 30 years, 35 years, and 40 years of teaching service to the School District. The School District will put the longevity pay into the teacher's post-employment health savings account administered by the Minnesota State Retirement System. If the teacher dies before payment is remitted by the School District, the payment will be remitted to the teacher's heirs.

Section 10. Status of Salary Schedule: The salary schedules are not to be construed as part of the teacher's continuing contract. No teacher shall be denied a salary increase without reasonable cause. Any such denial shall be subject to grievance procedures and arbitration.

Section 11. Level Advancement:

- a)** To receive a year of experience credit, a teacher must teach a minimum of 728 hours during a given school year. Part time full year staff will have the opportunity for level advancement upon completion of level movement requirements.

- b) Level increases shall be granted no more than once annually, as of September 1, subject to the School District's right to withhold such increases.
- c) A part time teacher must fulfill the level movement requirements to receive the prorated level amount.

Section 12. Summer School: Summer School compensation will be the staff members hourly rate of pay based on their placement on the salary schedule unless the funding source (from outside the district) dictates otherwise.

Section 13. Long-Term Substitutes: After 10 consecutive school days in the same classroom or for the same teacher, substitutes will be placed on the regular salary schedule. After 3 months of continuous teaching service, the substitute teacher would receive prorated leave and personal leave benefits retroactive to the substitute's starting date. Teachers who are long-term substitutes would receive advanced degree status, if the position they are filling requires an advance degree.

Section 14. (Mentor/Mentee): All teachers who are new to the School District are required to participate in the School District's mentor/mentee program prior to the beginning of the school year as a condition of employment. New teachers hired after the beginning of a school year are required to participate in the next available training session as a condition of employment.

Mentee/s will receive a \$1,000.00 participation stipend per school year upon successful completion of the program. The mentor/mentee program consists of but is not limited to:

- 2 days outside of the 185 contracted days prior to the start of the year (to be set by the district)
- Quarterly large group meetings (90 minutes)
- 2-3 documented activities/hours between mentor/mentee

Section 15. Teaching Beyond the Contracted School Year:

There are designated positions within the district that require additional hours beyond the contracted year as described in Table A. These positions will have a predetermined set of hours that will be used to finish the school year or prepare for the next school year. Any teaching assignment beyond the contracted school year which is part of the teacher's continuing contract shall be based on the teacher's hourly rate of pay.

Table A:

| Position | Hours |
|--------------------------------|--------------|
| High School Counselor | 180 |
| Middle School Counselor | 75 |
| School Nurse | 40 |
| Chemical Hygiene | 30 |
| ECFE Special Education Teacher | 75 |

ARTICLE VIII PROFESSIONAL PRACTICES

Section 1. Behavior:

- a) **Representation:** A teacher shall, always, be entitled, upon his/her request, to have present a

representative of the Exclusive Representative when he/she is being reprimanded, warned, or disciplined for an infraction of rules or delinquency of performance.

- b) Notification:** The School District shall notify the teacher, in writing, of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.

Section 2. Duty-Free Lunch Period: A lunch period will be provided in each school building; all teachers will receive a minimum of a 30-minute duty-free lunch period. Lunch periods may vary based on building schedules.

Section 3. Promotions: Vacancies in administrative-supervisory and/or specialist positions shall be posted so those qualified teachers may have the opportunity to make applications for such positions.

Section 4. Co-Curricular Positions: Co-curricular advisor and coaching positions will be posted internally for 1 week, via School District email to all teachers, posted on the School District website, and posted on the official school bulletin boards. All qualified internal candidates will be interviewed.

Section 5. Teacher Assignments and Qualifications:

a) Notification:

Subd. 1. As soon as practicable and not later than June 1, teachers shall have their anticipated teaching assignment for the coming school year by school district email.

Subd. 2. If changes in teaching assignments happen after June 1 of each year, teachers will be notified by School District email and USPS.

b) Voluntary Transfers and Reassignments: The Superintendent shall assign all teachers to their specific positions, which shall be within the teacher's licensure. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be assigned, in order of preference.

c) Involuntary Transfer and Reassignments: Subd. 1. Notification: Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. 11 Subd. 2. Process: When an involuntary transfer or reassignment is necessary, qualified volunteers, if any, will be transferred or reassigned first. A teacher's area of competence, major or minor field of study and length of teaching service in the School District will be considered in determining which teacher is to be transferred or reassigned. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent.

d) Teacher Seniority Practice: In the event that 2 or more teachers involved in a seniority decision have equal seniority, the tie will be broken by using the following 3 criteria, in order:

1. education/ level placement,
2. total teaching experience in and out of the School District, and
3. diversified qualifications (i.e., ability to coach or direct other activities).

e) Inter-School Travel: In arranging schedules for teachers who are assigned to more than 1 school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

Section 6. Pre-Service Educators: A pre-service educator (i.e., student teacher, clinical student, teaching intern) shall not be assigned to a teacher or classroom in the School District without consent of the teacher. Similarly, teachers should only apply for pre-service teachers with permission of the School District or building administrator.

Section 7. Class Sizes: Management will notify the School Board of class sizes above 25 in preK-6 and 28 in grades 7-12. The School Board will evaluate as a School Board agenda item.

Section 8: Teachers will be required to attend one meeting per quarter. This is a professional expectation, teachers will sign in for attendance and not attending will be reflected on their evaluation at the end of the school year. The dates and times of these meetings will be sent out at least one month in advance of meeting.

ARTICLE IX TEACHER PERSONNEL

Section 1. Teacher Evaluation:

- a) **Evaluations:** All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisor(s) at least 1 day before the teacher/administrator conference unless otherwise agreed by written, mutual consent. Evaluation reports shall not be submitted to the Superintendent's office, placed in the teacher's file, or otherwise acted upon without a prior conference with the teacher.
- b) **Probationary Teachers:** Probationary teachers will be observed at least 3 times each year by an appropriate supervisor. If a probationary teacher who is denied tenure requests the reason for such denial, such reasons shall be given him/her in writing. Probationary teachers denied tenure or not employed for the following school year will be so notified based on M.S. 122A.40, Subd. 5.
- c) **Placement in Personnel File:** Any evaluation of a teacher's conduct, service, classroom performance, character, or personality will not be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature, and in no way does this signature indicate agreement with the contents. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- d) **Valid Complaints:** Complaints deemed valid regarding a teacher and made to any member of the administration by a parent, student, or any other person should be called to the attention of the teacher.

Section 2. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files generated within the School District that relate to an individual teacher shall be available for review upon the specific teacher's 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 materials contained in it. However, the School District may destroy such files as provided by law.

**ARTICLE X
GROUP INSURANCE
and**

Voluntary Employee Beneficiary Association (VEBA) Health Reimbursement Arrangement (HRA)

Section 1. Health and Hospitalization Insurance:

a) Health and hospitalization insurance shall be made available to teachers and eligible retirees. As of the date of ratification of this Agreement, 2 contribution plans shall exist as listed below.

b) The School District shall contribute a defined annual dollar amount toward the health and hospitalization insurance as follows: The School District shall contribute a defined annual dollar amount toward the health and hospitalization insurance each year. The district defined dollar amount is subject to change each year based on the annual premium increase or decrease as dictated by the district's insurance provider. Each year upon renewal the plan offerings and costs will be calculated by the District's insurance provider. The insurance offerings will be determined by the District and cost for each plan will be shared with the exclusive membership at which time a Memorandum of Understanding (MOU) will be signed for the change in insurance. Annual premium adjustments vary by plan. Upon signing of the MOU, employees will be informed of the plan changes or adjustments and given the opportunity to change health plans during the open enrollment period.

The Minimum Value Plan (MVP) plan will be offered to all School District teachers regardless of the date of hire starting with the 2016-2017 health plan year. This option is recommended by Southeast Service Cooperative for the School District to minimize exposure under the Affordable Care Act.

c) **Increases:** Increases in the premium shall be paid on the following formula:

- All premium increases not in excess of 3% shall be paid by the School District.
- Any increase or decrease in premium greater than 3% and less than 6% shall be paid by the teacher.
- Any increase greater than 6% shall be shared equally by the School District and teacher.

Decreases: Decrease in the premium shall be paid on the following formula:

- All premium decreases not in excess of 3% shall be gained by the teacher.
- Any decrease in premium greater than 3% and less than 6% shall be gained by the District.
- Any increase greater than 6% shall be shared equally by the School District and teacher.

d) School District premium increases will be added to the previous year's annual contribution. This amount becomes the new base on which to calculate future premium contributions according to the above formula in c. Annual premium adjustments vary by plan. Upon signing of the MOU, employees will be informed of the plan changes or adjustments and given the opportunity to change health plans during the open enrollment period.

e) The School District will make an annual contribution of \$1,500 to be paid no later than June 30 to a retiree VEBA account, currently administered by Select Account for full-time teachers who were eligible to participate in the School District's group health plan on or before April 1 of each school year but did not elect to receive the coverage and those teachers whose spouse is employed in the School District and receives family health insurance coverage. Part-time teachers who are employed at least 60% of the day qualify on a pro rata basis.

Section 2. VEBA/HRA Choices:

a) In the event carriers change, the VEBA/HRA contribution will be made to a company permitted by the new carrier. This arrangement constitutes a voluntary employee's beneficiary association under Section 501 (c) (9) of the Internal Revenue Code.

b) Any changes to the value of the group health plan must be the aggregate equivalent of the current plan.

Section 3. Benefits Provided through the VEBA: The School District will provide the following welfare benefits through the VEBA Plan: an HRA for active teachers described in summary and attached as *Attachment #2*.

Section 4. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active teachers who are active participants in the VEBA Plan shall be paid by the School District for the term of this Agreement. Administrative fees allocable to individual accounts of active teachers who have accrued a balance in the VEBA Plan but changed coverage, so they are no longer entitled to School District contributions, shall be paid from the teacher's account. Administrative fees allocable to the individual accounts of former teachers, including retirees, shall be paid from the teacher's account. If the VEBA Plan is terminated or if School District contributions cease by agreement between the parties, administrative fees shall be paid from the teacher's account.

Section 5. School District Contributions to the HRAs for Active Teachers: The School District will make an annual contribution, paid quarterly per Section 1, b), above, to individual VEBA accounts under the HRA for qualifying teachers who are enrolled in the School District-offered health insurance plan. The School District's contribution shall be made on the first day of the new plan year. Any teacher who leaves the School District prior to the end of the school year must reimburse the School District on a pro rata basis for any unused portion of the School District's contribution to the VEBA Plan for that plan year. This amount will be deducted from the teacher's final paycheck. The teacher has the option of presenting documentation validating deductible expenses as per the health plan. Teachers who are hired to work fewer than 94 duty days in a school year will not receive the School District contribution to the VEBA for that year.

Section 6. Eligibility:

a) Premium Contributions: Each full-time teacher is eligible to receive School District contributions toward the premium for individual coverage. Teachers may elect to receive family coverage in lieu of individual coverage if they have dependents. Part-time teachers who are employed to teach at least 60% of the day shall qualify for a VEBA Plan contribution and pro rata contributions to health insurance premiums.

b) Married Couples: When married couples are employed by the School District and a family health insurance policy is requested, only 1 person may receive the benefit of family coverage. Only 1 person may receive the "VEBA Plan" contribution.

c) Retired Teachers: Retired teachers will be billed monthly for the insurance premiums by the School District. In the case of life insurance, a retired teacher may participate at his/her own expense in the School District's group life plan; the payout plan may reduce at age 65, based on the requirements of the insurance carrier.

d) Termination: Upon termination of employment, all School District contributions shall cease, effective on the last working day. However, a teacher who teaches to the last student day of the academic year will be entitled to a continuing School District contribution toward his/her insurance

premium until August 31 of that year.

e) Cost Containment: Cost containment measures will be applied to the existing benefit coverage, insofar as existing benefit coverage is not affected.

f) Coordination with Medicare: When a retiree participates in health and hospitalization that is partially paid for by the School District, the teacher must enroll in Medicare when he/she becomes eligible. The School District will make additional coverage available so that the total coverage is equal to or greater than the coverage provided for the active teachers.

Section 8. Dental Insurance: The teacher will pay the total cost of the dental plan.

Section 9. Group Disability Insurance: Effective through the duration of the Agreement, the School District will pay the cost of group disability insurance for each qualifying teacher.

Section 10. Term Life Insurance: Effective through the duration of the Agreement, the School District will pay the cost of term life insurance in the amount of \$75,000 for each qualifying teacher.

ARTICLE XI LEAVES OF ABSENCE

Section I. Sick Leave:

a) Earning: All full-time teachers shall earn 15 sick leave days per contract year while employed by the School District. Annual sick leave shall be credited at the beginning of the contract year. If a teacher's employment is discontinued with the district prior to the end of the contract year, credited sick leave will be prorated and withheld from the employee's final paycheck.

b) Accumulation: Unused sick leave will accumulate from year to year up to 120 days. Employees who earned sick leave prior to 6.2.2023 will continue to accumulate sick leave with out limitation.

c) Use: Sick leave with pay will be allowed by the School District whenever a teacher's absence is due to illness, whether physical or mental health-related, which prevented his/her attendance at school and performance of duties on that day or days during the regular school year, provided that the teacher has unused sick leave at the time of such absence.

d) Sick leave may also be used according to M.S. 181.943 for the illness of a child, including adult child, spouse, sibling, parent, grandparent, or stepparent or any other relative or non-relative who stands in the same relationship with the teacher.

e) Two days of absence due to illness in the immediate family or a critical family situation for which no other arrangements are possible may be approved. These days shall be deducted from accumulated sick leave.

f) Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness. In the event that a medical certificate will be required, the teacher will be so advised.

g) Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher. Any days used in excess of the number of days of sick leave earned and accrued will be deducted from the teacher's salary for the pay period during which the absence not covered by sick leave occurred.

h) Approval: Teachers must submit requests for authorized sick leave on official forms provided by the School District, currently through an online service provider.

i) Sick Leave Donation and Request Option: Teachers who have used all of their sick days may

request up to 10 sick days from the certified staff sick leave bank within a school year in order to care for self or immediate family member with a medical condition requiring care. As a general condition, pregnancy and child care leave would not qualify unless accompanied by an unexpected critical condition. The Exclusive Representative will notify teachers about the need for donations to the certified staff sick leave bank. Upon receiving the number of sick days members commit to donate, the name of the teacher and number of days donated should be given to the District Office for processing. The District Office will deduct the appropriate number of days from each donating member and notify the Exclusive Representative president and the donating member that the deduction was made.

j) Sick Leave Reimbursement Plan: Teachers may decide to trade the first 5 days of unused sick leave each school year for a contribution into a Post-Retirement VEBA account administered by a mutually agreed upon provider. The contribution will be at the current substitute pay rate prorated for full-time equivalency by June 30 each year. If the teacher dies before payment is remitted by the School District, the payment will be made to teacher's beneficiaries .

k) Sick Day Trade: Teachers may decide at the end of each year to trade 10 unused sick days in exchange for one personal day, with a maximum of 20 days traded for 2 personal days. To be eligible to trade sick days, staff must have used only 37.5 hours of sick leave or less in the year. After the completion of this trade, the teacher may not have fewer than 60 accumulated sick days.

Section 2. Bereavement:

a) Earning: Full-time teachers shall be granted up to, but not to exceed, 10 days for absence due to death of a member of the teacher's or his/her spouse's immediate family. The immediate family will include father, mother, sister, brother, spouse, son, daughter, grandparent, step-relations, grandchildren, and guardian. Such absences shall be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave, the cost of the substitute shall be deducted from his/her salary.

b) Non-Immediate Family Member: Absence due to the death of a non-immediate family member or close friend may be granted by the Superintendent and shall normally be limited to 5 days, with such absence deducted from accrued sick leave. If the teacher does not have sufficient sick leave, the cost of a substitute teacher shall be deducted from his/her salary.

c) Additional Leave: The teacher's supervising principal may grant additional leave for illness or death for circumstances not specified or described in this section. That supervisor may also grant additional days for circumstances described above. Those days will be deducted from the teacher's accrued sick leave. An appeal of the supervising principal's decision can be made to the Superintendent, based upon written request of the teacher.

Section 3. Jury Service: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deductions or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 4. Subpoenaed Legal Appearances: Any teacher subpoenaed to testify regarding the School District business and/or performance of job function for the School District will be granted a leave with pay.

Section 5. Personal Leave:

a) Earning: At the beginning of every school year, a full-time teacher shall be credited with 3 days of personal leave. Up to 2 unused personal leave days may be carried over to the next year. In addition, up to 2 sick day trades may be carried over to the next year. Personal leave days may be

taken at the discretion of the teacher without stating a reason on the notification form.

b) Notification: Notification for personal leave use must be made in writing to the supervising principal and Superintendent or his/her designee at least 3 days in advance, except in the event of emergencies. The School District reserves the right to refuse to grant such leaves if, under the circumstances involved, the School District determines that such leave should not be granted. All leaves must have prior written approval.

c) Reimbursement: The School District shall pay a teacher at an established rate for personal days not used. At the end of each school year, a teacher may request pay for any unused personal leave days. The request shall be made to the supervising principal in writing no later than the last teacher day at the end of any school year. Pay for each unused personal leave day shall be the premium daily substitute teacher rate of pay in effect at the end of the school year for which the request has been made. The teacher will have the option for such pay to be directed as a contribution to his/her 403(b) tax deferred annuity.

Section 6. Sabbatical Leave:

a) School Board Discretion: One year of sabbatical leave may be granted to full-time teachers for the purpose of professional advancement, subject to the conditions established by the School District. The School Board shall, under all conditions, have the right to deny any or all requests for sabbatical leave.

b) Eligibility: To be eligible for sabbatical leave, a teacher must be in at least his/her 5th year of employment in the School District as a teacher.

c) Limitations: Sabbatical leave for study is limited to teachers centering their study in their area of major concentration and shall not be used for re-training in a new area, except at the request of the Superintendent. The proposed program of study must be approved, in writing and in advance, by the Superintendent. The number of teachers on sabbatical leave shall be limited to 2 teachers at any time. If the number of requests for sabbatical leave exceeds the limit, priority shall be given on the basis of length of teaching service in the School District, contributions to the School District, and the equitable distribution of leaves among the various departments.

d) Application: Applications for sabbatical leave shall be submitted, in writing, to the Superintendent no later than December 1 prior to the school year in which the leave is taken.

e) Compensation: The compensation granted to a teacher on sabbatical leave shall be ½ of his/her base contract salary for the school term during which the leave takes place.

f) Return from Leave: A teacher who is granted a sabbatical leave must pledge himself/herself to teach in the School District for 2 full years following the termination of the leave. If the teacher's service is discontinued for any reason other than his/her incapacity to teach before the expiration of the 2 years, he/she shall pay back to the School District the pro rata part of his/her sabbatical compensation. Teachers granted sabbatical leave shall provide the School District with a performance bond covering this service requirement. The teacher shall return to the position he/she held prior to the leave and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the School District during such period, unless previously discharged or placed on unrequested leave of absence.

Section 7. Parental Leave

a) Use: Teachers shall have the right to take paid (by utilizing their accumulated sick leave) and unpaid parental leave for the birth, adoption, or foster care placement of a child in his or her family. The Employer shall not discriminate against any Faculty Member on the basis of their use of family leave.

b) Paid parental leave: Upon 1 months' notice to the Superintendent, a teacher shall be granted a parental leave of absence with pay for the birth or adoption of a child to become effective at his or her discretion and to terminate not more than 12 weeks after the beginning of the leave. For circumstances outside the teachers' control, teachers are entitled to take parental leave without prior notice if the teacher gives verbal notice to his or her supervisor so that arrangements can be made for covering the teacher's assignment. In such emergencies, the teacher shall give written notice to the employer within five (5) days after the beginning of the leave. As soon as possible, the teacher shall consult with the employer regarding the scheduling of the remaining leave.

c) Notification: A teacher on paid parental leave shall notify the Superintendent of his or her intent to return at any time during the leave period.

d) Return from Leave: A teacher returning from paid parental leave shall be reinstated in his or her previous position.

A teacher returning from paid parental leave will retain all his or her previous rights. Salary placement shall be at the next level of the salary schedule if the teacher served one-half (1/2) or more of the school year in which the leave was granted.

Paid parental leave shall not interrupt continuity of service and such teachers shall be reinstated with accumulated seniority, retirement, fringe benefits and uninterrupted employment credit. Parental leave does not interrupt continuity of service for the purpose of acquiring continuing contract status.

e) Date of Leave: The School District may adjust the proposed beginning or ending date of a parental leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

f) Duration: In making a determination concerning the commencement and duration of a parental care leave, the School Board shall not, in any event, be required to:

1. grant any leave of more than 12 months in duration or
2. permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

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

h) Experience Credit: A teacher who returns from parental leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for parental leave.

i) Insurance Programs: A teacher on parental leave is eligible to participate in the group health insurance programs, if permitted under the insurance policy provisions, and shall pay the portion of the health insurance on the same terms as prior to parental leave. The health insurance benefit will be provided for a maximum of 12 weeks of unpaid parental leave as per the Family and Medical Leave Act. The teacher shall pay the entire premium for such other programs as the teacher wishes to retain, commencing with the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Section 8. Unrequested Leave of Absence (ULA): ULA will be administered pursuant to M.S. 122.40, Subd. 11. In addition, teachers shall not have any seniority right to community education positions.

Section 9. Family and Medical Leave: ARTICLE XI, Sections 1., 2., and 7. shall be based on the Family and Medical Leave Act.

Section 10. Military Leave: Military leave shall be granted pursuant to applicable law.

ARTICLE XII SEVERANCE PAY

Section 1. Eligibility: Teachers who have completed the equivalent of 15 years of full-time teaching service with the School District, who are at least 55 years of age, and who were employed prior to the 1996-1997 school year shall be eligible for severance pay pursuant to the provisions of this article. An additional requirement for eligibility is the submission of a written resignation submitted no later than June 30 that has been accepted by the School Board. (Sunset language is due to ARTICLE XIII – School District Match 403(b) Tax Deferred Annuity.

Section 2. Amount: Eligible teachers shall receive as severance pay an amount equaling 12% of their yearly salary. In addition, a teacher shall be eligible to receive as severance pay the amount obtained by multiplying \$50 times his/her unused number of sick leave days, up to a maximum of 100 days.

Section 3. Definition of Salary: In applying these provisions, a teacher's salary shall be defined as the highest salary (includes "II. A." and "II B." in the PROFESSIONAL COMPENSATION AGREEMENT at the time of retirement but shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section 4. Minnesota Post-Employment Health Care Savings Plan (HCSP): The School District will contribute 100% of the severance pay to the PRHCSP with the Minnesota State Retirement System within 3 months of the effective date of retirement.

Section 5. Death of the Teacher: In the event a retired teacher dies before all of his/her severance pay has been paid by the School District, the retired teacher's beneficiary shall receive the balance of the severance due.

ARTICLE XIII SCHOOL DISTRICT MATCH 403(b) TAX DEFERRED ANNUITY

Section 1. School District Match: The School District will match the contribution of each participating, full-time teacher per year and make a pro rata match for each participating part-time teacher per year according to the following schedule relating to the teacher's teaching experience in the School District:

| Teacher's Teaching Experience | Maximum Match |
|-------------------------------|---------------|
| 0-3 years | \$ 350 |
| 4-10 years | \$ 750 |
| 11-20 years | \$1,500 |
| 21 and more years | \$2,000 |

Section 2. Application to Severance Pay: If a teacher is eligible for severance pay, he/she shall have such severance pay reduced by the total matching dollars contributed by the School District over the teacher's career.

Section 3. Notification: For timely submission of documents, the School District shall notify any teacher of his/her eligibility for an increase to the 403(b) by May 31 of the same year the eligibility is attained.

ARTICLE XIV LENGTH OF THE SCHOOL YEAR

Section 1. Working Day: The normal working day shall be defined as from 7:30 A.M. to 3:30 P.M. or 7:45 A.M. to 3:45 P.M. Later or earlier attendance may be required on an occasional basis by the School District. In no case will the working day be less than 8 hours without specific written permission from the supervising principal. In the event of energy shortage, severe weather, or other emergency, the School District further reserves the right to modify the length of the school day. The School District shall determine the modification with the understanding that the total number of hours shall not be increased, i.e., a 4-day week with increased hours per day, but the total weekly hours not more than the regular 5-day week, subject to State of Minnesota mandates.

Section 2. Emergency Closings: The school calendar shall be adopted, by official action of the School Board, prior to the beginning of any school year. The first 2 days canceled due to an emergency closing will not be made up by teachers or students. The school calendar shall have no more than 1 day designated as a makeup day due to emergency closing. Online learning days will be considered a full school day and will not be counted as a day to be made up. In the event a school year has 3 or more days canceled due to emergency closing, the School Board may add days to the calendar.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: The word, "grievance," shall mean a dispute or disagreement, including disciplinary action, against a teacher(s), between the Exclusive Representative and/or individual teacher and the School District as to the interpretation or application of terms and conditions of employment as contained in this Agreement.

Section 2. Representative: Any person or agent designated by such party to act in the party's behalf may represent the grievant, administrator, or School Board during any step of the procedure.

Section 3. Definitions and Interpretations:

a) Extension: Time limits specified in this Agreement may be extended by mutual agreement.

b) Days: Reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.

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

Sunday, or a legal holiday.

d) Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States Postal Service within the time period or if personally served.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted to the School District's designee, in writing, and signed by the grievant, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the grievance. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the grievant and the School District's designee.

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

a) Level 1: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

b) Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 7 days after receipt of the decision in Level 1. 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 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision, in writing, to the parties involved.

c) Level 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5 days after receipt of the decision in Level 2. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 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 its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure, provided the School Board or its representative notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reserve or modify such decision.

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

Section 8. Arbitration Procedures: In the event that the grievant and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article:

a) 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 10 days

following the decision in Level 3 above.

b) 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.

c) Selection of Arbitrator: Arbitrators shall be selected pursuant to PELRA.

d) Submission of Grievance Information:

Subd. 1. Upon appointment of the arbitrator, the appealing party shall, within 5 days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. the issues involved,
2. statement of the facts,
3. position of the aggrieved party, and
4. the written documents relating to Section 5, of the grievance procedure.

Subd. 2. The School District may make a similar submission of information relating to the grievance either before or at the end of the hearing.

e) Hearing: A single arbitrator shall hear the grievance. Persons they choose and designate may represent both parties. 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 proceedings before the arbitrator shall be hearing de novo

f) Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA.

g) 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 copy.

h) Jurisdiction: The arbitrator's jurisdiction is governed pursuant to PELRA.

ARTICLE XVI

TEACHERS IN COMMUNITY EDUCATION

Section 1. Seniority and Continuing Contract Rights: Teachers employed in Community Education (i.e., Early Childhood Family Education (ECFE) teachers, Parent Involvement Facilitators (PIFs)) do not qualify for continuing contract rights under M.S. 122A.40 but will earn seniority applicable to community education positions.

Section 2. Work Year: The school year for ECFE teachers shall begin July 1 and end June 30. The school year for the Parent Involvement Coordinator shall be the same as the calendar approved by the School Board for K-12 teachers and students.

Section 3. Duty Day: The basic duty day for ECFE teachers will be based on the needs of the early childhood programs. The specific hours of duty shall be established by the supervising administrator and

may include weekends, mornings, afternoons, and evenings. Duty hours need not be consecutive. The duty day for the PIFs shall be established by the School District.

Section 4. Additional Classes: In the event additional early childhood classes are scheduled, they will be offered to ECFE teachers based on seniority. Should funding not be available, reduction in full-time equivalency would also be based on seniority.

Section 5. Determining Seniority: Seniority shall be determined by the date of hire. A community education seniority list will be prepared and posted each school year. The seniority list will state the teacher's name, date of hire, and areas of licensure. If a teacher disagrees with any of the information on the seniority list, he/she shall have 10 calendar days from the posting to file a written request with the Superintendent for a change in the list. The Superintendent will have 10 calendar days to evaluate the request and make any changes. A final seniority list will thereafter be posted. A teacher shall have 10 calendar days from the posting of the final seniority list to file a grievance to contest the final seniority list, which shall thereafter be binding upon both School District and the teacher unless it is changed through arbitration.

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent to the other party no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations before January 1st of the year of the expiration of this Agreement.

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

Section 3. Finality: Pursuant to M.S. 179A.20, Subd. 3, any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except as mutually agreed by the School District and Exclusive Representative as allowed by PELRA.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision 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 provision.

Section 5. Quality Compensation Agreement: The District and Exclusive Representative have a Quality Compensation agreement approved by the Minnesota Department of Education. This agreement will be followed by both parties and annual revisions will be agreed upon by both parties and followed as agreed upon by both parties.

Section 6. Agreement: Three signed copies of the final Agreement shall be retained for the purposes of record: 1 retained by the School District, 1 by the Exclusive Representative, and 1 by the Superintendent

Section 7. Breaking Contract: A staff member wishing to terminate employment after June 15 through the term of the contract will pay the district a lump sum of \$2,000. This will not include staff members retiring from the district and/or a staff member terminating employment as the direct result of an assignment change of more than 50% of the current position's assignment. Exceptions may be made on a case by case basis at the district's discretion.

APPENDIX I

2023-2025

Extra-Curricular Schedule

Each assignment in this appendix is assigned a decimal percentage that will be multiplied by \$40,750 in order to calculate the compensation for that assignment.

Longevity: Longevity increases will be calculated by the following table for all assignments in this appendix

| Years in Position with district | Additional Salary |
|------------------------------------|-------------------|
| 0 - 2 | \$0 |
| 3 - 5 | \$150 |
| 6 - 10 | \$300 |
| 11 - 19 | \$600 |
| 20 + | \$1200 |

| MSHSL SPORTS | Varsity Head Coach | Varsity Assistant Coach | Junior Varsity Coach | Junior Varsity Assistant Coach | 9th Grade Coach | 9th Grade Assistant Coach | Middle School Coach | Middle School Assistant Coach |
|--------------------------|--------------------------|-------------------------------|----------------------------|---|--------------------|---------------------------------|---------------------------|--|
| Baseball | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Basketball | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Cross Country | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Football | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Golf | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Gymnastics | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Hockey | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |

| | | | | | | | | |
|------------------------|-----|------|------|------|------|-------|-------|------|
| Soccer | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Softball | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Track and Field | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Volleyball | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |
| Wrestling | 0.1 | 0.07 | 0.07 | 0.06 | 0.06 | 0.045 | 0.045 | 0.03 |

| ACTIVITIES | High School Advisor | Assistant | Middle School Advisor | Elementary School Advisor |
|---------------------------------------|---------------------|-----------|-----------------------|---------------------------|
| Art | 0.045 | | | |
| Band/Orchestra Accompanist | 0.025 | | | |
| Clay Target | 0.05 | | | |
| Forensics/Speech/Debate | 0.06 | 0.045 | | |
| Gifted/Talented After School | 0.035 | | 0.035 | 0.035 |
| Instrumental | 0.1 | 0.06 | 0.035 | |
| Junior/Senior Class | 0.045 | | | |
| Knowledge Bowl | 0.045 | | | |
| Math Masters | | | 0.035 | |
| Math Team | 0.045 | | 0.035 | 0.035 |
| FCCLA | .045 | | | |
| Music Director | 0.045 | | | |
| National Honor Society | 0.045 | | | |
| One-Act Play | 0.055 | | | |
| Play/Musical Director | 0.1 | | 0.075 | |
| Robotics | 0.1 | 0.07 | 0.045 | |
| Science Fair | 0.03 | | 0.025 | |
| Sideline Cheerleading | 0.05 | | | |
| Ski/Snowboard Club | 0.045 | | | |
| Strength and | 0.045 | | | |

| | | | | |
|--|-------|--|-------|-------|
| Conditioning | | | | |
| Student Council | 0.045 | | 0.045 | 0.025 |
| Student Transition Team (Link Leader) | 0.045 | | | |
| Vocal | 0.06 | | 0.035 | 0.015 |
| Yearbook | 0.07 | | 0.035 | |

APPENDIX II

Other Compensation = \$30.00/hour

.CURRICULUM WRITING

.HOMEBOUND INSTRUCTION

.OCCASIONAL EXTRA CLASS

APPENDIX III

A) SALARY SETTLEMENT

There will be a level movement during each school year covered by this contract for qualifying staff.

B) INSTRUCTIONAL TIME

| High School | HS Minutes | Middle School | MS Minutes | Elementary | ES Minutes |
|--------------------|-------------------|----------------------|-------------------|-------------------|-------------------|
| Direct Inst. | 230 - 250 min | Direct Inst. | 215 - 240 Min | Direct Inst. | 291 min |
| Prep | 46 - 50 min | Prep | 43 - 48 min | Prep | 58 - 59 min |
| Sup/PLC/ B&A | X | Sup/PLC/ B&A | Y | Sup/PLC/ B&A | Z |
| Duty free lunch | 30 | Duty free lunch | 30 | Duty free lunch | 30 |
| Total | 480 | Total | 480 | Total | 480 |

If teachers have an overload, they would get paid the overload rate as listed in the current Agreement which could also be prorated if they teach at the middle school or elementary school and the class they might teach is shorter.

APPENDIX IV

Force Majeure

In the event of a force majeure situation including but not limited to: global pandemic, war, riots, fire, flood, blizzard, tornado, lightening, explosion, air strikes, technology lockouts, cyber security attacks prolonged shortage of energy supplies, and/or acts of state or governmental action that requires the School District to alter the requirements set forth in this contract, the School District representative will meet with the Union representative to exchange information and opinions concerning the proposed changes in non-emergent situations. As required by law, reasonable accommodations, required personal protective and safety equipment, and FMLA will still apply to employees in force majeure situations.

QUALITY COMPENSATION AGREEMENT

I. BASIC AND EARNED COMPENSATION –Salary Schedule

For each level accomplished by a teacher, the compensation below will be added to his/her base salary.

| 2023 - 2025 Salary Schedule | | | |
|-----------------------------|-------------|-------------|-------------|
| | BA | BA + 15 | MA |
| 1 | \$42,500.00 | \$48,100.00 | \$51,750.00 |
| 2 | \$43,100.00 | \$48,700.00 | \$52,350.00 |
| 3 | \$43,700.00 | \$49,300.00 | \$52,950.00 |
| 4 | \$44,300.00 | \$49,900.00 | \$53,550.00 |
| 5 | \$44,900.00 | \$50,500.00 | \$54,150.00 |
| 6 | \$45,500.00 | \$51,100.00 | \$54,750.00 |
| 7 | \$46,100.00 | \$51,700.00 | \$55,350.00 |
| 8 | \$46,700.00 | \$52,300.00 | \$55,950.00 |
| 9 | \$47,300.00 | \$52,900.00 | \$56,550.00 |
| 10 | \$47,900.00 | \$53,500.00 | \$57,150.00 |
| 11 | \$48,500.00 | \$54,100.00 | \$57,950.00 |
| 12 | \$49,100.00 | \$54,700.00 | \$58,750.00 |
| 13 | \$49,700.00 | \$55,300.00 | \$59,550.00 |
| 14 | \$50,300.00 | \$55,900.00 | \$60,350.00 |

| | | | |
|----|-------------|-------------|-------------|
| 15 | \$50,900.00 | \$56,500.00 | \$61,150.00 |
| 16 | \$51,500.00 | \$57,100.00 | \$61,950.00 |
| 17 | \$52,100.00 | \$57,700.00 | \$62,750.00 |
| 18 | \$52,700.00 | \$58,300.00 | \$63,550.00 |
| 19 | \$53,300.00 | \$58,900.00 | \$64,350.00 |
| 20 | \$53,900.00 | \$59,500.00 | \$65,150.00 |
| 21 | \$54,500.00 | \$60,300.00 | \$66,125.00 |
| 22 | \$55,100.00 | \$61,100.00 | \$67,100.00 |
| 23 | \$55,700.00 | \$61,900.00 | \$68,075.00 |
| 24 | \$56,300.00 | \$62,700.00 | \$69,050.00 |
| 25 | \$56,900.00 | \$63,500.00 | \$70,025.00 |
| 26 | \$57,500.00 | \$64,300.00 | \$71,000.00 |
| 27 | \$58,100.00 | \$65,100.00 | \$71,975.00 |
| 28 | \$58,700.00 | \$65,900.00 | \$72,950.00 |
| 29 | \$59,300.00 | \$66,700.00 | \$73,925.00 |
| 30 | \$59,900.00 | \$67,500.00 | \$74,900.00 |

The teachers and the School District recognize the need for continued improvement in the following areas and will recognize a teacher as he/she achieves in a specific area.

II. STUDENT GROWTH (One-time payment by 6-30 each year)

The La Crescent-Hokah School District is a QComp School District. The District and Education Association have an agreed upon QComp Plan that will be followed.

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

FOR the EXCLUSIVE REPRESENTATIVE

Co-President, Oversight Committee Teacher Representative

Secretary

Co-President, Chief Teacher Negotiator

Dated this _____ day of _____, 2023

FOR: the SCHOOL DISTRICT

School Board President

School Board Clerk

Chief School Board Negotiator

Dated this _____ day of _____, 2023