

**MASTER AGREEMENT**

**Education Minnesota Laporte Teachers (EMLT) and the Laporte Independent  
School District #306**

**2021-2022/2022-2023**

**LAPORTE PUBLIC SCHOOLS  
LAPORTE, MINNESOTA**

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**ARTICLE I  
PURPOSE**

Section 1. First Obligation: The parties mutually recognize that their first obligation is to the public, and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. Parties: This Agreement, entered into between Independent School District No. 306, Laporte, Minnesota, hereinafter referred to as the School District, and the Education Minnesota-Laporte Teachers, 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 the P.E.L.R.A., is to provide the terms and conditions of employment for teachers during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes EM-LT as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all teachers of the District as defined in this Agreement and in said act.

Section 3. Unfair Labor Practice: The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual teacher shall engage in any strike or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this article are provided for by the P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

**ARTICLE III  
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than district payment of, or contributions to, premiums for group insurance coverage for retired teachers or severance pay, and the district's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the School District. "Terms and conditions of employment are subject to the provisions of P.E.L.R.A."

Section 2. 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% 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 purpose of administering this Agreement, the term, "School District", shall mean the School Board of Independent School District No. 306 or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 5. Part Time Teacher: The pro rata basis will be calculated by the following formula:  $N/375$  of salary +  $(N/315 \text{ of } 60/375) = \text{part time}$  375= all possible teaching minutes 315= student contact time 60= minutes of prep

Section 6. Definition of a day: A day shall be a week day not a holiday, Saturday or Sunday.

**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 District, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the rights and obligations 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 opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and teaching related services prescribed by the School Board rules, regulations, directives and orders, issued by the properly designated officials of the School District. This Agreement is subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid rules, regulations and orders of state and federal governmental agencies and such laws become part of this Agreement. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of 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 V  
TEACHER RIGHTS**

Section 1. Right to Views: Pursuant to the P.E.L.R.A., 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 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off pursuant to the P.E.L.R.A., as amended. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization, in sixteen bi-monthly installments, beginning with the first pay period in October. The exclusive representative agrees to indemnify the School District for any actions that shall result because of this section.

Section 4. Teacher Personnel File: Pursuant to M.S. 122A.40, subdivision 19, as amended, the State law will be followed in regard to teacher files. The School District, upon written request, shall provide the teacher with any material relating to performance or discipline, which is intended for inclusion in the personnel file. The teacher shall have an opportunity to file his/her response thereto, and said response shall become a part of the personnel file. The school district shall provide the teacher with any materials contained in the personnel file at the teacher's expense.

Section 6. Peer Review: The purpose of peer review is to provide for increase in instructional effectiveness for all teachers, both probationary and tenured. Peer review is understood to be peer mentoring or peer coaching.

A peer review committee will be established to jointly develop a peer review process for the District. The committee shall be made up of six (6) members, three (3) members selected by the School District, and three (3) members appointed by the Exclusive Representative.

The peer review process, jointly developed, shall adhere to the following understanding:

1. The process is voluntary, both for the reviewer and the reviewee, except for a teacher involved in the remediation process.
2. Any documents generated through the peer review process shall be the property of the teacher being reviewed.
3. Any time an expense is needed for the training or the actual reviewing shall be provided for in the School District staff development plan.
4. Peer review will never be part of a summative evaluation or used to discipline or terminate a teacher.
5. Before the peer review process is implemented, the process shall be ratified by the Exclusive Representative and the School District.
6. At the end of two years, the Peer Review committee will evaluate the Peer Review process.

## **ARTICLE VI BASIC SCHEDULES AND RATES OF PAY**

### Section 1. Basic compensation:

Subd. 1. 2021-2022 Rates of Pay: The wages and salaries reflected in Appendix C, attached hereto, shall be effective only for the 2021-2022 school year and teachers shall advance one increment on the salary schedule.

Subd. 2. The 2022-2023 Rates of Pay: The wages and salaries reflected in Appendix D, attached hereto, shall be effective only for the 2022-2023 school year and teachers shall advance one increment on the salary schedule.

Section 2. Status of Salary Schedules: The salary schedule shall not be construed as a part of a teacher's continuing Agreement. 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. An individual teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

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

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

Subd. 2. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent in writing prior to taking the course. All credits, above and beyond a bachelor's degree, in order to be considered for application on the salary schedule, must be graduate level courses, except that undergraduate work could be specifically approved by the School District. All courses must receive an average grade equivalent of B or higher for each lane change and/or a pass, in a pass/fail course, in order to receive credit on the salary schedule. No more than six credits may be taken for a pass/fail grade in any lane change. Pass/fail may only be taken if the course is not offered for a grade.

Subd. 3. Effective Date: Individual Agreements will be modified to reflect qualified lane changes twice every year effective at the beginning of the school year or the beginning of the second semester providing a transcript

of qualified credits is submitted to the superintendent's office not later than September 15 or January 15 of each year. Credits otherwise qualifying shall not be considered until the following year.

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

Subd. 5. Payment of the Present Schedule: The rules contained herein relating to application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the current school year. By September 1 of the current school year, each teacher shall decide whether to receive his/her salary on a nine-month basis or twelve month basis. Based upon the individual indication (in writing upon the individual withholding form) equal installments shall then be paid on the fifteenth (15th) and the last day of the month. If either of these days falls upon a weekend or legal holiday, payment shall be made prior to the weekend or holiday. If the employee chooses to be paid in 24 equal installments, the four (4) checks for July and August will be given to the employee or sent to the bank at the same time as the June 30th installment. Direct deposits of paychecks shall be made on the designated payday. Employees can choose to be paid in 18 or 24 equal installments.

Subd. 6. Prior Experience: A new teacher shall be placed on the lane of the salary schedule as provided in this article and on such step as agreed upon between the School District and the teacher.

Subd. 7. Application: Credits to apply to lanes beyond a particular lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.

Subd. 8. Lane Change for Vocational Certification: The District will grant one (1) lane change to any teacher holding vocational certification in an area germane to the teacher's certification and teaching assignment. If a teacher becomes vocationally certified during the school year, at the request of the School District, his/her lane change shall become effective as of the date of his/her certification pending approval of the School District.

Subd. 9. Credits: The term "credit" refers to semester hours. One quarter hour is equal to two-thirds (2/3) of a semester hour. One semester hour is equal to one and one-half quarter hours.

Section 4. Substitute Teachers: In those cases where certified substitute teachers are not available and any full time teacher voluntarily agrees to serve as a substitute, said teacher will be paid thirty five dollars (\$35) for each period substituted. Such assignments will be made by the principal of the school and will be distributed as equitably as possible among members of the school faculty. Any full time teacher may be paid a maximum of \$35 in any one work day, under this section.

Section 5. Homebound Instruction: A notice of any opening of a homebound instructional position shall be made available to the teaching staff. A qualified teacher's request for a position shall be honored to the extent that it does not conflict with the instructional requirements and best interests of the School District, as determined by the School District.

Section 6. Homebound Pay: The rate of pay for homebound instruction shall be twenty-five dollars \$25 per hour. Mileage will be paid as per District policy from the school.

Section 7. Long Term Substitute Pay: After ten (10) consecutive work days from the initial employment, in the same position, a substitute shall be paid on a pro rata basis on the current base salary.

Section 8. Savings Option: Each teacher shall have the option, through payroll deduction, to belong to a payroll savings plan of his/her choosing. A maximum of three (3) plans shall be in effect at any given time. Choices shall be determined, in writing, on September 1 and January 2 of each year. Deposits shall be mailed within five working days of a payroll deduction.

Section 9. Annuities (403b) Option: Each teacher shall have the option, through payroll deduction, to belong to a tax shelter annuity (403b) of his/her choosing. A maximum of five (5) plans shall be in effect at any given time. Choices shall be determined, in writing, on September 1 or January 2 of each year.

Section 10. Curriculum Development: A teacher who participates in curriculum development, as specifically approved by the School District, above and beyond that which is part of a teacher's typical work load as determined by the School District, shall be paid at the rate of thirty dollars (\$30) per hour. All assignments of this nature, whether initiated by a teacher or School District, shall be made by the School District. Such assignments need not reflect seniority, area of licensure, past practice, or other similar factors. If the curriculum development is teacher initiated, a detailed outline, including the approximate number of hours involved, shall first be submitted to the superintendent. All assignments shall reflect effort that is required above and beyond the contractual workday.

Section 11. Independent Study: Teachers who provide students with independent study programs, which have been approved by the School District, shall be paid two hundred dollars (\$200.00) per semester for each student enrolled in the program. Maximum compensation per subject per semester is four hundred dollars (400.00). In order to be applicable as an independent study alternative, a teacher must submit a written plan to the School District. This written plan must contain detailed goals and objectives including materials to be used, assessment methods and grade basis. The District shall reserve the right of the final determination as to a course's applicability and student participation.

Section 12. Compensatory Time: Compensatory time ("comp time") is defined as earned time off for extra time worked beyond regular school duties.

Subd. 1 Usage: Comp time may be used for situations that a teacher feels he/she needs to attend. Request for comp time must be made to the administration in writing, in advance, except in the event of emergencies.

Subd. 2 Duration: Comp time cannot be rolled over and must be used by the end of the last teacher duty day of the year.

Section 13. Early Childhood Teachers: It is recognized that early Childhood teachers are covered by the Master Agreement.

Subd. 1: Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for Early Childhood teachers shall be as assigned by the School District and may be modified from time to time based upon the needs of the Early Childhood program. In-house Early Childhood substitutes will be compensated at the same rate as other in-house substitutes.

**ARTICLE VII  
EXTRACURRICULAR SCHEDULE AND PAYMENT**

This schedule shall not cause anyone to receive less compensation than he/she is presently receiving for a currently held position. All payments in a lump sum at the end of assignment. Hours worked shall be turned into the payroll department prior to payment.

	Year 1	Year 2	Year 3	Year 4	Year 5+
<b>Level 1A</b> Head BB	\$5,576	\$5,760	\$5,949	\$6,150	\$6,351
<b>Level 1B</b> Head FB,VB, bB, SB, Asst. BB	\$4,780	\$4,937	\$5,099	\$5,271	\$5,444
<b>Level 2</b> Head Speech, Asst.FB,VB, bB, SB	\$3,983	\$4,114	\$4,250	\$4,393	\$4,537
<b>Level 3</b> Dr.F	\$3,585	\$3,703	\$3,825	\$3,954	\$4,083
<b>Level 4</b> YrBk (after contract hours)	\$3,386	\$3,497	\$3,612	\$3,734	\$3,856
<b>Level 5</b> Head CC, JH FB, BB, VB, bB, SB	\$3,186	\$3,292	\$3,400	\$3,514	\$3,629
<b>Level 6</b> Sp Asst, CH	\$2,788	\$2,880	\$2,975	\$3,075	\$3,176
<b>Level 7</b> KnB	\$1,992	\$2,057	\$2,125	\$2,196	\$2,268
<b>Level 8</b> DrOA*, Sn	\$1,593	\$1,646	\$1,700	\$1,757	\$1,815
<b>Level 9</b> PROM/11th, LW, StC	\$1,195	\$1,234	\$1,275	\$1,318	\$1,361
<b>Level 10</b> DrF(ASST) DrOA(ASST), Music (after contract hrs)	\$797	\$823	\$850	\$879	\$907
<b>Level 11</b> HF, JF, G, ScC, NHC	\$398	\$411	\$425	\$439	\$454
<b>Level 12</b> 10th	\$199	\$206	\$212	\$220	\$227

FB=Football  
 BB=Basketball  
 VB=Volleyball  
 Sp=Speech bB=Baseball  
 SB=Softball  
 Dr=Drama  
 DrF=Drama Fall  
 DrOA=Drama Onc Act  
 CC= Cross Country  
 KnB=Knowledge Bowl  
 YrBk=Yearbook  
 CH=Cheerleading  
 StC=Student Council  
 Sn=Senior Advisor  
 10<sup>th</sup>=10<sup>th</sup> Grade Advisor  
 11<sup>th</sup>=11<sup>th</sup> Grade Advisor  
 LW=Letter Winners  
 PROM=Prom HF=Health  
 Fair  
 JF=Job Fair  
 G=Garden Advisor  
 ScC=Science Club  
 NHC=National Honor  
 Society  
 \*DrOA and DrOA/Asst.  
 compensation can be  
 combined into one position



Section 3. Assignment: All extracurricular assignments shall be advertised simultaneously to the certified staff and any applicant outside the bargaining unit (all applicants may be required to demonstrate ability, knowledge, and/or experience in the activity being selected for. The acceptable level of ability, knowledge and/or experience shall be determined solely by the School District.) If the School District is unable to fill any position after having given five (5) working days written notice to the certified staff, the District may offer said position to any applicant. If teaching staff applies and is passed over for the position, they can later be offered the position, but not assigned it. This section shall not preclude any management rights specified in Article XIII, Section 2 or other provisions of this Agreement. However, extracurricular assignments are to be made by mutual agreement between the District and the employee.

The District will place ads in the official paper, and other local papers as deemed necessary for the position. The School District will also advertise the extracurricular position with the Bemidji State University placement office. If after the above procedure has been followed and no qualified applicant has been found, the District will again go back to the Laporte teachers' bargaining unit and ask if there are any volunteers for the position. If there are no volunteers for the position, then the District can assign that extracurricular event to the least senior qualified teacher in the bargaining unit. Said teacher will only have to accept one assignment in a three year period of time. Should the same position remain open in the next year and the same procedure has been followed, the next least senior qualified teacher will be assigned. If a teacher has been terminated from an extracurricular activity by June 15 of any year, the School District shall not be obligated to offer that position to him/her in the future.

The District has the right to extend extracurricular assignments if mutually agreeable between the School District and the employee.

Section 4. After School Enrichment Program: The Laporte School District may offer an enrichment program to students which will be staffed by voluntary teachers whenever possible, on a weekly basis. When voluntary teachers cannot be procured, the school district administration has the right to assign teachers for a week at a time on a rotating basis to staff the program. Compensation for this assignment will be twenty dollars (\$20.00) per hour. The program will be set up and overseen solely by the administration, and they reserve the right to accept or reject any volunteer.

## **ARTICLE VIII INSURANCE PROTECTION**

Section 1. Health Insurance: The District shall provide health care protection under the present health care plan or another plan with comparable coverage for the duration of this Agreement for each full-time teacher employed by the School District, who qualifies for and is enrolled in the District health plan.

Subd. 1. Payment: During the 2021-2022 school year (September to September) the District shall contribute toward the single premium six hundred sixty-seven dollars (\$667) monthly for health insurance coverage under the existing health insurance plan for each full-time teacher employed by the District who is qualified for and enrolled in the District's health care plan.

Subd. 2. Payment: During the 2022-2023 school year (September to September) the District shall contribute toward the single premium eight hundred eight dollars (\$808) for health insurance coverage under the existing health insurance plan for each full-time teacher employed by the District who is qualified for and enrolled in the District's health care plan.

Subd. 3. Flexible Benefits: The District will continue to offer a 125 flexible benefit plan that is mutually agreeable between the exclusive representative and the District as long as said program is financially beneficial (i.e.: a break-even consideration) to the District based on District judgment.

Subd. 4 HSA: An employee enrolled in the high deductible single or family health insurance, the employer will contribute the difference between the offered high deductible single Health insurance premium and \$667 in the 2021-2022 contract year and \$808 in the 2022-2023 contract year to an HSA.

Section 2. Long Term Disability Insurance: The District shall offer income protection insurance under the present income protection insurance plan or another plan with comparable coverage for the duration of this Agreement for each full-time teacher. The exclusive representative's insurance committee shall be consulted before any specific bid specifications are released. The premium shall be borne by the teacher and shall be paid through payroll deduction.

Section 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy 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. Eligibility: Full benefits provided in this article are designed for full-time personnel as described in Articles III and IX hereof.

Section 5. Duration of Insurance Contributions: A teacher is eligible for School District contribution as provided in this article as long as the teacher is employed by the School District. Upon termination of employment, all District contribution shall cease except that a teacher who has completed a full year shall be eligible for 12 months' contribution.

## **ARTICLE IX PART TIME TEACHER**

Section 1. Advancement: A teacher working half-time (1/2) or more will receive a full step advancement. A teacher must be employed a minimum of one hundred thirty-five (135) days in a school year to qualify for the advancement.

Section 2. Insurance: A part-time teacher shall be entitled to all insurance benefits on an exact percentage (pro rata basis) of the full-time teacher's benefit. A part-time employee must meet insurance company's minimum weekly working hours eligibility requirements.

Section 3. Preparation Time: A part-time teacher shall be entitled to an exact percentage (pro rata basis) of the full-time preparation time.

Section 4. Leaves: A part-time teacher shall be entitled to an exact percentage (pro rata basis) of all leaves accorded a full-time teacher.

## **ARTICLE X SUSPENSION WITHOUT PAY**

Section 1. Without Pay: A teacher may be suspended without pay for good and sufficient reason. Any suspension is subject to the grievance procedure.

Section 2. Notice: Suspension shall take effect upon the teacher's receipt of written notification from the Superintendent of Schools to the teacher, stating the grounds for the suspension together with a statement that the teacher may make a written request within five (5) working days after receipt of such notification for a hearing before the School District to review the suspension. If no hearing is requested within such five (5) working day period, it shall be deemed acquiescence by the teacher to the suspension, pursuant to Article XV, Section 3, Subd. 2.

Section 3. Hearing: If the teacher requests a hearing within the five (5) day period, the hearing shall take place within seven (7) calendar days after receipt of the request for a hearing. At the option of the School District, the hearing may be by a committee or designated representative of the School District. The School District reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated appropriately for any salary or fringe benefits lost during the period of the suspension not affirmed by the

School District. The teacher shall be notified of the date, time and place of the hearing, and the School District shall issue its written decision within seven (7) calendar days after the conclusion of the hearing.

Section 4. Grievance: The decision of the School District shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) calendar days after receipt of the School District's decision to suspend.

## **ARTICLE XI SEVERANCE PAY FOR TEACHERS**

Section 1. Resignation/Retirement: A full-time teacher, who started working for the district prior to August 15, 1997 shall be eligible for severance pay pursuant to the provisions of this article upon resignation/retirement and submission of a written resignation accepted by the School District. The retiree fringe benefit pool shall have no additional resignees/retirees added and related provisions shall be removed from this agreement when all currently eligible resignees/retirees have exhausted benefits.

Section 2. Service: Severance pay shall not exceed 75 days:

1. After ten years of service, two days' pay for each year of service.
2. After fifteen years of service, two and one half days' pay for each year of service.
3. After twenty years of service, three days' pay for each year of service.

Section 3. Severance Pay: A part-time teacher shall accrue credit toward severance pay on an exact percentage (pro rata basis).

Section 4. Retirement: In addition to severance pay provided in Section 2, upon retiring, a teacher with at least 20 years of teaching in District 306 shall be eligible to receive the amount obtained by multiplying 30% of the accrued sick leave times his/her daily rate of pay.

Section 5. Daily Rate: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the salary schedule for the school year, and shall not include any additional compensation for extracurricular activities, extended employment, or other compensation.

Section 6. Annual Installments: Severance pay shall be deposited by the School District to an employee's 403B retirement account, and shall not be granted to any teacher who is discharged by the School District. Upon the death of the recipient, any remaining installments shall be paid as a lump sum to the estate.

Section 7. Health Insurance: In addition, teachers who retire will be subject to MS 471.61, Section 3, Subd. 2b and Section 4.

Section 8. Retirement Year: This article shall apply only to teachers who retire at the conclusion of the 1977-78 school year or later, and shall not be retroactive to any teacher who retired prior to July 1, 1977.

Section 9. 403(b) Annuity Matching Program: All teachers employed after August 15, 1997 no longer qualify and shall not be eligible for severance pay under Article XI of the Master Agreement. Such teachers shall only be eligible to participate in the 403(b) annuity matching program. The Laporte School District shall make matching contributions to such program, the maximum amount as set forth in Subd. 2 below.

Subd. 1 Any teacher eligible for severance pay under Article XI of this Master Agreement will continue to be eligible to receive severance pay as set forth therein. Such teachers may also participate in the District's 403(b) annuity matching program. The district matching contribution to such program shall be in the amount as set forth in Subd. 2 below. Upon the teacher's retirement, the total amount of the District matching contribution to the teacher's 403(b) annuity account shall be deducted from any severance pay obligation/entitlement under Article XI of the Master Agreement. If the total amount of the District matching contribution to a participating

teacher's 403(b) annuity account is more than he/she would have received in severance pay under Article XI of the Master Agreement, the teacher shall not be entitled to receive any severance pay pursuant to Article XI.

Subd. 1.A. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each teacher pursuant to the provisions of this article.

Subd. 1.A.i Full-time Teachers:

Full-time, eligible teachers, after completion of their third (3rd) consecutive year of teaching service in the School District, shall be eligible for an annual School District matching contribution as follows:

Current year of service	Maximum matching contribution
0-3	No match
4-10	\$500
11-15	\$1000
16-20	\$1500
21+	\$2000

-Maximum Career matching contribution for an individual = forty thousand dollars (\$40,000)

a. The District will make the foregoing matching contribution to only those teachers choosing to participate in an approved teacher's 403(b) annuity account at the option of 100% of the total match contribution offered by the District as outlined above. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual teachers may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Subd.2.A. Part-time Teachers:

Eligible part-time teachers shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Subd.2.C. Death of a Teacher Participant:

If a teacher participant dies before retirement, the teacher's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Subd.3. Vendors:

The District will make matching contributions only to annuity plans offered by vendors approved by the State Board of Investment. The Exclusive Representative of the EM-LT shall designate ten (10) of the vendors approved by the State Board of Investment to which matching contributions will be made. Any additional vendors to the current list (below) must be suggested by EMLT leadership before Aug. 15, 2022. Vendors selected shall remain so during the duration of this Master Agreement and will not change unless directed by the State Board of Investment.

- Ameriprise Financial Services Inc.
- Education MN - Commonwealth
- Thrivent Financial
- Invesco Oppenheimer
- AIG Retirement Services (formerly VALIC)

**Subd.4. Notice of Participation:**

To be eligible for the provisions of this article, a teacher must notify the Business Office, in writing, by September 1st or by January 2nd of his/her intention to participate in this matching program and the amount of the teacher's contribution. This notice shall continue from year to year at the specified amount unless the teacher notifies the Business Office, in writing, otherwise. Contribution changes are allowed 2 times per year.

**Subd.5. Lifetime Limitation:**

The maximum lifetime School District contribution to any teacher pursuant to this article shall be \$40,000, and, upon reaching this maximum, the teacher shall no longer be eligible for School District contributions.

**Subd.6. Other:**

The District will make the foregoing matching contribution to only those teachers choosing to participate in an approved teacher's 403(b) annuity account. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual teachers may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

Subd. 7. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 306 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S.C. 403(b).

## **ARTICLE XII LEAVES OF ABSENCE**

Section 1. Sick Leave: All full time teachers shall earn sick leave according to the following schedule; thirteen (13) days, five (5) of which can be used as personal days; 1 personal day can be rolled over to the next year for a maximum of 6 personal days in a school year. All other days roll over into sick days. All yearly sick days will be available on the contract starting date of each school year, July 1.

Subd. 2. Illness: Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 3. Medical Certificate : The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness, in order to qualify for sick leave pay. However, the District reserves the right to require a second opinion from another qualified physician. In the event that a medical certificate is required, the teacher will be notified in writing.

Subd. 4. Written Request: A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of the illness or disability, up to one (1) year, and the leave may be renewed each year upon written request by the teacher. The above provisions notwithstanding M.S. 122A.40, Subd. 12 and other pertinent articles of this Agreement shall still apply.

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

Subd. 6. Sick Leave Bank:

Statement of Intent: A voluntary sick leave bank shall be established and is expressly intended to be used by any teacher who has elected to participate in the bank and who is physically incapable of

performing his/her duties due to accident or serious illness after he/she has used his/her personal accumulated sick leave. It is not intended to be used for any other type of leave provided for in this contract. All deductions from this bank will be made only with the approval of the EM-LT for sick leave days approved by the school board or its duly designated representative. No teacher shall be allowed to use more than 90 days from the sick leave bank per incident or situation.

Implementation: The sick leave bank shall be maintained in the following manner: each teacher who wishes to participate shall contribute 4 sick leave days from his/her accumulated sick leave, either in one year or 2 days per year from two consecutive years. When the sick leave bank is depleted down to 40 days, any teacher who desires to participate in the sick leave bank shall contribute two sick leave days from his or her accumulated sick leave. Participating members of the bargaining unit who exhaust their personal accumulated sick leave allowance, and have taken 2 unpaid days, shall be allowed reasonable and necessary withdrawals from the common bank. A signed election to participate shall be filed when other declarations are made in the fall.

Subd. 8. Bereavement Leave: In the event of the death of one of the following: spouse, child, parent, grandparent, grandchild, foster child, in-law, brother or sister, significant other, or extended family member, a teacher shall be granted up to five (5) days of bereavement leave. There shall be no loss of salary or other fringe benefits. Additional time may be granted by the District if the teacher requests it to the administration. Such leave shall be deducted from sick leave.

Section 2. Personal Leave: Of the 13 sick days granted at the start of each school year to a full time teacher, 5 will be designated as personal days. If a teacher does not use all personal days in a school year, 1 will roll over to the next year. A teacher will have the use of a maximum of 6 personal days in a school year. As personal days are used, they are deducted from sick leave. Personal days may be used at the discretion of the teacher and are granted under terms defined in Subd. 1, Requests.

Subd. 1 Requests: Requests for personal leave must be made, in writing 3 days, in advance, except in the event of emergencies. Two teachers can take personal leave at the same time on any given date and the superintendent has discretion to allow more, including cases of emergencies. Additional days of leave to be deducted from sick leave for unusual circumstances may be granted by the superintendent whose decision is final and binding and is not subject to the grievance procedure.

A teacher may not use personal leave on staff development days except for extenuating circumstances.

Section 3. Requested Leaves of Absence: Upon written application, a teacher who has been employed for five (5) years or more shall be granted one (1) and may be granted two (2) years unpaid leave of absence. Upon return from the leave of absence, a teacher shall be restored to his/her former position or to a position of like nature and status and shall be placed on the salary schedule at the next salary step from where he/she left while reflecting increased education that may have occurred. A teacher taking a leave of absence for education purposes shall obtain prior written approval for the study in order for credits to apply toward a lane change. The teacher shall maintain tenure, accumulated sick leave, and all other accrued benefits and advantages provided in this Agreement. During said absence, a teacher may continue in the insurance program at no cost to the District. During the period of unpaid leave of absence, a teacher may engage in remunerative employment and may accept grants and fellowships. A teacher on unpaid leave of absence shall indicate to the School District, in writing, prior to June 1st of the year of leave, whether or not he/she intends to return to his/her former position. Failure to do so by June 1 will result in termination of that teacher. A teacher requesting an unpaid leave of absence shall take such action by March 1st of any year and shall indicate the length of time of such absence.

Section 4. Exclusive Representative Leave: The District may grant to the exclusive representative up to five (5) days of non-accumulative leave annually to be used upon written request and at the discretion of the executive committee of the exclusive representative to carry out the business of the exclusive representative. Teachers making use of the

leave shall lose no salary or fringe benefits. A substitute teacher will be provided for by the exclusive representative. If suitable arrangements can be made, the substitute may be provided for by members of the exclusive representative donating their preparation time.

Section 5. Administrative Leave. Personnel who are directed to attend meetings by the District will not have that leave charged against sick leave or personal leave insofar as that leave is within the time confines of the directive.

Section 6. Jury Duty Leave: If a teacher is required for jury duty, the teacher shall be compensated at his or her normal rate by the District. The teacher shall reimburse the District for jury duty pay, but would be allowed to keep expenses.

Section 7. Unpaid Absence Deduction: For any unpaid absence, as determined by School District approval, a teacher's annual salary divided by the number of Agreement duty days shall be deducted for each day's absence.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Child Care Leave:

Subd. 1. Subject to the provisions of this section, child care leave will be granted to any teacher who is a parent.

Subd. 2. The teacher making application for child care leave shall inform the superintendent in writing of the intention to take the leave at least 60 calendar days before commencement of the intended leave or in the case of an unusual circumstance, as mutually agreed with the superintendent.

Subd. 3. Child care leave will be granted by the District to the teacher-parent of a natural or adopted child provided such teacher-parent is caring for the child on a full-time basis. The teacher may utilize sick leave pursuant to the sick leave provisions of this Agreement during the period of child care leave.

Subd. 4: The School District and the teacher may mutually adjust the proposed beginning and/or ending date of the child care leave so that the dates of the leave coincide with some natural break in the school year - i.e. winter vacation, spring vacation, semester break, or quarter break, end of the grading period, end of the school year, or the like.

Subd. 5: In making a determination concerning the commencement or the duration of the child care leave, the School District shall not in any event be required to grant any leave more than 12 months in duration.

Subd. 6: The teacher returning from child care leave shall be reemployed in the position (or a similar position) that she/he left unless that position has been changed, and then the teacher will be employed in a position that he/she is licensed for with the understanding that the teacher has not been previously discharged or placed on unrequested leave.

Subd. 7: Failure of the teacher to return to work on the date agreed on shall constitute grounds for termination unless the School District and the teacher mutually agree to the extension of the leave.

Subd. 8: The teacher who returns from a child care 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 leave.

Subd. 9: Family Medical Leave Act (FMLA) leave shall be granted pursuant to applicable law.

Subd. 10: Leave under this Section shall be without pay or fringe benefits except as provided in Subd. 3 and Subd. 9.

Section 10. Worker's Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, or the teacher shall sign over to the District the worker's compensation benefits at the District's option, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 11. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay the monthly premium to the School District in advance.

Section 12. Additional Leaves: Requested leaves of absence not covered under sections 1 - 8 may be granted without pay by the School District for emergency purposes only. The decision of the School District shall be final and binding and not subject to the grievance procedure.

Section 13. Staff Development days: No leave or time off will be granted without prior administrative approval for staff development days, except for extenuating circumstances.

### ARTICLE XIII

#### UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

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

Subd. 1. Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1.

Subd. 2. Qualified: "Qualified" shall mean a teacher who has had teaching experience in such subject matter or field within the past five (5) years.

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of teaching service in the School District.

Section 3. ULA:

Subd. 1. Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five (5) 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 Superintendent by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective at the close of the school year or at such earlier time as mutually agreed upon by the teacher and the School Board.

Subd. 2. Notice to teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that: a) states the applicable grounds for the proposed placement; b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1.



Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed. A teacher who has acquired continuing contract rights must not be placed on ULA while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in a position for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on ULA in inverse order of seniority, as calculated by initial date of hire in the district as a licensed teacher.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be based on tiered licensure: tier 4 teachers will be retained as a tiebreaker over tier 3 and tier 3 over tier 2 teachers in a tiebreaker situation.

Subd. 7. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in "Section 2." above, to accommodate the seniority claims of a junior teacher.

Section 5. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

#### Section 6. Reinstatement:

Subd. 1. Process: No teacher shall be newly employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

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

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such ten (10)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. A teacher on unrequested leave does not forfeit right to reinstatement when accepting or refusing a position for less than the full position from which they were released. This right would remain in effect for three years from the date of ULA for that teacher.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years<sup>2</sup> from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.

**Section 7. Establishment of Seniority List:**

Subd. 1. Preparation: The School Board shall annually cause a seniority list on November 1<sup>st</sup> (by name, date of employment, qualification, Tier, and subject matter or field) to be prepared from its records. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School District.

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

Subd. 3. Final List: Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher.

**Section 8. Filing of Licenses:** In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

**Section 9. Effect:** This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2., Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

**Section 10. Right to a hearing and decision:** A teacher placed on ULA has the right to a hearing as outlined in Section 4 of Article XV, beginning at the arbitration level, of the Master Agreement.

**ARTICLE XIV  
HOURS OF SERVICE**

Section 1. Basic Day: The basic teacher's day, inclusive of lunch, shall be seven and three-quarters (7 3/4) hours.

Section 2. Preparation time: All full-time teachers shall be allowed a minimum of 60 minutes per day as preparation time. This time shall be a continuous period of time except when scheduling conflicts require that preparation time be divided. If this is necessary, preparation time for teachers shall be divided into no more than two reasonably equitable periods of time per day.

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

**ARTICLE XV  
LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: Pursuant to M.S. 126.12, the School District shall, following consultation with the exclusive representative, prior to the end of the school year, establish the number of school days and teacher duty days for the next school year, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority has determined to conduct school. The school year for 2021-2022 shall consist of no more than one hundred eighty (180) days, and the 2022-2023 school year shall consist of no more than one hundred eighty (180) days.

Section 2. Modifications in Calendar, Length of School Day: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School District shall determine, if any.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A grievance means a dispute or disagreement as to the interpretation or application of any term or terms of any Agreement required under Minnesota School District Statutes 179A.20

Section 2. Representative: The teacher, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act on his behalf.

Section 3. Procedure:

Subd. 1 Any teacher, group of teachers or the Exclusive Representative may file a grievance using the following procedure:

- Step 1. Within 10 days of the action giving rise to the grievance, a teacher and/or his/her representative shall meet with the appropriate District administrator in an attempt to resolve the grievance. If a resolution of the grievance is not reached and the District denies the grievance the administrator must notify the Exclusive Representative, in writing, within 5 days of the meeting of the denial.
  
- Step 2. Within 5 days of receiving the written denial from the administrator the Exclusive Representative shall forward the grievance to the superintendent in writing. The superintendent shall meet with the Exclusive Representative within 5 days of receiving the written grievance in an attempt to resolve the grievance. If a resolution of the grievance is not reached and the District denies the grievance, the superintendent must notify the Exclusive Representative, in writing, within 5 days of the meeting, of the denial.
  
- Step 3. Within 5 days of receiving the written denial from the superintendent the Exclusive Representative shall forward the grievance to the School Board in writing. The School Board shall meet with the Exclusive Representative within 5 days of receiving the written grievance in an attempt to resolve the grievance. If a resolution of the grievance is not reached and the District denies the grievance, the School Board must notify the Exclusive Representative, in writing, within 5 days of the meeting, of the denial.
  
- Step 4. Within 5 days of receiving the written denial from the School Board the Exclusive Representative shall forward the grievance to arbitration. She/he shall notify the District and the BMS in writing of her/his intent. The notice to the BMS shall include a request for a list of arbitrators to hear the grievance. The hearing date will be mutually established between the Exclusive Representative, the District and the arbitrator.

Section 4. Arbitrator's Authority: The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of the existing contract. The decision and award of the arbitrator shall be final and binding on both parties.

Section 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expense 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 shall be made of the hearing 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.

Section 6. Forfeiture: Failure to follow the time lines in this procedure by the District or the Exclusive Representative shall result in a resolution of the grievance in favor of the non-offending party.

Section 7. Extension of Timelines: To facilitate resolutions to grievances, the parties are encouraged to extend timelines whenever possible. Timelines can only be extended by mutual agreement.

Section 8 Appropriate Step: The parties may mutually agree to skip in any step in the grievance procedure whenever it is deemed appropriate.

#### Section 9 Mediation

Subd. 1 The District and the Exclusive Representative encourage the use of mediation to resolve all grievances. The parties will always attempt to mutually agree to the mediation procedure. Failure to mutually agree will result in the parties continuing through the grievance procedure.

Subd. 2 Agreeing to mediation will not put the rest of the grievance procedure on hold unless mutually agreed by the parties to do so.

### **ARTICLE XVII DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through July 1, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor Agreement is not entered into prior to the commencement of school in 2023, a teacher shall be compensated according to the last individual Agreement executed between the teacher and the School District until such time that a successor Agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023 including an outline of the proposed changes. Complete language and detail of the proposed changes shall be submitted no later than July 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

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

Section 3. Finality: 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.

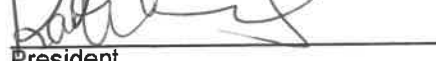
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section 5. Individual Teacher Contracts: A sample of the Teacher Contracts in use shall be included in the Master Agreement, Appendices A and B.


In Witness Thereof, the parties have executed this agreement as follows:

For EDUCATION MINNESOTA-  
LAPORE TEACHERS (EMLT)

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

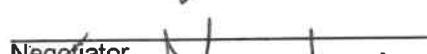
Dated this 2<sup>nd</sup> day of November, 2021


For INDEPENDENT SCHOOL DISTRICT  
#306

  
\_\_\_\_\_  
Chair of Board

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Superintendent

Dated this 19<sup>th</sup> day of November, 2021

# APPENDIX A

## TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No \_\_\_\_\_ of the State of Minnesota, \_\_\_\_\_, Minnesota,

enters into this contract, pursuant to *M.S. 122A.40*, as amended, with \_\_\_\_\_, a legally qualified

(Name of Teacher)

licensed teacher who agrees to teach in the public schools of said district as

.....  
(Insert General Assignment)

for the school year **20** to **20**

The following provisions shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board, or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and the State of **Minnesota**, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of *M.S. 122A.40*, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge for cause of teachers. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to *M.S. 122A.40*.
3. **Duty Year:** The teacher's duty year **and vacation** days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services:** The school board, or its designated representative, may assign the teacher to extracurricular, cocurricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, cocurricular, or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, cocurricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. **Special Prop; tons:** (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

	Additional Service	Additional Compensation
1		\$
2		\$
3		\$

7 In consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$	For basic services
\$	For additional services as set forth in paragraph 6
\$	Total salary, exclusive of fringe benefits

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this \_\_\_\_\_ day of \_\_\_\_\_ ... 20

Teacher

IN WITNESS THEREOF we have subscribed our signatures this \_\_\_\_\_ day of \_\_\_\_\_ 20

INDEPENDENT SCHOOL DISTRICT NO.....

Chairperson Clerk

**APPENDIX B**

**NOTICE OF ASSIGNMENT**

TO:

DATE:

FROM: INDEPENDENT SCHOOL DIST. #306

OFFICIAL'S SIGNATURE:

SUBJECT: NOTICE OF SALARY AND ASSIGNMENTS FOR THE 20\_\_ -20\_\_ SCHOOL YEAR.

Your basic assignment for the school year is:

Pursuant to the provisions of the teachers' Master Agreement, Salary for the school year for basic services is:

\$            Lane    Step

In addition, you have been assigned the following extra assignment(s) at the specified additional compensation, for the school year.

Assignment    Additional Compensation\*

Your total salary, exclusive of fringe benefits, for basic services and extra assignments is \$

The school district reserves the right to make any modifications or adjustments in these assignments during the school year.

\* In those years where negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the master agreement, if any.

## Appendix C

### Salary Schedule 2021-2022

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
1	40,628	41,714	42,800	44,052	45,304	46,641	47,978
2	41,967	43,053	44,135	45,389	46,643	47,980	49,312
3	43,345	44,429	45,519	46,768	48,449	49,359	50,697
4	44,808	45,894	46,983	48,233	49,485	50,819	52,159
5	46,272	47,356	48,446	49,694	50,949	52,286	53,622
6	46,272	48,818	49,991	51,244	52,494	53,831	55,167
7	46,272	49,441	51,539	52,788	54,041	55,377	56,714
8	46,272	50,065	53,379	54,633	55,885	57,221	58,554
9	46,966	50,688	55,086	56,353	57,625	58,921	60,273
10	47,671	52,209	56,790	58,096	59,352	60,689	62,080
11	48,386	53,775	60,198	61,581	62,913	64,329	65,806
12	49,112	54,582	61,101	62,505	63,856	65,294	66,793

Note: The above salary schedule includes a 2% increase over the 2020-21 schedule and a new step 12, which is 1.5% above step 11.

## Appendix D

### Salary Schedule 2022-2023

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
1	41,440	42,548	43,656	44,933	46,210	47,573	48,937
2	42,806	43,914	45,018	46,297	47,575	48,939	50,298
3	44,212	45,318	46,429	47,703	49,418	50,346	51,711
4	45,704	46,812	47,923	49,197	50,475	51,836	53,202
5	47,198	48,303	49,415	50,688	51,968	53,332	54,695
6	47,198	49,795	50,991	52,269	53,544	54,907	56,270
7	47,198	50,430	52,569	53,844	55,121	56,484	57,848
8	47,198	51,066	54,446	55,726	57,002	58,365	59,725
9	47,905	51,702	56,188	57,480	58,777	60,100	61,478
10	48,624	53,253	57,925	59,258	60,539	61,903	63,322
11	49,353	54,851	61,402	62,813	64,171	65,616	67,122
12	50,094	55,674	62,323	63,755	65,133	66,600	68,129
13	50,845	56,509	63,258	64,712	66,110	67,599	69,151

Note: The above salary schedule includes a 2% increase over the 2021-22 schedule and a new step 13, which is 1.5% above step 12.



## **Memorandum of Understanding**

For the 2021-2023 Master Agreement

The Exclusive Representative, by majority vote of the Education Minnesota-Laporte Teachers, agrees to give the Laporte School \$40,000 in the 2021-2022 school year and \$40,000 in 2022-2023 school year. These funds are to be taken out of the staff development fund.

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