

Master Agreement

between

River Bend Education District No. 6049

New Ulm, Minnesota

and

River Bend Education Minnesota

Local No. 4860

(Teachers)

July 1, 2023 through June 30, 2025

RIVER BEND EDUCATION DISTRICT MASTER AGREEMENT

2023-2025

Master Agreement (Licensed)

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ATTACHMENTS

- Appendix A: Grievance/Harassment Report Form
- Appendix B: Schedule A: 2023-2024 Salary Schedule
- Appendix C: Schedule B: 2024-2025 Salary Schedule

ARTICLE I PURPOSE

This Agreement is entered into between the River Bend Education District No. 6049, New Ulm, Minnesota, hereinafter referred to as “the Education District”, and the River Bend Education Minnesota Local No. 4860 (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 duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with PELRA, the Education District recognizes the River Bend Education Minnesota Local No. 4860 as the Exclusive Representative for all teachers as defined under PELRA. The Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

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 fringe benefits, except retirement contributions or benefits, other than Education District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the Education District’s personnel policies affecting the working conditions of the employees. The term does not mean educational policies of the Education District. “Terms and conditions of employment” are subject to the provisions of PELRA.

Section 2. Teacher: The term “teacher” shall mean all persons employed by the Education District in a position for which the person must be licensed or certified by PELSB, or are otherwise defined as teachers in Minn. Stat. § 179A.03. This shall not include the Executive Director, supervisory employees, confidential employees and others excluded by law.

Subd. 1. Tier 1 and Tier 2 Licensed Teacher: Minn. Stat. § 122A.182 states that a Tier 1 or Tier 2 license does not bring the teacher within the definition of “teacher” in Minn. Stat. § 122A. 40, Subd.1. or Minn. Stat. § 122A.41, Subd. 1. This point is important both for continuing contract status and for placement on unrequested leave of absence.

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

Section 4. Probationary Period: Time spent as a Tier 2 licensed teacher will be credited towards the teacher’s probationary period as provided in Minn. Stat. § 122A.182.

Section 5. Layoff: Tier 1 and Tier 2 teachers will be laid off prior to any qualified Tier 3 or 4 teachers being placed on unrequested leave of absence in that licensed area.

Section 6. Compensation: Tier 1 and Tier 2 teachers will be compensated as provided for in ARTICLE VI.

Section 7. Applicable Sections of the Master Agreement for Tier 1 and Tier 2: Tier 1 and Tier 2 teachers shall be covered by the following articles of the Master Agreement:

- ARTICLE I: PURPOSE
- ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE
- ARTICLE III: DEFINITIONS
- ARTICLE IV: EDUCATION DISTRICT RIGHTS
- ARTICLE V: EMPLOYEE RIGHTS
- ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY
- ARTICLE VII: GROUP INSURANCE
- ARTICLE VIII: WORK DAY
- ARTICLE X: COMPENSATED LEAVE
- ARTICLE XI: LENGTH OF SCHOOL YEAR
- ARTICLE XIII: GRIEVANCE PROCEDURE
- ARTICLE XVI: DURATION

Section 8: Sections of the Master Agreement Not Applicable for Tier 1 and Tier 2: Tier 1 and Tier 2 teachers shall not be eligible for the following articles of the Master Agreement, which only apply to Tier 3 and Tier 4 licensed teachers:

- ARTICLE IX: UNCOMPENSATED LEAVE
- ARTICLE XII: STAFF REDUCTION AND ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF DISTRICT AFFECTING TEACHERS
- ARTICLE XIV: PROGRESSIVE DISCIPLINE
- ARTICLE XV: MEET AND CONFER

Section 9. Long-Term Substitute Teacher: The term “long-term substitute teacher” shall mean any person who is employed by the Education District to replace an absent teacher for a period of thirty (30) or more consecutive working days.

Section 10. Full-Time Employee: The term “full-time” refers to a teacher who is regularly employed thirty-five (35) or more hours during a scheduled workweek.

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

ARTICLE IV EDUCATION DISTRICT RIGHTS

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

Section 2. Management Responsibility: The Exclusive Representative recognizes the right and obligation of the Education District Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational services to member School Districts.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the Education District and shall be subject to the Education District Board rules, regulations, directives and orders issued by properly designated officials of the Education District. The Exclusive Representative also recognizes the right, obligation and duty of the Education District Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the Education District Board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Education District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and the rules and regulations of the State and Federal governmental agencies. Any provision of the 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. Unless specifically included in this Agreement, alleged violations of State and Federal laws, rules and regulations are not arbitral under the grievance procedures.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial rights and managerial functions not specifically included in the Agreement are reserved to the Education District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employees or their 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.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees 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 employees with the Education District of such a unit.

Section 3. Request for Dues Check-off: The Exclusive Representative shall be allowed dues check-off for its members, provided the dues check-off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check-off pursuant to PELRA. Requests for membership dues check-off must be received in writing by the District Office by September 30 and shall continue in effect from year to year unless revoked in writing. Education Minnesota's application will contain a 30-day revocation window, September 1-30. All members will be able to revoke their dues authorization during this 30-day window, with an effective date of October 1. Upon receipt of a properly executed authorization card of the employee involved, the Education District will deduct from the employee's paycheck one-eighteenth (1/18) of the total dues beginning with the first payroll after receiving the signed "Payroll Deduction Authorization" form. The Education District shall forward each month such dues deducted the previous month, along with a list of the names of employees from whom deductions were made, to the treasurer of the Exclusive Representative. Upon receipt of a properly executed authorization card, deductions for individuals employed after the commencement of the school year shall be appropriately prorated by the business office.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the Education District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Exclusive Representative as provided in this Agreement.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. 2023-2024 Salary Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-2024 school year.

Section 2. 2024-2025 Salary Schedule: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2024-2025 school year.

Section 3. Status of Salary Schedule: The salary schedule is to be considered a part of a teacher's continuing contract. In the event a successor agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate, step and lane until a successor agreement is fully ratified. All teachers are eligible for any step and/or lane advancement that they may earn. All salary increases, to the extent applicable, shall be retroactive to July 1.

Section 4. Education District Discretion: The Education District may compensate employees above the salary schedule at its sole discretion. Any compensation so distributed will not be considered as a cost item when figuring the total package costs during negotiations.

Section 5. Placement on Salary Schedule: The following rules shall be applicable in determining placement of an employee 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 as determined by the Executive Director and/or designee.

Subd. 2. Workshop Credit: Workshop or clinic attendance may be substituted for undergraduate college credit as provided below:

- (a) The employee shall receive one quarter (0.25) credit for each twelve (12) hours of time spent at approved workshops or clinics. Proof of time spent will be required for final approval.
- (b) The maximum workshop credit allowed shall be five (5) quarter credits for every lane change.

Subd. 3. Grade and Credits: Employees shall be required to take a letter grade for the course if available. If only the pass and fail option is available, a pass grade shall be considered equal to a B. No more than five (5) undergraduate credits may be used for a single salary lane advancement. All credits must carry a B average or higher.

Subd. 4. Prior Approval: In order to be considered for application on the salary schedule, all college or workshop credits must be approved by the Executive Director and/or his/her designee in writing prior to the taking of the course.

Subd. 5. Salary Adjustment: Individual contracts will be modified to reflect qualified lane changes after the staff have completed and provided the Executive Director course completion paperwork requirements that lead to a change in salary. Requests for a change can be done at any time during the year. Requests for salary adjustments must be accompanied by an official transcript issued by the college registrar or grade card issued by the college of credits earned since the last adjustment was made.

Subd. 6. Advancement Degree Programs: An individual shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment or area of licensure as approved by the Executive Director and/or his/her designee and the degree program is approved in writing by the Executive Director and/or his/her designee in advance.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any employee or individual of any salary schedule placement already recognized and actually being paid for the current school year(s).

Subd. 8. Step Advancement: Attached to and incorporated into this Agreement on Schedule A and Schedule B is the basic salary schedule for the 2023-2024 and 2024-2025 school years respectively. As negotiated during the compensation negotiation discussion, teachers will advance one (1) increment (step) on the salary schedule for 2023-2024 school year and teachers will advance one (1) increment (step) on the salary schedule for the 2024-2025 school year. An individual must have worked a minimum of ninety (90) of their duty days of a school year as a teacher to qualify for a salary step advancement.

Subd. 9. Substitute Teachers: Substitute teachers shall be compensated at a rate not less than Education District Policy.

Subd. 10. Assigned Advancement Degree and License: Based on the needs of the Education District for College in the Schools (CIS), Advanced Placement (AP), or other academic programs, a teacher may be asked to earn additional credit for certification to teach these classes or for certifications needed.

- (a) The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the school district.
- (b) The teacher shall be compensated for the cost of tuition for the certification agreed upon by the teacher and the district.

- (c) The teacher agrees to teach for a minimum of five (5) years in the district after completion of these classes.
- (d) If the teacher leaves the district or changes assignment at the licensed staff's choice, the teacher shall reimburse the district an amount equal to 20% of the total certification amount per year for each year remaining of the five (5)-year period. The teacher will not be penalized if failure to teach the required class(s) during the five (5)-year period is caused by the Education District action.
- (e) Teachers may apply credits earned in ("a") above towards a lane change.
- (f) Should said teacher need prerequisite classes to do so, a mutual agreement for costs will be made by the district and said employee.

Section 6. Pay Deduction: Whenever a pay deduction is made for an employee's absence, the annual salary divided by the number of employee duty days shall be deducted for each day's absence or the individual's hourly rate if not a full day leave.

Section 7. Step Placement: A new employee shall be placed on such a step of the salary schedule as agreed between the Education District and said individual.

Section 8. Additional Compensation:

Subd. 1. Mileage: Employees using their own vehicles in the performance of their daily assigned duties, will be reimbursed at the federal IRS mileage rate. Employees shall be reimbursed for such mileage on a monthly basis. Mileage will be reimbursed under the following conditions:

- (a) Mileage will be reimbursed to itinerant employees who travel further than twenty-three (23) miles to their first work location from their homes. The Education District will not pay for staff to drive from their home to the River Bend building. The reimbursement for mileage does not include the first/last twenty-three (23) miles of travel.
- (b) Travel between worksites/districts throughout the work day and travel back to the River Bend buildings when required as part of their work duty will be eligible for reimbursement.
- (c) If an employee is at one of the River Bend buildings and a vehicle is available for travel but the employee chooses to take his/her own vehicle, then no mileage will be reimbursed without prior approval from administration.
- (d) The Education District administration retains the right to assign a vehicle to an employee. If the staff member declines the vehicle, the person will not be eligible for mileage.
- (e) Itinerant staff may have the option of attending before school and after school meetings virtually. It is the expectation that itinerant staff will immediately proceed to their worksite/begin work duties following the conclusion of the before

school meeting and/or will not leave their worksite/work duties to attend their after school meetings virtually before it is necessary. The school team needs to be made aware of your attendance virtually ahead of time. Attending meetings virtually should be reflected in your work calendar.

- (f) To be reimbursed for mileage, employees must submit documentation by the 15th of the following month. (For example, mileage for October must be submitted by November 15 to be reimbursed.)

Subd. 2. Cell Phones: The Education District shall provide itinerant employees with a Fifty-five Dollar (\$55) stipend per month, for each month of the employee's contract year, toward the employee's personal cell phone plan. In order to receive the monthly stipend, the employee must provide a copy of their current cell phone contract with the reimbursement request form at the beginning of their contract year.

Subd. 3. Special Education Lead Staff and Special Education Case Managers: Additional compensation for Lead Teachers shall be Eleven Hundred Dollars (\$1100) per year for the 2023-2024 & 2024-2025 school years. All classroom teachers who also case manage students will be given the option to take three (3) paperwork days each school year. This must be approved by the administration at least three (3) days in advance. Staff will be allowed to work in one of the River Bend locations (currently Broadway and Valley locations).

Subd. 4. Internal Teacher Substitutes: The Education District will have the right to assign a teacher to cover another classroom during the teacher's prep up to four (4) times per school year to address district staffing needs. When a teacher substitutes for another classroom teacher, he/she will be compensated at the rate of Forty Dollars (\$40) during their prep hour. The Education District will have the right to assign a licensed non-teaching staff person to cover a classroom up to four (4) times per school year to address district staffing needs. A teacher can agree to sub as many times as he/she is willing. The licensed non-teaching or itinerant staff subbing in a classroom will be compensated an additional Eighty Dollars (\$80) above their daily rate of pay if they sub for at least two (2) or more hours in a day. The teacher/licensed non-teaching staff will be assigned this responsibility by the Education District administration. All internal substitutes will be afforded full Crisis Prevention Institute (CPI) training prior to being assigned in a special education classroom and will be given the CPI refresher course each subsequent year.

Classroom teachers who substitute six (6) times or more during their prep period in a semester, will receive a Two Hundred Fifty Dollar (\$250) stipend for that semester.

An itinerant staff member who substitutes for another itinerant staff member or a vacant itinerant staff position shall be individually compensated at a rate of One Hundred Twenty-five Dollars (\$125) per day, with a limit of two (2) staff members. If coverage of leave requires more than

two (2) staff members, Two Hundred Fifty Dollars (\$250) per day will be divided amongst all of those staff.

Subd. 5. Crisis Prevention Institute (CPI) Instructors: Crisis Prevention Institute (CPI) Instructors shall receive a stipend of Five Hundred Dollars (\$500) per contract year. Paid at the last payroll of the year. If an employee leaves during the school year, no reimbursement will be earned. All instructors must document and turn into payroll at least three (3) separate trainings in a year.

Subd. 6. Area Learning Center (ALC) Summer and After School Credit Recovery: Compensation for a licensed teacher hired for the summer or after school credit recovery program at the ALC shall be based on the teacher's hourly wage per the current River Bend Education Minnesota Local No. 4860 (Teachers) Master Agreement salary schedule. The hourly wage shall be determined by dividing the teacher's salary per his/her placement on the current master agreement salary schedule by the number of workdays in their contract, and then calculating the hourly rate of the teacher.

Subd. 7. MA Billing: Additional compensation for advanced credentials/license: Any employee who attains, maintains, and utilizes the following licensures or certifications, when required for the teacher's job assignment, shall be paid Five Hundred Dollars (\$500) per year paid out per paycheck if MA billing is completed for the position.

1. Ph.D., Ed.D. Ed. Specialist
2. Nationally Certified School Psychologist
3. Certificate of Clinical Competence (CCC)-American Speech Language
4. Licensed Occupational Therapist
5. Licensed Physical Therapist

Section 8. Pay Dates: Pay dates shall be on the 15th, or last business day prior to the 15th, and on the last business day of each month, effective upon ratification of this agreement. Employees will be paid through Direct Deposit to the bank of their choice.

Section 9. Experience Beyond the Salary Schedule: All employees whose years of experience exceeds the steps, the Education District will extend the salary schedule based on Steps and Lanes and any additional negotiated changes.

Section 10. Moving Expenses When Hired: When staff are first hired and moving into the area from at least sixty (60) miles away, the Executive Director will have authorization to grant a one-time support to help with moving expenses up to Seven Hundred Fifty Dollars (\$750) for licensed staff, when less than five (5) applications have been received. The Education District will reimburse expenses based on eligible receipts. If a staff member decides to leave the district prior to three (3) years of service, the employee shall reimburse the district an amount equal to 33% of the total amount per year for each year remaining of the three (3)-year period.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Selection: The selection of the insurance carrier(s) and policy shall be made by the Insurance committee, which must consist of at least two (2) designees of the Education District and at least two (2) designees from the Exclusive Representative, who will meet annually in February to discuss any changes and updates regarding insurance issues pertaining to the plans of the River Bend Education District.

Section 2. Voluntary Employees' Beneficiary Association (VEBA) with Health Reimbursement Arrangement (HRA) for Active Employees:

Subd. 1. VEBA Plan and Trust: The Education District shall make available a VEBA Plan and Trust to all qualified full-time employees who exercise their option to enroll in the high deductible health insurance program offered in Section 3 below. It is intended that this arrangement constitutes a VEBA under Section 501(c)(9) of the Internal Revenue Code.

Subd. 2. Annual Investment Account Fees: Annual investment account fees allocable to individual accounts of employees who are participants in the VEBA Plan shall be paid from their account.

Subd. 3. Administrative Fees: Overall administrative fees for administering the plan for current and retired employees shall be paid by the Education District.

Subd. 4. Employer Contribution: The Education District shall make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying employees in accordance with the following schedule:

- (a) For each full-time employee, the Education District shall contribute the amount equal to the single coverage deductible each year on or about the first day of the employee's plan year except for all new employees who start employment prior to the plan year and they will get a prorated amount added to cover the months prior to that plan year.
- (b) All contributions on behalf of a VEBA Plan participant shall cease on the date the participant ends their employment with the Education District or is no longer covered under the high deductible health plan described in Section 3 below, whichever comes first.

Subd. 5. Unearned Contributions: Employees leaving the employ of the Education District after the start of their contract year shall have an amount equal to the prorated unearned VEBA contribution withheld from their final paycheck, pursuant to Minn. Stat. § 181.05.

Section 3. High Deductible Health Plan: The Education District shall make available a high deductible health plan to all full-time employees who elect to participate in said plan. For employees who choose single group coverage, the Education District shall contribute 100% of the cost toward the monthly premium for the single plan. For employees who elect to participate in family group health coverage, the Education District will contribute up to a maximum of One Thousand Eight Hundred Fifty Dollars (\$1,850) per month for the 2023-2024 school year and up to a maximum of Two Thousand Thirty-five Dollars (\$2,035) per month for the 2024-2025 school year toward the premiums. Employees shall be responsible for payment of any premiums not covered by the Education District's contribution.

Section 4. Disability Insurance:

Subd. 1. Short-Term Disability Insurance: The Education District shall make available and pay the administrative costs for a short-term disability plan that employees may elect to purchase at their own cost.

Subd. 2 Long-Term Disability Insurance: The Education District shall contribute 100% of the premium for long-term disability insurance for each full-time employee who is enrolled in the Education District's long-term disability insurance program. The Education District reserves the right to change the insurer, but shall not unilaterally change the coverage from that which is currently in effect.

Section 5. Term Life Insurance: The Education District will pay 100% of the premium for a term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000) for each full-time employee employed by the Education District who is enrolled in the Education District's life insurance program. Each employee shall have the option to purchase, at their own expense, additional life insurance as allowed by the Education District carrier.

Section 6. Dental Insurance: The Education District shall make available and pay the administrative costs for an employee dental plan that employees may elect to purchase at their own cost.

Section 7. Flexible Benefit Program: The Education District shall make available a flexible benefits program that conforms to Section 125 of the IRS code. The Education District shall contribute Five Hundred Dollars (\$500) to the Flexible Benefit Program account of each full-time employee. For 2023-2024 school year Five Hundred Dollars (\$500) will be contributed to the Flexible account on January 1. Beginning January 1, 2025, a Five Hundred Dollar (\$500) contribution will be given annually to an HSA.

Section 8. Tax-Sheltered Annuity Matching Program: The Education District will provide a tax-sheltered annuity matching program [403(b)] for eligible employees, pursuant to Minn. Stat. § 356.24.

Subd. 1. Eligible Employees: This Section shall apply to all employees under this contract.

Subd. 2. Employer Match: The Education District shall match Twelve Hundred Dollars (\$1200) per contract year to an eligible employee's tax-sheltered annuity [403(b)] from the date of hire.

Subd. 3. Qualified Companies: Eligible employees may select from a maximum of five (5) qualified companies pre approved by the Education District, pursuant to Minn. Stat. § 356.24.

Subd. 4. Account Management: Management of the individual investments and the Education District contributions shall be solely the responsibility of the employee in whose name the investments are made. The Education District assumes no current or future liability for contributions made to these plans or investment earnings or losses, which may accrue as a result of investment decisions made by the employee.

Section 9. Claims Against the Education District: It is understood that the Education 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 Education District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Eligibility:

Subd. 1. Eligibility for Part-Time Employees: Part-time teachers employed on a half-time or more basis will be entitled to Education District contribution on a pro rata basis for the following coverage: health and hospitalization, 403(b), Tax Sheltered annuities, VEBA health reimbursement plan, long-term disability, and term life insurance, well as the Education District's contribution to the programs outlined in Sections 7 and 8 of this Article. Employees working less than twenty (20) hours per week are not eligible under this Article.

Subd. 2. Long-Term Substitute Teachers: Long-term substitute teachers who are employed for less than eighty-five (85) days will not be eligible for insurance benefits until the first month following completion of thirty (30) consecutive actual duty days.

**ARTICLE VIII
WORK DAY**

Section 1. Basic Day: The "basic day" shall be eight (8) hours per day, including a thirty (30) minute duty-free lunch period unless determined otherwise by the needs of the program. The specific hours for each program or department will be determined by the Education District.

Each semester, the Education District shall assign hours to the ALC Independent Study-Night Class teacher based upon the needs of the Education District.

Section 2. Additional Activities: In addition to the basic day, full-time teachers shall be required to reasonably participate in school activities beyond the basic day as required by the Education District. The normal duties of all teachers shall include department or program meetings.

Section 3. Flex Time: “Flex Time” shall be defined as the hours an itinerant employee is not working during the “basic day” and which is paid for at the regular rate of pay. The Education District shall grant itinerant staff who are required to travel or to attend meetings outside of the Education District time off, at the rate of one (1) hour for each hour worked, for those engaged in required duties (i.e., staffings, home visitations, etc.) that exceed thirty (30) minutes before or after the “basic day.” When duties require thirty-one (31) minutes or more before or after the “basic day”, “flex time” shall accrue from the normal “basic day” schedule. (e.g., a meeting/home visit, which lasts until 4:05 p.m. would result in thirty-five (35) minutes of accrued, flex time. A meeting/home visit, which lasts until 3:55 p.m. would result in no accrued, flex time.) Flex time shall accrue for travel time. The employee shall use “flex time” for personal time if to do so would not unduly disrupt the regular operations of the Education District, as determined by the Executive Director and/or his/her designee. “Flex time” may be used within a year from which it is earned. Flex time requests must include the flex time documentation form. Accrued “flex time” not utilized during the accrued year shall be forfeited by the employee.

Section 4. Preparation Time: Pursuant to Minn. Stat. § 122A.50, within the student day for every twenty-five (25) minutes of classroom instruction time, a minimum of five (5) additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the Education District and the Exclusive Representative of the teachers.

ARTICLE IX UNCOMPENSATED LEAVE

Section 1. Professional Development Leave: An unpaid leave of absence of up to two (2) years may be granted to any full-time employee with five (5) or more years service with the Education District upon application for the purpose of engaging in study at an accredited college, technical college or university reasonably related to his/her professional responsibilities; foreign teaching programs; or a cultural or work program related to his/her professional position. Upon return from such leave, the teacher shall be assigned such duties and responsibilities for which he/she is licensed as may be available upon his/her return and restored to the next position on the salary schedule above that at which he/she left and shall maintain the same fringe benefits to which he/she was entitled to before partaking of said leave. Example: if Jane was on step 7 and took a leave for a year, she would return at step 8.

Section 2. Child Care Leave: The Education District shall grant an unpaid child care leave of absence of up to six (6) months duration to any employee who makes a written application for such leave. Childcare leave shall be granted because of the need to provide parental care for a child of the employee for an extended period of time, including cases of adoption. Such benefits shall apply to both married and unmarried employees.

Subd. 1. Request: An employee requesting a child care leave of absence shall submit a written application for such leave to the Education District at least forty-five (45) calendar days prior to the commencement of the intended leave.

Subd. 2. Commencement: The beginning and ending date of a childcare leave shall be designated by the employee at the time of the request for such leave.

Subd. 3. Reinstatement: Upon signifying his/her intent to return to work at least one (1) month prior to the expiration of the child care leave, the employee shall be reinstated to his/her original job or to a position of like status and pay. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary and fringe benefits he or she has accrued prior to taking a child care leave. It is understood that a child care leave will be without pay or other benefits and shall be treated like any other voluntary leave of absence. It is further understood that the Education District shall not be required to permit the employee to return to his/her employment prior to the date designated as the expiration date of the child care leave, except that a teacher will be allowed to return to his/her position prior to the previously agreed upon expiration date in the event of the death of a child. Example: Jane works one hundred sixteen days (116) days of the year she took maternity leave (maternity leave counts as work days up to the twelve (12) weeks; however, any additional requested days beyond the twelve (12) weeks do not count towards work days unless the employee qualifies under FMLA due to health issues related to the birth) she would be advanced on the seniority and salary schedules. However, if Bob did not work one hundred ten (110) days during a year due to medical issues and used personal days, he would not advance on either the seniority or salary schedules. Employees must work at least one hundred ten (110) days in a year for advancement on seniority and salary schedules.

Section 3. Eligibility for Group Insurance Programs: A full-time employee on an uncompensated leave of absence shall be eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium commencing with the beginning of the uncompensated leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the Education District pursuant to this Article and in accordance with the Family Medical Leave Act (“FMLA”).

Section 4. Health Leave: An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available will be granted an additional leave of absence without pay for the duration of such illness or disability up to one (1)

year. The leave may be renewed each year upon written request by the employee and acceptance by the Education District Board. The employee is required to notify the Education District a minimum of one hundred twenty (120) days prior to their intent to return to work. Lack of notification within the one hundred twenty (120) days prior to their return is considered a resignation.

Section 5. Personal Unpaid Days: An employee who requests unpaid days for non-previously specified reasons in this contract may be granted up to three (3) unpaid days in a contract year only if the employee has used all personal days. No unpaid days will be granted in the last ten (10) days of the school year.

Section 6. Family and Medical Leave Act (FMLA): FMLA leave shall be granted pursuant to applicable law.

ARTICLE X COMPENSATED LEAVE

Section 1. Sick Leave:

Subd. 1. Allowance: At the beginning of each school year, employees shall be credited with fifteen (15) days sick leave. The Education District has an online system, and employees have access to the written statements through the system at all times.

Subd. 2. Accumulation: Unused sick days may accumulate from year to year up to a maximum of one hundred fifty (150) days.

Subd. 3. Eligible Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. An employee may use his/her accumulated sick leave for family members, pursuant to Minn. Stat. § 181.9413, and the Education District will limit such use of sick leave as provided in the statute. (Employees are limited to one hundred sixty (160) hours towards family members every twelve (12) months). At the time an employee becomes eligible to receive long-term disability compensation as provided in the Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this section as long as the employee receives long-term disability benefits. Sick leave may also be used to ensure personal safety in the event of domestic abuse, sexual assault, or intimate-partner stalking.

Subd. 4. Medical Certification: The Education District may require an employee 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. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction of Used Days: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Approval: Sick leave pay shall be approved only upon the employee's submission of a request through the Education District's procedures.

Subd. 7. On-the-Job Injury: When absence is due to injury received on the job, the Education District shall pay to such employee, if said employee requests it, the difference between his/her salary and benefits received under Workers' Compensation, and such amount received, in addition to the Workers' Compensation benefit, shall be charged against the employee's accumulated sick leave.

Subd. 8. Payout of Unused Sick Days:

- (1) Employees voluntarily separating after ten (10) years of service to the Education District will qualify for unused sick leave at the rate of Twenty Dollars (\$20) per day times the number of accumulated sick days. Employees voluntarily separating after fifteen (15) years or more of service to the Education District will qualify for unused sick leave at the rate of Twenty-Five Dollars (\$25) per day times the number of accumulated sick leave days. This pay will be in the form of a lump sum check.
- (2) Eligibility: All licensed staff members who have accrued sixty (60) days of sick time is eligible for reimbursement:
 - (a) If that staff member uses five (5) or fewer sick days in that current year, excluding use of their personal days. Anyone missing over eight (8) days between sick and personal days would not be eligible.
 - (b) They could request reimbursement for up to ten (10) sick leave days based on the sub teacher rate of the current contract rate.
 - (c) The employee's sick day reserve cannot go below sixty (60) days after reimbursement.
 - (d) Anyone using unpaid days for any reason is not eligible for that year.
 - (e) To receive this reimbursement, the employee must notify the Executive Director in writing between June 1 and June 15 each year the staff member is eligible and wishes to receive the reimbursement. The reimbursement will be paid in the form of a lump sum check.
- (3) Any itinerant teacher with more than twenty (20) sick days accumulated shall have the option of selling back three (3) sick days for an additional personal day, in conjunction with other leave requests.

Section 2. Emergency Leave: An employee may use up to five (5) days sick leave if they for an emergency which requires the employee's attention and cannot be attended to during non-duty time, even if the emergency concerns an individual more than once in the school year.

Examples of emergencies include but are not limited to the birth or adoption of a child, grave illness in the employee's immediate family, damage to an employee's home due to tornado or flood, and other "acts of God." Any other reasons allowed are determined by the Executive Director.

Subd. 1. Bereavement Leave: An employee may use Personal Leave to attend the funerals of relatives or close personal friends. The Education District will allow three (3) days for bereavement leave for an immediate family member including child/spouse, mom/dad, brother/sister, guardians, mother in-laws, father in-laws, brother in-laws and sister in-laws. These days are not deducted from the employee's sick or personal time.

Subd. 2. Additional Leave: An employee may use sick leave if more than five (5) days of absence from the job are required due to illness or death in the immediate family. The immediate family shall include spouse, children, parents, stepparents, brothers, sisters, grandparents, grandchildren, mother in-laws, father in-laws, brother in-laws and sister in-laws, guardians, fiancé, and those persons living in the same household. The Executive Director and/or his/her designee shall have sole discretion as to granting or denying the request for more than five (5) days of compensated absence. In the event additional leave days are not approved, the employee shall have pro-rated wages deducted for any additional absence.

Section 3. Professional Leave:

Subd. 1. Eligible Use: The Education District agrees to provide, upon application by the employee and prior approval by the Executive Director and/or his/her designee, the necessary funds for employees who desire to attend selected professional conferences or for visitations of other schools. The final decision shall be at the discretion of the Executive Director and/or his/her designee. This provision is limited to two (2) per year per individual.

An employee may request approval to attend a personal development activity during the non-contract year/flex calendar weeks, and if deemed appropriate by the Executive Director, the conference fees, meals, lodging, and a One Hundred Dollar (\$100) per day stipend will be paid to the employee. Should the conference fall on a scheduled workday during an extended summer contract/flex workweek, the employee will work an alternate day. The employee will utilize a River Bend vehicle if there is one available.

Employees may request approval for conferences/visitations. The costs of travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Education District, as well as the cost of the substitute needed to relieve the teacher.

Subd. 2. Education District's Request: The Education District also agrees to provide the necessary funds for employees to attend selected professional conferences or visitations to other schools if done at the request of the Education District.

Section 4. Jury Duty Pay: An employee 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 deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the Education District, except the employee shall retain any mileage or meal allowance paid by the court.

Section 5. Personal Leave:

Subd. 1. Personal Leave Accrual: Each full-time employee shall be granted three (3) personal leave days per school year cumulative to a maximum of six (6) personal leave days, be deducted from sick leave. A Personal leave may be used for any purpose at the discretion of the employee.

Subd. 2. Prior Approval: Requests for personal leave must be made to the Executive Director and/or his/her designee at least three (3) working days in advance, except in the event of emergencies. Requests for more than three (3) consecutive days or twenty-four (24) hours of consecutive work of personal leave must be made to the Executive Director and/or his/her designee at least sixty (60) days in advance, except in cases of an emergency.

Subd. 3. Use: Personal leave shall be taken in a minimum of 1-hour increments.

Subd. 4. Personal Leave Sell Back: Employees shall have the option of selling back one (1) unused Personal Leave day to the Education District per year at the equivalent of their daily rate of pay. Employees must have at least thirty-two (32) hours of personal leave accrued in order to sell back a day. All requests will be made in writing between June 1 and June 15 of each calendar year.

Section 6. Military Leave:

Subd. 1. Military leave shall be granted pursuant to applicable law.

Section 7. Allocation of Sick Leave for Catastrophic Events:

Subd. 1. Purpose: The Education District recognizes that occasions may arise when employees may deplete the usual sick leave benefits available to them due to their own or immediate family member's catastrophic illness or accident.

Subd. 2. Eligibility: In order to be eligible to receive donated paid sick leave, an employee must meet all of the following criteria:

- (1) Diagnosed by a physician with a catastrophic illness or injury to himself or herself or immediate family member. The physician must sign and date a statement describing the medical condition and why the nature of that condition would need to result in time off of work. The statement must accompany a written request to the Executive Director for donated paid sick leave.
- (2) The employee must have exhausted all earned paid leaves of absence including paid personal days and sick leave.
- (3) The employee must have already participated in the sick leave donation process. Participation is defined as already having donated at least one (1) day of their own time per calendar year to the sick leave bank. Employees need to donate at the time of hire or make an initial donation to be eligible to participate.
- (4) Eligibility for the leave donation ends when the employee becomes eligible for long-term disability.
- (5) The maximum number of days that an eligible employee may access the donation bank is twenty (20) days in any three (3)-year period.

Subd. 3. Leave Bank: The minimum number of days in the sick leave bank for the unit will be twenty (20) days. When the reserve balance stands at twenty (20) days or fewer, all members wanting to belong to the reserve must contribute at least one (1) day to the reserve to continue participation. Donated days will be deducted in whole, not partial days. Once donated time has been transferred to the donation bank, the donor has no rights to that time for any reason and the time will be treated as if the donor utilized the time.

The Exclusive Representative will administer the donation/collection of days once notified by the Education District that the sick leave bank reserve is at or below twenty (20) days. All employees who are eligible to donate will have the opportunity to contribute to the sick leave bank for continued participation. Donations to the leave bank will also be accepted at the beginning and end of each school year. Donations made by a participating employee will make the employee eligible to use the leave bank for one (1) calendar year from the date donated.

Section 8. Exclusive Representative Activities Leave: The Education District agrees to provide up to five (5) days per year paid time off to the Exclusive Representative for use by elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Exclusive Representative. The paid days shall apply to the Exclusive Representative in its entirety, and not to an individual elected official or appointed representative. The Exclusive Representative agrees to notify the Executive Director at least two (2) working days prior to the date for the intended use of such leave and to pay the costs for any substitutes needed to relieve the participant, as may be required.

Section 9. Professional Learning Communities and Mid-Year Staff Development:

The Education District schedules nine (9) early outs per school year for staff members to engage in professional learning communities (PLCs) as well as one full day of professional development mid-year. During these staff development times, staff will not be granted personal time or flex time unless prior approval is obtained from the Executive Director in writing. Sick time is allowed only when the staff provide a doctor’s note for the time off.

**ARTICLE XI
LENGTH OF SCHOOL YEAR**

Section 1. Teacher Contract Days: The 2023-2024 and 2024-2025 contract years shall consist of one hundred eighty-five (185) duty days with extended employment of twenty (20) additional days for three (3) occupational therapists; six (6) additional days for school psychologists; ten (10) additional days for ECSE Lead; three (3) additional days for the physical/health disabilities consultant; and three (3) additional days for the School Counselor.

Section 2. Emergency Closing: In the event of an energy shortage, severe weather or other emergency, the Education District reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), employees shall perform duties on such other day(s) in lieu thereof as the Education District Board or its designated representative shall determine.

Section 3. Extended Employment: Employees, who work in excess of the regular contract year, will be compensated on a pro rata basis. The pro rata basis shall be determined by dividing the individual’s regular school year salary by the number of days in the contract year. The hourly pro rata basis shall be determined by dividing the daily pro rata pay by the number of hours in the duty day.

Section 4. Early Childhood Special Education (ECSE) Calendar: ECSE staff and the Executive Director shall jointly develop a flexible year calendar in order to provide services to Part C special education children and families throughout the calendar year. That calendar, developed by consensus of staff and the Executive Director, shall be presented to the Education District Board for its approval at its regularly scheduled April meeting.

Section 5. School Calendar: The Executive Director and the School Program Coordinators will develop a school calendar and present it to the Education District Board for approval.

Section 6. Itinerant Calendar: The Executive Director will develop the Itinerant Calendar and it will be reviewed by the Leads Group before being presented to the Education District Board for approval.

ARTICLE XII
STAFF REDUCTION AND ANNEXATION, CONSOLIDATION,
OR OTHER REORGANIZATION OF THE DISTRICT AFFECTING TEACHERS

Section 1. Unrequested Leave of Absence: Termination of professional personnel required by reductions in student enrollment, merger, consolidation or annexation shall take place only in accordance with the applicable provisions of the Minn. Stat. § 122A.40. The decision to place any person on unrequested leave is not subject to the grievance procedure but may be appealed through the court system.

Section 2. Establishment of Seniority List:

- (a) The Education District shall cause a seniority list (by name, date of employment, areas of licensure and current assignment) to be prepared from its records. It shall thereupon post such a list in an official place in each school building of the Education District no later than November 1 of each year.
- (b) Any person whose name appears on such a list and who may disagree with the findings of the Education District and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof, and request for seniority change to the Education District.
- (c) Within ten (10) working days thereafter, the Education District shall evaluate any such written communications regarding the order of seniority contained in said list and may make such changes the Education District deems warranted. A final seniority list shall thereupon be prepared by the Education District, which list as revised shall be binding on the Education District and any teacher, subject to the grievance procedure.
- (d) **Seniority:** “Seniority” applies only to licensed staff not under MDE licensing and Tier 3 and Tier 4 qualified teachers who have taught for a minimum of one hundred ten (110) days in the school year and commences with the first day of continuous teacher services in the Education District. For seniority purposes, teachers employed as Education District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment as determined by the Education District.

Section 3. Tie Breaker: In the event of a staff reduction affecting employees that have a tie in seniority, the teacher having the lowest teaching license file folder number will be deemed the most senior.

Section 4. Benefits While on Leave: Teachers placed on unrequested leave of absence shall remain eligible for participation in the Education District’s group insurance program at their own

expense and without contributions from the Education District, for the duration of their reinstatement period, as long as permitted by the Education District's insurance carrier.

Section 5. Continuing Contract Rights and Services: The unrequested leave of absence must not impair the continuing rights of a teacher or result in a loss of credit for previous years of service earned prior to the commencement of the unrequested leave.

Section 6. 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 Education District in order to acquire a different assignment through the unrequested leave of absence process. If the teacher drops the license that qualified the teacher for the teacher's current assignment, the Education District may place the teacher on unrequested leave of absence, and the teacher shall have neither bumping rights nor realignment rights in another licensure area.

Section 7. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the Education District while any qualified teacher is on unrequested leave of absence in the same field and subject matter. Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been placed on unrequested leave of absence or any other available positions in the Education 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 unrequested leave of absence.

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

Subd. 3. Acceptance of Re-employment: If a position becomes available for a qualified teacher on unrequested leave of absence, the Education District shall mail the notice to such teacher, who shall have ten (10) days from the date of such notice to accept the re-employment. 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 the teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease two (2) years from the date unrequested leave of absence was commenced, and no further rights to

reinstatement shall exist unless extended by written mutual consent of the Education District and the qualified teacher.

Section 8. Vacancies and New Positions: If a current position becomes open, or if the Education District gains Board approval to fill a newly created position, current staff will be notified via work email and district website. Staff will be given at least five (5) business days to express interest in the position. Posting will include an application cutoff date. Any teacher may apply for any vacancy for which they are licensed by filing a notice of interest in assignment to the position with the Executive Director no later than the application cutoff date. The Executive Director shall consider all timely applications for the vacancy before making any recommendations to the Education District Board. The teacher shall be informed in writing of the decision. The final determination of all requests and transfers rests with the Executive Director and his/her decision shall be final and binding. The Executive Director reserves the right to make changes and adjustments in a teacher's assignments consistent with the needs of the education program.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: "Grievance" means a written allegation by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the Education District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Section 2. Definitions and Interpretations:

Subd. 1. Days: Reference to days regarding time periods in the procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, 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.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall bear a certified postmark of the United States Mail or shall be personally served as evidenced by a stamp of the Exclusive Representative or Education District within the time period prescribed.

Section 3. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the Education District's designee in writing, signed by the grievant(s), setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time period provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the Education District's designee.

Section 4. Resolution of Grievance: The Education District and the grievant(s) shall attempt to resolve all grievances that may arise during the course of employment as follows:

Subd. 1. Level I: Following informal discussion with the immediate supervisor, if the employee believes a grievance still exists, he/she may invoke the formal grievance procedure through the Exclusive Representative on the form set forth in annexed Appendix A, signed by the grievant and a representative of the Exclusive Representative. A copy of the grievance form shall be delivered to the Executive Director and the Chairperson of the Education District Board within fifteen (15) working days of the first informal meeting. Failure to invoke a formal grievance procedure within such time period shall be deemed a waiver thereof.

Within ten (10) working days of receipt of the grievance, the Executive Director or designee shall meet with the teacher and/or his/her Exclusive Representative in an effort to resolve the grievance. The Executive Director or designee shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting; he/she shall furnish a copy to the employee and the Chairperson of the Education District Board.

Subd. 2. Level II: If the employee is not satisfied with the disposition of the grievance by the Executive Director, or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted to the Education District Board by filing a written copy with the Clerk of the Education District Board within five (5) working days after receipt of the decision in Level I. Failure to file any grievance within such time period shall be deemed a waiver thereof.

The Education District Board, no later than its next regular meeting, shall meet with the employee and/or his/her Exclusive Representative designees. Disposition of the grievance in writing by the Education District Board shall be made no later than twenty (20) working days thereafter. A copy of such disposition shall be furnished to the employee.

Section 5. Denial of Grievance: Failure by the Education District Board to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal to the next level.

Section 6. Grievance Mediation: In the event that the grievant(s) and the Education District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant(s) or the Education District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services (BMS) Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own cost related to representation during the mediation process.

Subd. 5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 7. Arbitration: If the employee is not satisfied with the disposition of the grievance by the Education District or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedures set forth in this Article.

Subd. 1. Selection of Arbitrator: If the parties cannot agree on an arbitrator within five (5) working days after proper submission of a grievance under the terms of this Article, either party may request a list of arbitrators from the BMS, providing such request is made within twenty (20) working days after the Education District Board's disposition of the grievance. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract.

Subd. 2. Decision: Both parties agree to be bound by the decision of the arbitrator in cases properly brought before him/her, subject to the limitations of arbitration decisions as provided in the PELRA. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the BMS, State of Minnesota.

Subd. 3. Expenses: The fees and expenses of the arbitrator shall be shared equally by the parties. Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation.

Section 8. Extension of Time Limits: The parties, by mutual written agreement, may extend any time limits in the grievance procedure. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Education District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Any grievance arising prior to the expiration date of this Agreement may be processed through the grievance procedure until resolution. No reprisals of any kind will be taken by the Education District or its administration against any teacher because of his/her participation in this grievance procedure.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under the Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the teacher(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XIV PROGRESSIVE DISCIPLINE

Section 1. Purpose: The purpose of this Article is to set forth the procedures for, and the conditions under which employees may be disciplined. All discipline shall be for just cause and shall be subject to the grievance procedure found in Article XIV of this Agreement, except as modified herein. Except in cases of termination, all discipline administered shall have remediation as its goal.

Discipline normally shall occur in the following sequence; however, the Education District reserves the right to issue discipline it deems warranted:

- 1. Oral Reprimand.** An oral reprimand shall be given to an employee only in the presence of the Exclusive Representative unless such representation is declined, in writing, by the employee. (Documentation of the oral reprimand shall be placed in the employee's personnel file; a copy will be given to the employee at the time of the reprimand.)

- 2. Written Reprimand.** A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee in the presence of an Exclusive Representative unless such representation is declined, in writing, by the employee. A copy also shall be provided to the Exclusive Representative along with its president, upon written request of the employee.
- 3. Suspension Without Pay.** An employee may be suspended without pay for just cause. The Executive Director shall give written notice of the suspension to the employee, along with the reasons for the suspension, in the presence of an Exclusive Representative, unless such representation is declined, in writing, by the employee. Within ten (10) working days after receipt of such notification, the employee may request a hearing before an arbitrator in accordance with the arbitration procedures set forth in the grievance procedure in Article XIV. The arbitrator must issue a decision within thirty (30) calendar days after the close of the hearing. If no hearing is requested by the employee within the time limits specified, it shall be deemed acquiescence by the employee to the suspension.
- 4. Termination.** Termination shall be in accordance with Minn. Stat. § 122A.40. Should the termination provisions of Minn. Stat. § 122A.40 be repealed during the term of this Agreement, the employee may request a hearing before an arbitrator, within fourteen (14) working days after receipt of a notice of termination, in accordance with the arbitration procedures set forth in the grievance procedure in Article XIV.

ARTICLE XV MEET AND CONFER

The Exclusive Representative shall select one or more designees to meet and confer with the representative or committee of the Education District on items not included in the definition and terms and conditions of employment, as described in Minn. Stat. § 179A.08, Subd. 2.

ARTICLE XVI DURATION

Section 1. Duration: This Agreement shall remain in full force and effect from 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, 2025, it shall give written notice to such intent no later than April 15, 2025.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the Education District and the Exclusive Representative representing the teachers of the Education District. The provisions herein relating to terms and conditions of employment supersede any

and all prior agreements, resolutions, practices, Education District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Pursuant to Minn. Stat. § 179A.20, Subd. 3., any matter relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the terms 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. Publication: Within twenty-one (21) days after this Agreement is reached by the parties, the Education District shall prepare and electronically send a PDF copy to the Exclusive Representative for distribution to the employees, and for its own use. Employees can request an electronic copy of this agreement through the Exclusive Representative.

Appendix A
Grievance/Harassment Report Form

Name:

Assignment:

Date Grievance Filed:

Date Grievance Occurred:

Statement of the Grievance:

Specific provisions of Agreement allegedly violated:

Particular relief sought:

Dated: _____

By: _____
Signature of Grievant

By: _____
Signature of
Exclusive
Representative

Appendix B -

River Bend Education Minnesota Local No. 4860 (Licensed)

Salary Schedule A

2023-2024

	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	\$45,222.32	\$46,759.44	\$48,350.64	\$49,992.80	\$52,495.04	\$54,279.68	\$56,125.68	\$58,034.08	\$60,006.96	\$62,047.44
2	\$46,307.04	\$47,882.64	\$49,510.24	\$51,194.00	\$53,754.48	\$55,582.80	\$57,472.48	\$59,426.64	\$61,446.32	\$63,536.72
3	\$47,419.84	\$49,031.84	\$50,697.92	\$52,422.24	\$55,044.08	\$56,917.12	\$58,851.52	\$60,852.48	\$62,921.04	\$65,061.36
4	\$48,556.56	\$50,208.08	\$51,915.76	\$53,679.60	\$56,366.96	\$58,282.64	\$60,264.88	\$62,313.68	\$64,432.16	\$66,622.40
5	\$49,722.40	\$51,413.44	\$53,160.64	\$54,969.20	\$57,718.96	\$59,681.44	\$61,710.48	\$63,808.16	\$65,977.60	\$68,220.88
6	\$50,915.28	\$52,646.88	\$54,436.72	\$56,287.92	\$59,104.24	\$61,114.56	\$63,191.44	\$65,340.08	\$67,561.52	\$69,858.88
7	\$52,138.32	\$53,910.48	\$55,742.96	\$57,638.88	\$60,522.80	\$62,579.92	\$64,707.76	\$66,907.36	\$69,182.88	\$71,534.32
8	\$53,388.40	\$55,204.24	\$57,081.44	\$59,022.08	\$61,975.68	\$64,082.72	\$66,261.52	\$68,514.16	\$70,843.76	\$73,252.40
9	\$54,670.72	\$56,530.24	\$58,451.12	\$60,438.56	\$63,462.88	\$65,619.84	\$67,851.68	\$70,158.40	\$72,543.12	\$75,010.00
10	\$55,662.88	\$57,885.36	\$59,854.08	\$61,889.36	\$64,985.44	\$67,195.44	\$69,480.32	\$71,842.16	\$74,284.08	\$76,810.24
11	\$57,325.84	\$59,274.80	\$61,290.32	\$63,374.48	\$66,545.44	\$68,807.44	\$71,147.44	\$73,565.44	\$76,067.68	\$78,653.12
12	\$58,701.76	\$60,697.52	\$62,761.92	\$64,896.00	\$68,141.84	\$70,458.96	\$72,855.12	\$75,332.40	\$77,892.88	\$80,541.76
13	\$60,110.96	\$62,154.56	\$64,267.84	\$66,452.88	\$69,777.76	\$72,150.00	\$74,603.36	\$77,139.92	\$79,762.80	\$82,475.12
14	\$61,553.44	\$63,645.92	\$65,810.16	\$68,047.20	\$71,453.20	\$73,881.60	\$76,394.24	\$78,991.12	\$81,677.44	\$84,454.24
15	\$63,031.28	\$65,173.68	\$67,389.92	\$69,681.04	\$73,167.12	\$75,655.84	\$78,226.72	\$80,887.04	\$83,636.80	\$86,481.20
16	\$63,661.52	\$65,825.76	\$68,063.84	\$70,377.84	\$73,898.24	\$76,411.92	\$79,009.84	\$81,696.16	\$84,472.96	\$87,346.48
17	\$64,291.76	\$66,477.84	\$68,737.76	\$71,074.64	\$74,630.40	\$77,169.04	\$79,791.92	\$82,505.28	\$85,309.12	\$88,210.72
18	\$64,922.00	\$67,128.88	\$69,411.68	\$71,771.44	\$75,362.56	\$77,925.12	\$80,574.00	\$83,313.36	\$86,146.32	\$89,076.00
19	\$65,552.24	\$67,780.96	\$70,085.60	\$72,468.24	\$76,093.68	\$78,681.20	\$81,356.08	\$84,122.48	\$86,982.48	\$89,940.24
20	\$66,182.48	\$68,433.04	\$70,759.52	\$73,165.04	\$76,825.84	\$79,438.32	\$82,138.16	\$84,931.60	\$87,818.64	\$90,805.52
21	\$66,812.72	\$69,084.08	\$71,433.44	\$73,861.84	\$77,556.96	\$80,194.40	\$82,920.24	\$85,740.72	\$88,654.80	\$91,669.76
22	\$67,442.96	\$69,736.16	\$72,107.36	\$74,558.64	\$78,289.12	\$80,951.52	\$83,703.36	\$86,548.80	\$89,490.96	\$92,535.04
23	\$68,073.20	\$70,388.24	\$72,780.24	\$75,255.44	\$79,020.24	\$81,707.60	\$84,485.44	\$87,357.92	\$90,328.16	\$93,399.28
24	\$68,703.44	\$71,039.28	\$73,454.16	\$75,952.24	\$79,752.40	\$82,464.72	\$85,267.52	\$88,167.04	\$91,164.32	\$94,264.56
25	\$69,334.72	\$71,691.36	\$74,128.08	\$76,649.04	\$80,483.52	\$83,220.80	\$86,049.60	\$88,976.16	\$92,000.48	\$95,129.84
26	\$69,964.96	\$72,343.44	\$74,802.00	\$77,345.84	\$81,215.68	\$83,977.92	\$86,831.68	\$89,784.24	\$92,836.64	\$95,994.08
27	\$70,595.20	\$72,995.52	\$75,475.92	\$78,042.64	\$81,946.80	\$84,734.00	\$87,614.80	\$90,593.36	\$93,672.80	\$96,859.36
28	\$71,225.44	\$73,646.56	\$76,149.84	\$78,739.44	\$82,678.96	\$85,491.12	\$88,396.88	\$91,402.48	\$94,510.00	\$97,723.60
29	\$71,855.68	\$74,298.64	\$76,823.76	\$79,436.24	\$83,410.08	\$86,247.20	\$89,178.96	\$92,211.60	\$95,346.16	\$98,588.88
30	\$72,485.92	\$74,950.72	\$77,497.68	\$80,133.04	\$84,142.24	\$87,004.32	\$89,961.04	\$93,019.68	\$96,182.32	\$99,453.12
31	\$73,116.16	\$75,601.76	\$78,171.60	\$80,829.84	\$84,873.36	\$87,760.40	\$90,743.12	\$93,828.80	\$97,018.48	\$100,318.40
32	\$73,746.40	\$76,253.84	\$78,845.52	\$81,526.64	\$85,605.52	\$88,516.48	\$91,525.20	\$94,637.92	\$97,854.64	\$101,182.64
33	\$74,376.64	\$76,905.92	\$79,519.44	\$82,223.44	\$86,337.68	\$89,273.60	\$92,308.32	\$95,447.04	\$98,691.84	\$102,047.92
34	\$75,006.88	\$77,556.96	\$80,193.36	\$82,920.24	\$87,068.80	\$90,029.68	\$93,090.40	\$96,256.16	\$99,528.00	\$102,913.20
35	\$75,637.12	\$78,209.04	\$80,867.28	\$83,617.04	\$87,800.96	\$90,786.80	\$93,872.48	\$97,064.24	\$100,364.16	\$103,777.44

Appendix C -

River Bend Education Minnesota Local No. 4860 (Licensed)


Salary Schedule A

2024-2025

	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	\$47,483.44	\$49,097.41	\$50,768.17	\$52,492.44	\$55,119.79	\$56,993.66	\$58,931.96	\$60,935.78	\$63,007.31	\$65,149.81
2	\$48,622.39	\$50,276.77	\$51,985.75	\$53,753.70	\$56,442.20	\$58,361.94	\$60,346.10	\$62,397.97	\$64,518.64	\$66,713.56
3	\$49,790.83	\$51,483.43	\$53,232.82	\$55,043.35	\$57,796.28	\$59,762.98	\$61,794.10	\$63,895.10	\$66,067.09	\$68,314.43
4	\$50,984.39	\$52,718.48	\$54,511.55	\$56,363.58	\$59,185.31	\$61,196.77	\$63,278.12	\$65,429.36	\$67,653.77	\$69,953.52
5	\$52,208.52	\$53,984.11	\$55,818.67	\$57,717.66	\$60,604.91	\$62,665.51	\$64,796.00	\$66,998.57	\$69,276.48	\$71,631.92
6	\$53,461.04	\$55,279.22	\$57,158.56	\$59,102.32	\$62,059.45	\$64,170.29	\$66,351.01	\$68,607.08	\$70,939.60	\$73,351.82
7	\$54,745.24	\$56,606.00	\$58,530.11	\$60,520.82	\$63,548.94	\$65,708.92	\$67,943.15	\$70,252.73	\$72,642.02	\$75,111.04
8	\$56,057.82	\$57,964.45	\$59,935.51	\$61,973.18	\$65,074.46	\$67,286.86	\$69,574.60	\$71,939.87	\$74,385.95	\$76,915.02
9	\$57,404.26	\$59,356.75	\$61,373.68	\$63,460.49	\$66,636.02	\$68,900.83	\$71,244.26	\$73,666.32	\$76,170.28	\$78,760.50
10	\$58,446.02	\$60,779.63	\$62,846.78	\$64,983.83	\$68,234.71	\$70,555.21	\$72,954.34	\$75,434.27	\$77,998.28	\$80,650.75
11	\$60,192.13	\$62,238.54	\$64,354.84	\$66,543.20	\$69,872.71	\$72,247.81	\$74,704.81	\$77,243.71	\$79,871.06	\$82,585.78
12	\$61,636.85	\$63,732.40	\$65,900.02	\$68,140.80	\$71,548.93	\$73,981.91	\$76,497.88	\$79,099.02	\$81,787.52	\$84,568.85
13	\$63,116.51	\$65,262.29	\$67,481.23	\$69,775.52	\$73,266.65	\$75,757.50	\$78,333.53	\$80,996.92	\$83,750.94	\$86,598.88
14	\$64,631.11	\$66,828.22	\$69,100.67	\$71,449.56	\$75,025.86	\$77,575.68	\$80,213.95	\$82,940.68	\$85,761.31	\$88,676.95
15	\$66,182.84	\$68,432.36	\$70,759.42	\$73,165.09	\$76,825.48	\$79,438.63	\$82,138.06	\$84,931.39	\$87,818.64	\$90,805.26
16	\$66,844.60	\$69,117.05	\$71,467.03	\$73,896.73	\$77,593.15	\$80,232.52	\$82,960.33	\$85,780.97	\$88,696.61	\$91,713.80
17	\$67,506.35	\$69,801.73	\$72,174.65	\$74,628.37	\$78,361.92	\$81,027.49	\$83,781.52	\$86,630.54	\$89,574.58	\$92,621.26
18	\$68,168.10	\$70,485.32	\$72,882.26	\$75,360.01	\$79,130.69	\$81,821.38	\$84,602.70	\$87,479.03	\$90,453.64	\$93,529.80
19	\$68,829.85	\$71,170.01	\$73,589.88	\$76,091.65	\$79,898.36	\$82,615.26	\$85,423.88	\$88,328.60	\$91,331.60	\$94,437.25
20	\$69,491.60	\$71,854.69	\$74,297.50	\$76,823.29	\$80,667.13	\$83,410.24	\$86,245.07	\$89,178.18	\$92,209.57	\$95,345.80
21	\$70,153.36	\$72,538.28	\$75,005.11	\$77,554.93	\$81,434.81	\$84,204.12	\$87,066.25	\$90,027.76	\$93,087.54	\$96,253.25
22	\$70,815.11	\$73,222.97	\$75,712.73	\$78,286.57	\$82,203.58	\$84,999.10	\$87,888.53	\$90,876.24	\$93,965.51	\$97,161.79
23	\$71,476.86	\$73,907.65	\$76,419.25	\$79,018.21	\$82,971.25	\$85,792.98	\$88,709.71	\$91,725.82	\$94,844.57	\$98,069.24
24	\$72,138.61	\$74,591.24	\$77,126.87	\$79,749.85	\$83,740.02	\$86,587.96	\$89,530.90	\$92,575.39	\$95,722.54	\$98,977.79
25	\$72,801.46	\$75,275.93	\$77,834.48	\$80,481.49	\$84,507.70	\$87,381.84	\$90,352.08	\$93,424.97	\$96,600.50	\$99,886.33
26	\$73,463.21	\$75,960.61	\$78,542.10	\$81,213.13	\$85,276.46	\$88,176.82	\$91,173.26	\$94,273.45	\$97,478.47	\$100,793.78
27	\$74,124.96	\$76,645.30	\$79,249.72	\$81,944.77	\$86,044.14	\$88,970.70	\$91,995.54	\$95,123.03	\$98,356.44	\$101,702.33
28	\$74,786.71	\$77,328.89	\$79,957.33	\$82,676.41	\$86,812.91	\$89,765.68	\$92,816.72	\$95,972.60	\$99,235.50	\$102,609.78
29	\$75,448.46	\$78,013.57	\$80,664.95	\$83,408.05	\$87,580.58	\$90,559.56	\$93,637.91	\$96,822.18	\$100,113.47	\$103,518.32
30	\$76,110.22	\$78,698.26	\$81,372.56	\$84,139.69	\$88,349.35	\$91,354.54	\$94,459.09	\$97,670.66	\$100,991.44	\$104,425.78
31	\$76,771.97	\$79,381.85	\$82,080.18	\$84,871.33	\$89,117.03	\$92,148.42	\$95,280.28	\$98,520.24	\$101,869.40	\$105,334.32
32	\$77,433.72	\$80,066.53	\$82,787.80	\$85,602.97	\$89,885.80	\$92,942.30	\$96,101.46	\$99,369.82	\$102,747.37	\$106,241.77
33	\$78,095.47	\$80,751.22	\$83,495.41	\$86,334.61	\$90,654.56	\$93,737.28	\$96,923.74	\$100,219.39	\$103,626.43	\$107,150.32
34	\$78,757.22	\$81,434.81	\$84,203.03	\$87,066.25	\$91,422.24	\$94,531.16	\$97,744.92	\$101,068.97	\$104,504.40	\$108,058.86
35	\$79,418.98	\$82,119.49	\$84,910.64	\$87,797.89	\$92,191.01	\$95,326.14	\$98,566.10	\$101,917.45	\$105,382.37	\$108,966.31

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

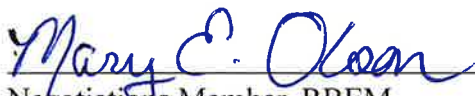
For
RIVER BEND EDUCATION
MINNESOTA LOCAL No. 4860



President, RBEM




Negotiations Member, RBEM



Negotiations Member, RBEM

Dated 8/22/2023

For
RIVER BEND EDUCATION DISTRICT
NO. 6049



Chair



Clerk

Dated 8/22/2023