

Master Agreement

between

**Independent School District #299
Caledonia, Minnesota**

and

**Caledonia Chapter of the River
Valley Education Association**

July 1, 2021 - June 30, 2023

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CALEDONIA AREA PUBLIC SCHOOLS

Independent School District No. 299

Adopted Agreement

2021 – 2023

ARTICLE I **PURPOSE OF AGREEMENT**

This Agreement, entered into between Independent School District No. 299, Caledonia, Minnesota, (hereinafter referred to as the District), the River Valley Education Association (hereinafter referred to as the Association) and the Caledonia Chapter of the River Valley Education Association (hereinafter referred to as the Local Chapter) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter referred to as P.E.L.R.A.), shall define the terms and conditions of employment for teachers during the term of this Agreement. Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A. as amended.

ARTICLE II **CONFORMITY TO LAW**

If any provision of this Agreement or any application of the Master Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE III **RECOGNITION**

Section 1. Exclusive Bargaining Representative: The District recognizes the Association as the exclusive bargaining representative for all teachers whether under agreement, on leave, or on a per diem hourly or class rate basis, employed or to be employed by the District. Such representation shall also cover all personnel assigned to newly created professional positions unless the District and Association agree that such positions are principally supervisory and administrative. Teacher shall mean any person in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State Board of Education and for whom a substitute is hired during short-duration absences of one week or less. Teacher shall not include the superintendent, principals, or those who serve in a largely administrative capacity, nor shall it include daily substitute teachers who do not replace the same teacher for more than thirty (30) working days, or teachers hired on a casual or hourly basis with breaks in service during the normal school year. Teachers employed prior to July 1, 1995, however, and recognized by the District and Association as being a member of the exclusive bargaining unit, shall not lose recognition rights under the provisions of this section. The term teacher, when used hereinafter in the Agreement, shall refer to any professional teacher represented by the Caledonia Chapter of the River Valley Education Association in the bargaining or negotiating unit as above defined.

Section 2. Recognition of Association: The District shall not meet and negotiate or meet and confer with any teachers' organization other than the Local Chapter of the Association or with any teacher or group of teachers except through the Local Chapter of the Association so long as the Association is the duly authorized exclusive representative of the teachers of this district.

Section 3. 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, and the employer's personnel policies affecting the working conditions of the teachers. In the case of professional teachers, the term does not mean educational policies of the school district. The terms in both cases are subject to the provisions of M.S. 179.66 regarding the rights of public employers and the scope of negotiations.

ARTICLE IV **NEGOTIATION**

Section 1. Meet and Confer: Teachers who are professional teachers as defined by Section 179a.03, Subdivision 18, of P.E.L.R.A. as amended, have the right to meet and confer with the District to discuss policies and those matters relating to their employment not included under Section 179a.03, Subdivision 18, pursuant to Section 179.73 of P.E.L.R.A. as amended.

A. **Representatives:** The Local Chapter of the Association shall select representatives to meet and confer with the representative or committee of the District. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of items to be discussed.

B. **Time and Place:** The District shall provide the facilities and set the time for such conferences to take place. The parties shall meet together as requested by one or both parties or as stipulated elsewhere in this Agreement.

Section 2. Initiation of Negotiations Process: By May 1 of the year this Agreement expires the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the succeeding two (2) year period, provided that if the Association is not then the exclusive representative of the teachers of this district, then negotiations shall thereupon be undertaken between the board and the then duly authorized, exclusive representative.

Section 3. Release from Regular Duties:

A. **Negotiations:** A teacher required by statute, the District, or the administration to be engaged during the school day in negotiating on behalf of the Association with any representative of the District or participating in any professional grievance negotiation--and including all grievance negotiations at the level of mediation or arbitration--shall be released from regular duties without loss of salary.

B. **Mediation/Arbitration:** A teacher required by a state mediator or an arbitrator to be engaged during the school day in negotiating a successor Master Agreement on behalf of the Association with any representative of the District shall be released from regular duties without loss of salary. Should this become necessary, the Association agrees to pay the cost of the substitute teachers.

Section 4. Selection of Negotiation Representatives: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The District and Association mutually pledge that their representatives will be clothed with all necessary power and authority to

make proposals, consider proposals, make concessions and make tentative agreements in the course of negotiations.

Section 5. Signed Agreements: There shall be four signed copies of the final Agreement for the purpose of record: one retained by the District, one by the Local Chapter, one by the Association and one by the Superintendent.

ARTICLE V SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the 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. Responsibility for Public Interest: The District's primary objective is to provide educational opportunities for its students, and it has responsibility and authority to manage and direct--on behalf of the public--all operations and activities of the District to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the District in conformity with the provisions of this Agreement.

Section 3. Effect of Laws and Regulations:

A. Recognition of District Rights: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching services prescribed by the District and shall be governed by the laws of the State of Minnesota and by the District rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative further recognizes that the District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and rules, regulations and orders of state and federal governmental agencies.

B. District Policies: This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and shall be considered part of the established policies of the District.

C. Beginning with the 2000-2001 year, update policy books are available in each of the principals' office and the District Office for reference.

1. Consistent Application: Said policies shall be applied consistently and uniformly to all teachers.
2. Meet and Confer Required: Changes in said policies shall be made after discussion under the meet and confer portion of P.E.L.R.A. as amended and as described in Article IV, Section 1.
3. Notification of Policy Changes: All teachers shall be notified promptly in writing of any new policies affecting teachers or any changes in existing policies affecting teachers adopted by the District.

ARTICLE VI TEACHER RIGHTS

Section I. Private and Personal Life: The private and personal life of any teacher is not within the appropriate concern or attention of the District.

Section 2. Political Activity:

- A. Citizenship Rights: Teachers shall be entitled to full rights of citizenship. Participation in political activities or lack thereof shall not be grounds for discrimination with respect to the employment of any teacher.
- B. Political Issues: The teacher shall not use the institutional privileges or facilities (i.e., classroom teaching) to promote political issues or candidates or to further partisan political activities.

Section 3. Non-Discrimination Policy: The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or place of residence.

Section 4. Non-Use of Force: Nothing contained in this Agreement shall be construed to require any teacher to perform labor or services, other than those contracted for, against his/her will.

Section 5. Just Cause: No teacher shall be disciplined without just cause. In addition to the provisions of Articles VIII and X dealing with written reprimands, Section 6 shall apply.

Section 6. Disciplinary Action:

- A. Initial/Informal Discussion: Initial disciplinary action shall be corrective in nature and not punitive. Minor infractions, irregularities, or deficiencies shall first be brought privately to the attention of the teacher and, if corrected, shall not be entered into the teacher's personnel file.
- B. Oral Reprimands: An oral reprimand shall not become part of the teacher's personnel file. If an administrator is to reprimand a teacher, it shall be done in a manner that will not embarrass the teacher before other teachers, students, or the public. An oral reprimand shall be clearly identified as such at the time it is given.
- C. Written Reprimands: A written reprimand may be issued by the administration for consistent minor infractions, irregularities, and deficiencies or for more serious incidents. If the written reprimand is to be placed in the teacher's personnel file, the teacher shall be notified of that fact and shall be given an opportunity to attach a statement thereto. If such corrective action as mutually agreed upon by the teacher and the administration has been achieved by the teacher and no further similar incidents have occurred within a two-year period, the administration shall attach a statement to the original written reprimand that correction has been made. In addition, following the date of the above attachment the teacher may appeal to the District to have the reprimand removed.
- D. Further Disciplinary Action: If the teacher fails to make appropriate corrective action after receiving instructions or directives from the administration, along with assistance and/or training from a mutually agreed upon plan of action, further discipline may include, but not be limited to, the following action or actions: (1) suspension with pay, (2) suspension without pay, (3) withholding of an annual increment, or (4) termination. After five (5) years from the date of the infraction giving rise to the disciplinary action, the teacher may appeal to have written records of a suspension, withholding of an annual increment, or other disciplinary action removed from the teacher's personnel file provided that no further disciplinary action has been taken by the District and that the teacher is still employed by the District.

Section 7. Right to Join: Teachers shall have the right to form and join labor or teacher organizations, and shall have the right not to form and join such organizations or to pay dues. Teachers shall not be discriminated against by the Association for joining or not joining the Association. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment for such teachers with the District.

Section 8. Residual Copyright Provisions: If a teacher is contracted specifically to produce tapes, publications or other educational material using school supplies and other resources or is granted release time for

the preparation of same, the District shall retain residual rights should the material be copyrighted or sold. However, if the teacher is not specifically contracted to perform such services, is not granted release time or if school supplies and other resources are not used, the teacher(s) involved shall retain residual rights.

Section 9. Inalienable Rights: Nothing contained in this Agreement shall be construed to deny or restrict to any teacher, rights he/she may have under the Minnesota School Laws or other applicable laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.

Section 10. Minnesota Clean Indoor Air Act:

In accordance with Minnesota Clean Indoor Air Act, the use of tobacco, vape products or similar products on school grounds is prohibited. Enforcement of violations is listed below. Violations shall be dealt with in accordance with the following guidelines.

1. First Violation: The teacher shall be given a verbal warning by his/her immediate supervisor.
2. *Second Violation:* The teacher shall be given a written warning from his/her immediate supervisor and a copy of the warning shall be placed in the teacher's personnel file.
3. Third Violation: A third violation shall be considered as insubordination and shall be subject to suspension from duty without salary for two days. Further violations shall subject the teacher to further disciplinary action as provided by M.S. 122A.40.

**ARTICLE VII
ASSOCIATION RIGHTS**

Section 1. Authorization of Dues Deduction: Any teacher may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association, including Education Minnesota, the National Education Association, American Federation of Teachers or any other teacher organization. Such authorization shall continue in effect for the term of this Master Agreement unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the second regular salary payment to the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Section 2. Payment of Salary Deductions: With respect to all sums deducted by the District, whether for membership dues or fair share fee, the District shall remit to the Association, within ten 10 calendar days, the total amount deducted, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating at least monthly any changes in personnel from the list previously furnished. The Association agrees to advise the District of all members of the Association in good standing from time to time and to furnish information needed by the District to fulfill the provisions of this article, and not otherwise available to the District.

Section 3. Use of School Facilities: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, if this shall not interfere with or interrupt normal District operations and that prior approval is obtained from the administration.

Section 4. Charges for Supplies and Materials: The Association shall have the right to use District facilities and equipment, including telephones, word processors, duplicating equipment, calculating machines, and all types of audiovisual equipment, when prior approval has been granted by District. The Association shall pay for the cost of all materials and supplies incident to such use.

Section 5. Charge for Use of Facilities: The Association and its representatives shall have the right to use School District Buildings for meetings, provided that when special custodial service is required, the District may make a reasonable charge, therefore. No charge shall be made for use of school rooms before the commencement of the school day or until 6 p.m. Written approval for use of the building shall be cleared with the administration.

Section 6. Faculty Bulletin Boards and Mail Distribution: The Association may post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use District mail service and teacher mailboxes for communications to teachers.

Section 7. Financial Resources Information: The District agrees to furnish to the Association, in response to reasonable requests, information as Minnesota Statutes require concerning the financial resources of the District, including but not limited to: annual financial reports, budgets, audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas, minutes of all Board Meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto, educational background and other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with the information which may be necessary for the Association to process any grievance or complaint. Mechanical or photo process copies of such information may be made and paid for by the Association.

Section 8. Non-Discrimination: The District will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment because of his/her membership in the Association or because of his/her participation in collective professional negotiations with the District, or because of his/her institution of any grievance, complaint or proceeding under this Agreement.

Section 9. Local Chapter Leave Days: Each year the Local Chapter shall be credited with seven (7) days of non-cumulative, leave without loss of pay to be used by teachers who are officers or agents of the Local Chapter. Written request for such leave days shall be made through the President of the Local Chapter. The Local Chapter agrees to notify the Superintendent no less than forty-eight (48) hours prior to the date of intended use of such days. Should a Local Chapter leave day be requested, the Local Chapter agrees to pay the cost of the substitute teacher.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Definitions:

A. **Grievance:** A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or a group of teachers, and/or the interpretation, meaning, or application of any of the provisions of this Agreement.

B. **Days:** The term, "days", when used in this article, shall mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

C. Reduced to Writing: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.

D. Answer: "Answer" means a concise written response outlining the District's position on the grievance.

Section 2. Purpose:

A. Equitable Solutions: The purpose of this procedure is to secure, at the lowest administrative level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of teachers.

B. Informal and Confidential: Both parties agree that these proceedings shall be kept as informal and confidential as possible at any level of the procedure.

C. Nonlimitation of Rights: Nothing herein contained shall be construed as limiting the right of any teachers having a problem to discuss the matter informally with any appropriate member of the administration.

Section 3. Time Limits:

A. Expedite Process: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The parties, by mutual written agreement, may waive any level or extend any time limits in this grievance procedure.

B. Reduction of Time Limits: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

C. Resolution in Subsequent Year: In the event a grievance is filed at such time that the processing of the grievance extends into the succeeding school year, then said grievance shall be resolved in the succeeding school year under the terms of this Agreement and not under a succeeding Agreement.

D. Valid Consideration: Grievances shall not be valid for consideration unless the grievance is reduced to writing and submitted at Level I within thirty (30) days of the alleged violation of provisions of this Agreement. Failure to file any grievance within such period shall be deemed a waiver thereof. Events relevant to the grievance happening prior to this thirty (30) day period are not excluded from discussions which attempt to resolve the grievance.

Section 4. Association Rights and Responsibilities:

A. Filing and Processing: It shall be the right and responsibility of the Association to file and process all grievances the Association deems legitimate that have been processed through its Teacher Rights Committee.

B. Abandonment: In the event that the Association, after investigating an alleged grievance, determines not to file or support such grievance, financially or otherwise, the Association may abandon the grievance.

C. Individual Continuation: In the event that the Local Chapter refuses to file and/or process the grievance by referring the grievance to the Association for filing and processing or the Association refuses to file and/or process the grievance, the teacher may select a designee to represent him/her. The fees and expenses incurred through the filing and processing of such grievance shall be borne by the individual teacher or group of teachers filing and processing such grievance and not by the Local Chapter or the Association.

D. Response to Grievance: When the teacher is not represented by the Association, the Association shall be given the School District's final answer to the grievance.

Section 5. Initiation and Processing:

A. Level One--School Administrators

1. Discuss with Building Principal: In the event that a teacher believes there is a basis for a grievance, he or she shall first discuss the alleged grievance with his or her principal, either alone or accompanied by an Association representative or representatives. If the matter cannot be resolved by the principal, the alleged grievance shall be discussed with the Superintendent in an effort to resolve the problem informally.

2. Written Presentation to Superintendent: If the grievance is not resolved through informal procedures, the grievance may be reduced to writing by the Association and served upon the Superintendent. The notification shall contain a concise statement indicating the intention of the Association to proceed with the grievance, an outline of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.

3. Formal Meeting: The Superintendent and/or his/her authorized representative shall meet with the Association and/or Association consultants within seven (7) days after receipt of the notification. The parties shall endeavor to mutually resolve the grievance.

Superintendent's Response: The Superintendent shall, within five (5) days of the meeting, serve his answer upon the Association.

B. Level Two—School Board of Education

1. Service on the Board of Education: If the Association is not satisfied with the answer to the grievance at Level One, or if no answer has been served within the period above provided, the Association may serve the Secretary of the School Board with written notification within five (5) days after receipt of the answer at Level One or ten (10) days after the first meeting at Level One, whichever is sooner. The notification shall contain a concise statement indicating the intention of the Association to proceed with the grievance, an outline of grievance, the provision(s) of the Agreement in dispute and the relief requested.

2. Formal Meeting: Within ten (10) days after receiving the written notification, the Board or its designated committee and consultants, if any, shall meet with the Association and/or Association consultants for the purpose of resolving the grievance.

3. School Board's Response: The School Board shall, within five (5) days of the meeting, serve its answer upon the Association.

C. Level Three--Arbitration

1. Notice to Proceed with Grievance: If the Association is not satisfied with the answer to the grievance at Level Two, or if no answer has been served within the period above provided, the Association may serve the Secretary of the School Board with written notification within five (5) days after receipt of the answer at Level Two or ten (10) days after the first meeting at Level Two, whichever is sooner. The notification shall contain a concise statement indicating the intention of the Association to proceed with the grievance.

2. Selection of Arbitrator: Within ten (10) days after the receipt of notification, the Association and the Board or its designated committee shall meet to select an arbitrator. If unable to agree upon an arbitrator, either party may request that the Bureau of Mediation Services appoint an arbitrator, pursuant P.E.L.R.A. providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

3. Arbitration Hearing/Decision: The arbitrator so selected shall hold the necessary hearing promptly and issue his/her decision within such time as may be previously agreed upon. His/Her decision shall be in writing and shall set forth his/her findings regarding the facts, reasonings, and conclusions of the issues submitted. The arbitrator shall have power to decide only grievances involving terms and conditions of employment as defined herein and contained in this Agreement, and he/she shall have no power to alter, add to or subtract from

any of the terms of the Agreement as written. His/Her decision shall be binding on the Association, the aggrieved person, and the School District subject to the provisions of P.E.L.R.A., as amended.

4. **Hearing:** The grievance shall be heard by a single arbitrator; both parties may be represented by such person or persons as they may choose and designate; and the parties shall have the right to a hearing at which time both parties have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

5. **Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Section 6. Miscellaneous:

A. **Meeting Times:** Meeting times for the processing of all grievances shall be scheduled by the administration with the agreement of the Local Chapter and/or the Association, as appropriate. Teachers shall not lose wages due to their necessary participation if the processing is done during normal working hours. For the purpose of this paragraph, those teachers entitled to wages during this participation shall be a representative of the Local Chapter and the aggrieved person(s).

B. **Separate File:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

C. **Availability of Information:** The School District agrees to make available to the Association information not privileged under law, in its possession or control, which is relevant to the issues raised by the grievance.

D. **Severability:** The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE IX TEACHER FACILITIES

Section 1. Provided Facilities: Each school shall have the following facilities:

A. **Work Areas:** A teacher work area containing word processing, photocopying equipment, and instructional supplies to aid in the preparation of instructional materials shall be provided by the District.

B. **Faculty Room:** An appropriately furnished room not necessarily separate from the work area shall be reserved for the teachers from 7:00 a.m. until 5:00 p.m. on regular duty days.

C. **Educational Location:** Each teacher shall, for each school year, be provided with an assigned classroom or location suitable for the purpose of carrying out the teacher's educational objectives. Should the assigned room or location be needed temporarily for other district needs, the teacher being displaced shall be given forty-eight (48) hours advance notification.

Section 2. Keys: In order to permit freedom of access both during and after regular school hours, all teachers shall be given keys to their classrooms or classroom and to an outside door in their area of the building.

ARTICLE X
PERSONNEL FILES

Section 1. Minimum Contents: The School District shall keep a file, referred to as the teacher's personnel file, located in the Superintendent's office. The personnel file shall contain the following minimum items of information generated within the district which affect employment terms and conditions: all summary teacher evaluation reports, letters of commendation and reprimand, and letters of official status to and from the teacher. The file shall also contain the teacher's teaching certificate or copy thereof, transcripts of college undergraduate and graduate credits, and record of accrued sick leave.

Section 2. Review Rights:

A. Availability of File: The teacher's personnel file or any other files generated within the District, or after January 1, 1976, wherever generated, relating to each individual teacher and in possession of the District shall be available to each teacher, upon request, within a forty-eight (48) hour period, for the purpose of reviewing the contents.

B. Association Representation: A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section 3. Reproduction Rights: The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense.

Section 4. Response Rights: The teacher shall have the right to submit for inclusion in his/her file written information in response to any material contained therein.

Section 5. New Material: No material may be placed in his/her file without allowing the teacher an opportunity to submit his/her response thereto. Said response shall become a part of said file.

Section 6. Expungement of Material: The School District shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure. Expungement proceedings shall be commenced within thirty (30) days after the District gives notice to the teacher that information has been placed in his/her personnel file. In the event that notice has not been given by the District, the time period shall begin from the date the teacher discovered the material and entered the date of discovery on the questioned material.

Section 7. Teacher Observation, Supervision and Evaluation: The District shall establish a uniform and equitable policy for administrative guidance and direction for teacher observation, supervision and evaluation for the improvement of instruction.

A. Due Process: The District policy shall be consistent with the due process procedures as prescribed by M.S. 122A.40.

B. Responsibility: Responsibility for teacher observation, supervision and evaluation shall reside with the District. However, a delegation of responsibilities may be made through the superintendent to the building principal. Other qualified licensed professional(s) may be used by mutual consent between the administrator and the teacher.

C. Supervisory Conferences: A supervisory conference shall be provided to the teacher within five (5) working days by the designated supervisor after each supervisory visitation or other casual observation of the teacher's responsibility.

D. Conference Reduced to Writing: Within ten (10) working days of the above supervisory conference, the teacher shall receive a written report of the supervisory conference, be afforded the opportunity to sign the report and add additional comments.

E. Summary Evaluation Report to be placed in Personnel File: Before the close of each school year, a written summary evaluation report shall be prepared by the designated supervisor. This evaluation shall be reviewed with the teacher and placed in the personnel file of the teacher after the teacher has been given the opportunity to sign the report and add additional comments.

F. Written Notice of Deficiencies: The District shall provide the teacher with written notice of deficiencies, if any, along with improvement plans and possible alternative options of the District if acceptable improvement or needed change is not made within a reasonable and specified time frame.

G. Items for Supervisory and Evaluation: The specific teacher responsibilities for which supervisory observations and evaluations will be provided shall include, but not be limited to, the following: (1) Instructional Skills, (2) Knowledge and Use of Materials, (3) Planning Skills, (4) Classroom Management Skills, (5) Knowledge of Student Growth and Development, (6) Knowledge of Content, (7) Human Relations Skills, and (8) Professionalism.

ARTICLE XI

TEACHING POSITIONS, ASSIGNMENTS AND QUALIFICATIONS

Section 1. Definitions: A teaching position denotes employment status with the District. A teaching assignment means specific duties within a position.

Section 2. Minimal Qualifications: No new teacher shall be employed by the School District for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a teaching license issued by the Minnesota Department of Education.

Section 3. Tiered Licensure: The employment of teachers whose licensure is based on a limited permit is to be permitted only in cases of absolute necessity or when the teacher has outstanding credentials.

Section 4. Notice of Teaching Assignments:

A. Date and Content of Notice: All teachers shall be given written notice of their teaching assignments for the forthcoming year no later than June 1 for tenured teachers and July 1 for probationary teachers. Said notice shall contain the elementary grade level or assignment and/or the middle school/high school subject(s) to which a teacher will be assigned for the following school year. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher assignments be made later than the 15th day of August preceding the commencement of the school term, unless an emergency situation requires same. The teacher or teachers involved shall be so notified in such instance.

B. Area of Assignment: A teacher may be assigned to any area in which he/she presently holds licensure. In the event a reassignment from a previous position is necessary, a meeting will be held with all the teachers that are affected. The situation will be explained.

C. Emergency Assignments: A teacher may be assigned to any area in which he/she presently does not hold licensure if, and only if, (1) an emergency situation exists in the District, (2) the teacher consents to the assignment, and (3) the teacher satisfies present licensure requirements.

D. Assignment to Supervisory Duties: The District may assign licensed teachers or a licensed teacher and non-licensed aide(s) to supervision of students at the discretion of the District. The phrase "supervision of

students" refers to supervising students in the study hall, lunchroom, hallway, etc., during the period of time referred to in the Master Agreement as the Basic Day.

E. Assignment of Overloads: An overload is defined as an extra class that will be taught in lieu of a supervision period of a full-time teacher. It is understood that teaching an overload is a last resort. Positions will be posted prior to asking a teacher to do an overload. The School District and Association agree that the following criteria will be used when teachers are asked to teach an overload.

1. Compensation: Any full-time middle school or high school teacher who teaches a sixth class in the 7 period day or a 7th period class in an 8-day period will be compensated at the rate of 10% of the teacher salary up to BA/10 for the school year or 5% of teacher salary up to BA/10 per semester (provided the probationary teacher language is removed).

2. Eligibility: Probationary teachers will not be assigned an overload except in unique circumstances, and after consultation and agreement between the Association, the District and the affected teacher.

3. Agreement: Assignment will be by mutual agreement of the teacher and the District and the Association.

F. Definition of Full-time Middle School/High School Teacher: Any middle school/high school teacher assigned instructional and/or supervisory duties (not including preparation time) totaling at least three (3) blocks in a four (4) block day, 5 classes in a 7 period day, or 6 classes in an 8 period day will be considered a full-time teacher. No teacher shall be required to teach more than 3 blocks in a 4-block day, 5 classes in a 7-period day, or 6 classes in an 8-period day.

G. Part-time Teachers: A teacher who is contracted on an annual basis to teach part of a day or part of the year is classified as a part-time teacher. For middle school/high school teachers not assigned a full-time schedule as determined by Article XI Section 4. E., the teachers will be paid for each assigned instructional period:

1. Four (4) Period Day: At a rate of 25% of their full-time salary and an additional 5% of their full-time salary for preparation. The teacher will be expected to schedule 18 minutes of preparation time per block of instructional time as mutually agreed upon by the teacher and the building principal.

2. Eight (8) Period Day: At 12 1/2% of their full-time salary and an additional 2 1/2% of their full-time salary for preparation. The teacher will be expected to schedule 9 minutes of preparation time per block of instructional time as mutually agreed upon by the teacher and the building principal.

3. Seven (7) Period Day: At 14.3% of their full-time salary and an additional 2.86% of their full-time salary for preparation. The teacher will be expected to schedule 10 minutes of preparation time per block of instructional time as mutually agreed upon by the teacher and the building principal.

Section 5. Additional Assignments/Compensation:

A. Voluntary Assignments: Extra-curricular duties, committee participation, and supervision of student teachers shall not be obligatory but shall be with the consent of the teacher.

1. A teacher who is hired as Activities Director in addition to a regular teaching assignment will be given two class periods to perform Activities Director duties.

2. Teachers who apply for and are assigned to the Activities Director position and who wishes to return to a regular teaching position must notify the district by April 15th of the school year at the end of which the teacher wishes to resign his or her position as Activities Director.

3. A teacher who applies for and accepts the Activities Director position does not give up his or her right to his or her teaching position.

4. Cell Phone Stipend: The Caledonia School District shall provide the employee who is the Activities Director with a monthly cell phone stipend amount of \$100.00 per month each school year.

5. Duties/Assignments: The Activities Director will not be assigned a supervisor duty or advisory.

6. **Event Supervision:** The Activities Director will be responsible to ensure that each activity related event has an event supervisor. The Activities Director will meet with the building Principal at the beginning of each school year to schedule who will be the event supervisor at each event. The building Principal will be responsible to supervise at least 25% of activity related events. The Activities Director will be responsible to supervise at least 75% of activity events. The Activities Director will have the discretion to hire out an event supervisor in the event that he or she cannot be at an event that they are scheduled to supervise.

B. Compensation for Other Assignments:

1. Any hourly teaching assignment after regular teaching hours or the regular school year, such as, but not limited to summer curriculum writing, staff development, and detention supervisor shall be contracted for at the individual's hourly rate of pay up to BA/10 salary base divided by 1,472 hours.
2. Any teaching assignment beyond the contracted school year which is part of the teacher's continuing contract shall be based on the teacher's daily rate of pay.
3. **Compensation for Substitute Teaching:** A teacher agreeing to substitute teaching duties during a preparation time shall be paid at the individual's hourly rate of pay up to BA/10 salary base divided by 1,472 hours.
4. **Compensation for Inservice/Workshop Attendance:** A teacher attending, by written mutual consent between the teacher and the District, an inservice or workshop outside the normal school day or year shall be paid at the individual's hourly rate of pay up to BA/10 salary base divided by 1,472 hours. The above rates shall also apply to summer curriculum development and improvement activities. Payments under this section shall be made from District staff development funds or from grant funds as available.
5. **Compensation for Student Teacher Assignment:** The School District shall disclose to the teacher assigned a student teacher the amount of money received from the college or university placing the student teacher. Monies made available to the District by the placing college shall be paid to the teacher.
6. **Summer School:** Summer school salaries for district contracted teachers shall be their established step and lane. Teachers shall be paid on an hourly basis for all student classroom/instructional contact hours and preparation time.

Section 6. Transfers Within the District:

- A. Requests for Transfer: Request by a teacher for transfer to a different class, building, or position shall be made in writing. The request shall set forth the reasons for desire to transfer, the school grade or position sought, and the applicant's academic qualifications. Such requests may be renewed once each year to assure active consideration by the School District.
- B. Posting of Positions: Whenever a new or vacated position arises or is anticipated, the School District shall post notice of same on a bulletin board in each school building.
- C. Posting of Extracurricular Positions: Whenever a new or vacated position arises or is anticipated, the School District shall post notice of same on a bulletin board in each school building.
- D. Seniority Rights: No voluntary or involuntary transfer or reassignment of a teacher shall be made if such transfer or reassignment would result in the layoff of a more senior teacher or if it would prevent the recall of a more senior teacher to a position for which that teacher is licensed.

Section 7. Part-Time Teachers:

- A. Any staff meetings scheduled outside of the part-time teacher's day shall be voluntary and shall be compensated for at the rate specified in Section 7 (B) Part 3.
- B. Compensation: Part-time teachers shall be contracted on a per diem and/or hourly basis. Part-time teachers shall be paid on a prorated portion of the salary of a full-time teacher with the same amount of recognized years of experience and education for determination of placement on the salary schedule.

1. Per Diem Wage: The per diem wage shall be 1/184 of the full-time salary.
2. Hourly Wage: The hourly wage shall be 1/8 of the per diem wage. If part-time teachers are required to return to, stay at or arrive early to school beyond their assigned day, they will be paid at the hourly rate determined by dividing his/her contracted salary by the number of hours they are assigned.
3. Substitute Teaching: A teacher who agrees to substitute teach the portion of the day that they are not under contract, may do so at the same rate of pay as other substitute teachers for the District as determined by board policy.

C. Recognition of Experience: Each year of part-time teaching experience in this School District shall be recognized as one (1) full year of teaching experience for determination of placement on the salary schedule. Part-time teaching experience in the School District shall be pro-rated for determination of placement on the salary schedule if a part-time teacher moves to a full-time position. If the pro-rating of teaching experience results in a fractional part of a year, the number of years will be rounded up to the next full year.

D. Preparation Time: Part-time teachers shall be afforded preparation time with pay, in the same manner as that provided to full-time teachers but on a pro-rated basis.

E. Insurance Coverage: Part-time teachers shall be eligible for insurance coverage as set forth in Article XXI only if their contract is for 75% or greater of a full-time teacher's contract for a period of 180 or more calendar days. No teacher employed prior to 7/1/91 shall have his/her health insurance eligibility changed or coverage reduced due to the provisions of this subsection unless specifically restricted below:

1. Involuntary Reduction: Full-time teachers involuntarily assigned to a part-time teaching position of twenty (20) or more hours per week shall be entitled to maintain their health insurance benefits without regard to Subsection E. above.

2. Voluntary Reductions: Teachers who voluntarily request assignment to a part-time teaching status after 7/1/91 shall be subject to the provisions of Subsection E. above. However, teachers employed prior to 7/1/91 with, or who develop, certified medical or physical disabilities, may voluntarily request assignment to a part-time teaching status of twenty (20) or more hours per week and remain eligible for participation in the District's group insurance program.

F. Leaves of Absence: Part-time teachers shall be eligible for leaves of absence longer than twenty (20) contract days as set forth in Article XV only if they are contracted for the full school year.

G. Sick Leave: Part-time teachers shall be eligible for sick leave as set forth in Article XIII on a pro-rated basis only if the teaching assignment is during the normal school year and normal school day.

H. Seniority: Part-time teachers shall accrue seniority as set forth in Article XXIII only if the employment is continuous and uninterrupted from one teaching contract to the next. Eligible part-time teachers who are placed on unrequested leave of absence or are granted other types of leave by the District shall continue to accrue seniority in the same manner as full-time teachers but on a pro-rated basis equal to the position from which the leave occurred. No teacher shall have his/her recognized seniority status, as of June 30, 1985, reduced as a result of this language.

Teachers hired on a casual or hourly basis with breaks in service, however, shall not accrue seniority or be included on the District seniority list. No teacher employed by the District prior to July 1, 1995, and recognized on the District seniority list shall lose seniority status, recognition rights, or the right to accrue additional seniority credit under this section.

I. Vacant Full-time Positions: Part-time teachers may apply for new or vacant full-time positions, and their applications shall be considered on the same basis as all other applicants for the position.

J. Limitation to Bumping Rights: Part-time teachers, by exercising bumping rights as set forth in Article XXIII, may attain a position of no greater employment time than the position currently held from which layoff is proposed. In order to exercise bumping rights, the district may consider if the teacher has recent experience in that area.

K. Recall Rights: Part-time teachers who are placed on unrequested leave shall have recall rights, as set forth in Article XXIII, to part-time positions only when a part-time position is available. Part-time teachers will not have recall rights to part of a full-time position that may become available. Part-time teachers shall have recall rights to full-time positions only if the teacher had been employed by the District as a full-time teacher and any breaks in service occurring from full-time employment until the teacher was placed on unrequested leave were the result of a leave mutually agreed upon by the teacher and the District.

L. Change to Full-time Position: If a part-time position is increased to a full-time position the part-time position shall be discontinued and the full-time position established subject to the provisions of Article XXIII.

M. Part-time Teacher Schedule: If a less than one full-time equivalent teacher is required by the District to change his/her scheduled hours, the teacher may adjust his/her schedule by the mutual agreement with the building administrator.

Section 8. Casual/Long Term Substitute:

A. Casual Substitute: A casual substitute replaces the same teacher for less than thirty (30) working days during a given school year.

B. Long-Term Substitute: A casual substitute teacher who replaces the same teacher for more than thirty (30) continuous working days will be regarded as a long-term substitute and will be paid at BA/1 divided by the number of teacher duty days in the current contract.

Section 9. Shared-Time Teachers: The District may, from time to time, establish a shared-time teaching assignment with a neighboring district rather than placing a teacher on unrequested leave of absence and recalling that teacher to a part-time position because of declining enrollment and/or financial limitations. In making a shared-time assignment, the District shall be governed by the following provisions.

A. Voluntary/Involuntary Assignment: Teachers shall be assigned to teach in another district as a shared-time teacher on a voluntary basis. Assignment may be made only in areas in which the teacher holds licensure. If no teacher volunteers for a shared-time assignment, the District may assign a teacher on an involuntary basis, by seniority, with the least senior teacher receiving the assignment.

B. Transportation Between Assignments: A teacher assigned to a shared-time assignment shall either be provided with a District-owned or leased vehicle or be compensated for all necessary travel in accordance with the provisions of Article XII, Sections 1. and 2. A.

C. Preparation Time: No teacher on a shared-time assignment shall be deprived of preparation time, as required by Minnesota Statute, within the normal student day. Time spent in required travel between districts shall not be considered as preparation time. In the event preparation time cannot be feasibly provided, the District shall compensate the teacher in accordance with Article XI, Section 5. C. Preparation time may be divided between school buildings as mutually agreed upon by the teacher and the administration.

D. Maintenance of Personnel Files: The District shall be responsible for the maintenance of the personnel file for a teacher assigned to another district in accordance with Article X. No material originating in the other district shall be placed in the teacher's file.

E. Additional Days Assigned: If a shared-time teacher is required to provide additional professional services beyond 184 contract days, because of differences in the school calendars of the two districts, the teacher shall be compensated for the additional time on a pro-rated, per diem basis. In no event, shall a teacher's annual salary be reduced as a result of a difference between the District's school calendar and the other district's school calendar.

F. Seniority Rights: Teachers involved in a shared-time assignment maintain seniority rights in accordance with Article XXIII, Section 2. Under no circumstances, can a shared-time teacher from another district gain seniority status in this District.

G. Continuation of Rights: All individual teacher rights and privileges provided by this Agreement shall continue for shared-time teachers under individual contracts issued by the District, unless expressly restricted.

Section 10. Distance Learning/Teaching:

A. Definition: Distance Learning/Teaching is any learning and teaching that takes place when the student and teacher are not necessarily physically in the same location.

B. Teaching Assignment: Should it be necessary to learn/teach via technological means due to unforeseen circumstances, teachers may be asked to teach via Distance Learning/Teaching. However, if no certified teacher volunteers, the District retains the right of assignment based upon seniority with the least senior, properly certificated teacher assigned first.

C. Inservice Training: Teachers assigned to a Distance Learning/Teaching position shall be provided with initial and ongoing inservice in using Distance Learning/Teaching as an alternative educational delivery system.

D. Additional Compensation: In the event that a teacher with Distance Learning/Teaching assignment is required to work additional days beyond the duty days specified in this Agreement, the teacher shall be paid additional compensation as established by Article XI, Section 5B, of this Agreement.

E. Distance Learning/Teaching Equipment: The participating districts shall provide and maintain all necessary Distance Learning/Teaching equipment and materials.

F. Reuse of Distance Learning/Teaching Broadcasts: Distance Learning/Teaching broadcasts may be taped and reused at the discretion of the teacher.

G. Distance Learning/Teaching Planning: The District and the Local Chapter shall meet jointly to plan and develop Distance Learning/Teaching for the best interests of education in the district.

**ARTICLE XII
ITINERANT STAFF**

Section 1. Multiple Building Assignments: Schedules of teachers who are assigned to more than one school shall be arranged, as much as possible, to reduce inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

Section 2. Personal Automobiles:

A. Mileage Allowance For Regular Duties: Teachers who may be required by the District to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day in different towns shall be reimbursed for all such travel at the rate per mile as last established by the Internal Revenue Service for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday. However, if the distance from the teacher's home to his/her location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she shall be reimbursed for the difference at the rate last established by the Internal Revenue Service.

B. Mileage Allowance for Field Trips: The same allowance shall be given for use of personal cars for field trips or other business of the district.

Section 3. Reprisals: No teacher shall be assigned a traveling position as a means of reprimand.

Section 4. Transporting Students: No teacher shall be required against his/her will to transport students during the course of the school day.

ARTICLE XIII **SICK LEAVE**

Section 1. Personal Time Off (PTO):

Subd. 1: Accumulation of Days: Each teacher shall accumulate a total of twelve days of PTO per year. All full-time teachers shall earn PTO at the rate of 1 day for each month of service in the employment of the School District, which is equivalent to 12 days each school year. All full-time teachers shall be advanced a credit of 12 days PTO at the beginning of each school year. PTO for part-time teachers will be accumulated on a prorated basis. These days may be used for any such purpose including sick leave, leave for an ill family member, personal business leave, or other reasons. In the event a teacher requests a leave of three or more days, this request shall be submitted to the supervising principal for prior, written approval no less than ten days prior to the requested leave. If the teacher takes a leave for a period longer than three days in duration without obtaining prior, written approval, the District reserves the right to request a medical statement from a physician or other health professional describing the nature of the leave and the rationale for the extended leave. If the teacher cannot furnish such a statement, the leave shall be considered leave without pay. Up to fifteen percent of the teachers may use PTO time on a given day(s) unless they are ill. PTO time will not be granted the first week or the last two weeks of school unless prior written approval is granted by the Superintendent.

Subd. 2: Use of Unearned PTO: In the event of resignation, termination, leave, or discharge of a teacher to whom PTO has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess. Accumulated PTO will be forfeited by the teacher upon resignation, termination, or discharge.

Subd. 3: PTO Carryover: At the end of each school year, any PTO that remains unused shall be transferred to a sick leave bank and shall only be used for sick leave purposes that cannot be covered with the current year's PTO accrual.

***For the 2021-2022 school year only:** Individuals who have banked personal days from the 2020-2021 school year shall have that many additional PTO days.

Subd. 4: Extended Medical Leaves: For extended medical leaves, the teacher will be able to use sick leave bank time after the first two days of PTO with a medical statement from a qualified health professional. A "qualified health professional" is defined as a medical doctor, physician's assistant, nurse practitioner, dentist, podiatrist, clinical psychologist, or chiropractor.

Subd. 5: PTO and Sick Leave: If PTO and sick leave bank time is exhausted, a teacher may be granted additional PTO leave at the discretion of the Superintendent. Per Diem salary deductions equal to the amount paid to the substitute teacher will be deducted from a teacher's pay for any PTO leave after earned PTO leave is exhausted.

Number of Sick Leave Bank Days will be available via electronic means and through the electronic pay system.

Section 2. Sick Bank Accumulation Cap: Teachers hired for the 2006-2007 school year and beyond will be limited to 120 days of accumulated sick bank. Teachers hired before 2006 retain unlimited sick bank accumulation.

Section 3. Sick Bank Sell Back: Teachers using less than three (3) PTO days per school year may sell unused PTO days to the District at \$200.00 per day for up to five (5) days. Teachers must notify the district by May 1st if they choose to cash out unused PTO.

Section 4. Challenges to Use of Sick Leave: The School District reserves the right to challenge the use of sick leave when the circumstances surrounding its use are questionable. The administration shall notify the teacher of the challenge on or before the last school day prior to the teacher's return to work. In the event it is not possible to contact the teacher prior to his/her return, the challenge may be initiated upon the teacher's return. The burden of proof rests with the administration to establish that there was an abuse of the sick leave provisions and with the teacher to establish no abuse existed.

Section 5. Auxiliary Sick Leave: In the event an Association member has exhausted his/her accumulated sick leave and is not eligible for the District's long-term disability insurance program, other members of the Association may exercise their right to transfer one day of their accrued sick leave to that member. However, in no event may any member transfer more than two (2) days to other Association members in any contract year. All transfers of sick leave shall be made voluntarily and anonymously through the Association president and the District.

ARTICLE XIV SABBATICAL LEAVE

Section 1. Eligibility Requirement: Upon written application, a teacher who has been employed for four (4) or more consecutive full school years may, at the discretion of the School District, be granted sabbatical leave for one (1) year for the purpose of professional growth.

Section 2. Salary Payment: The teacher shall be paid at fifty (50) percent of the annual salary, excluding extra-curricular salary payments, which would have been received by the teacher for teaching in the District during the year of said leave.

Section 3. Insurance Contribution and Sick Leave: The School District shall continue its contribution to all insurance coverage during the year of said leave. The teacher shall not receive a sick leave credit for the year of said leave.

Section 4. Return Agreement: A teacher granted a sabbatical leave of absence must agree to return to the School District for a period of not fewer than three (3) years. A teacher who fails to fulfill this three (3) year requirement shall return a pro-rata portion of the salary received while on sabbatical leave. The amount due shall be reduced by one-third for each full year of teaching service provided by the teacher after return from sabbatical leave.

A. **Permanent Disability:** In the event of the permanent disability of the teacher, any amount due to the District for failure to fulfill the three (3) year return requirement shall be deducted from the severance payment otherwise due the teacher. However, the teacher shall not be responsible for paying any excess amount due.

B. **Death of the Teacher:** In the event of the death of the teacher, any amount due to the District for failure to fulfill the three (3) year return requirement shall be deducted from the severance payment otherwise due his/her heirs or estate. However, they shall not be responsible for paying any excess amount due.

Section 5. Return from Sabbatical Leave: A teacher, upon return from a sabbatical leave, shall be restored to the teacher's former position or to a position of like nature and status. The year of said leave shall be regarded

as a year of teaching experience for determination of placement on the salary schedule. The teacher shall maintain tenure and original seniority date of hiring. Sick leave accumulated prior to taking said leave and all other accrued benefits provided in this Master Agreement shall be maintained by the teacher.

Section 6. Application Deadline: Requests for sabbatical leave received in writing by the Superintendent by March 1 in such form as shall be required by the Superintendent will receive priority. Action will be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested. If no requests are submitted by March 1, requests submitted after March 1 will be considered, and leave may be granted provided a suitable replacement can be found.

Section 7. Employment During Sabbatical Leave: During the period of sabbatical leave, a teacher may engage in remunerative employment and may accept grants or fellowships

ARTICLE XV LEAVES OF ABSENCE

The following leaves are in addition to PTO and will not be counted against accumulated sick leave. The term, "without pay", shall mean a deduction in salary subject to Article XVI, and if the leave is for a period in excess of twenty (20) contract days, it shall also mean the termination of fringe benefit accrual and School District contribution toward insurance coverage during the period of such leave unless specifically stated otherwise. A teacher electing to remain in the group health insurance program, in accordance with the COBRA provisions, at his/her own expense shall be responsible for the full deductible and/or co-pay costs for himself/herself and his/her eligible dependents as provided under the terms of the insurance policy.

Section 1. Maternity Leave: The District shall grant a maternity leave of up to six (6) months without pay to any pregnant teacher who makes a written application for such leave.

A. Available Options: The following options shall be available:

1. Prior to disability period: A pregnant teacher may commence a maternity leave without pay prior to the onset of disability occasioned by childbirth.
2. Disability Period Only: A pregnant teacher may continue teaching until the onset of disability, and thereafter utilize her accumulated sick leave with pay through the period of pregnancy-related disabilities, childbirth, and recovery subject to Article XIII, Section 3.C. Upon the conclusion of the period of disability, she may return to work.
3. Disability Period and Recovery Period: A pregnant teacher may continue teaching until the onset of disability and thereafter utilize her accumulated sick leave with pay through the period of pregnancy-related disabilities, childbirth, and recovery subject to Article XIII, Section 3.C. Upon the conclusion of the period of disability, she may commence a maternity leave without pay.

B. Written Notice: The pregnant teacher shall notify the District in writing at least four (4) weeks prior to the expected delivery date, as determined by her attending physician, of her choice of options 1. 2. or 3. in A. above.

C. Commencement Date: Maternity leave will commence at a date agreed upon between the Board and the pregnant teacher.

D. Insurance Coverage: Health, disability and life insurance coverage shall continue at District expense during a maternity leave. Exercising a maternity leave of absence shall not affect the teacher's full-time or part-time status as established by the individual agreement with the District.

E. Reinstatement Rights: Upon return from maternity leave, the teacher shall be reinstated to her original position or to a position of like nature and status. The continuing agreement shall remain in effect, and the teacher shall retain all seniority, salary and benefit status, and other advantages, accrued prior to taking the leave.

Section 2. Paternity Leave: The District shall grant paternity leave of up to six (6) months without pay to a male teacher who is an expectant father and who makes a written application for such leave.

A. Available Options: The following options shall be available.

1. Prior to Birth of His Child: An expectant father may commence a paternity leave prior to the expected delivery date of his child.

2. During Disability Period of the Mother: An expectant father may utilize his accumulated sick leave with pay during the mother's disability period due to pregnancy, childbirth and recovery subject to Article XIII, Section 3.C. Upon the conclusion of the mother's period of disability, he may return to work.

3. During Disability and Recovery Period of the Mother: An expectant father may utilize his accumulated sick leave with pay during the mother's disability and recovery period due to pregnancy, childbirth and recovery subject to Article XIII, Section 3.C. Upon the conclusion of the mother's period of disability, he may commence a paternity leave.

B. Written Notice: The expectant father shall notify the District in writing at least four (4) weeks prior to the expected delivery date of his child, as determined by the mother's attending physician, of his choice of options 1, 2, or 3, in A. above.

C. Commencement Date: Paternity leave will commence at a date agreed upon between the Board and the expectant father.

D. Insurance Coverage: Health, disability and life insurance shall continue at District expense during a paternity leave. Exercising a paternity leave of absence shall not affect the teacher's full-time or part-time status as established by the individual contract with the District.

E. Reinstatement Rights: Upon return from paternity leave, the teacher shall be reinstated to his original position or to a position of like nature and status. The Master Agreement shall remain in effect and the teacher shall retain all seniority, salary and benefit status, and other advantages accrued prior to taking the leave.

Section 3. Adoption Leave: The School District shall grant an adoption leave of up to six (6) months, without pay, to any teacher who makes written application for such leave.

A. Written Request: Upon learning of the home placement the teacher shall submit a written application for adoption leave to the Board.

B. Commencement Date: Adoption leave will commence at a date agreed upon between the Board and the adopting teacher.

C. Insurance Coverage: Health, disability and life insurance coverage shall continue at District expense during an adoption leave. Exercising an adoption leave of absence shall not affect the teacher's full-time or part-time status as established by the individual contract with the District.

D. Reinstatement Rights: Upon signifying his/her intent to return to work within the six (6) months period, the teacher shall be reinstated to his/her original position or to a position of like nature and status. The Master Agreement shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits, which he or she had accrued prior to taking adoption leave.

Section 4. Military Leave:

A. The leave will be granted pursuant to applicable law. The Exclusive Rep will be notified of any such leave.

Section 5. Family and Medical Leave:

A. Family and Medical Leave: A teacher employed by the District for the previous twelve months for at least 1,250 hours shall, upon request, be granted a family or medical leave or leaves totaling no more than twelve (12) weeks per year without pay to care for a child anytime within the child's first year, upon the adoption or foster placement of a child, for the employee's own illness, or the illness of the employee's spouse, parent, sibling, step-parent, grandparent, or adult or minor child. A family or medical leave under this section cannot, however, be used to add an additional twelve weeks of unpaid leave to the length of another leave granted under other provisions of this Agreement. The teacher shall remain eligible for District contribution toward insurance coverage.

B. Extended Medical Leave: A teacher who is unable to teach because of personal illness or disability, including disabilities caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, and who has exhausted all accumulated paid sick leave available or has become eligible for long-term disability compensation, shall, upon request, be granted an extended medical leave of absence without pay for the duration of said illness/disability or the school year, whichever comes first. The teacher shall remain eligible for District contribution toward insurance coverage during the insurance period. An additional one (1) year medical leave of absence without pay or fringe benefits shall be granted, upon written request from the teacher. This medical leave of absence may be renewed annually by mutual agreement between the teacher and the District.

C. Medical Statement: A request for an extended medical leave of absence, or renewal thereof, shall be accompanied by a written medical statement from the teacher's attending physician outlining the condition of health and estimated time of which the teacher is expected to be able to assume his/her normal teaching responsibilities.

D. Reinstatement Rights: Upon return to active teaching status, the teacher shall be reinstated to his/her original position or to a position of like nature and status. The Master Agreement shall remain in effect and the teacher shall retain the original seniority date of hire, salary and fringe benefits, which had accrued prior to taking extended medical leave of absence.

Section 6. Minnesota Parenting Leave: Under the provisions of M.S. 181.940 and .941, a teacher employed by the District for the previous twelve months for an average number of hours per week equal to one-half the full-time equivalent shall be granted an unpaid leave of absence for up to six weeks for the birth or adoption of a child. The teacher shall remain eligible for District contribution toward insurance coverage.

Section 7. Civic Obligation Leave:

A. Jury Duty: Any teacher who is called to serve jury duty for a municipal, county, state, or federal court shall be provided leave for each day, or part thereof, of required jury duty service. The teacher shall notify the District of the dates of pending absence as soon as possible following notice of jury duty, but in no event later than one (1) week prior to commencing jury duty service. District compensation shall be reduced by the per diem rate for each day, or part thereof, of jury duty service for which compensation is earned, but shall not be reduced for any mileage or meal allowance paid to the teacher. Social Security (OASDI) and Medicare assessments will be based on the reduced salary. Teacher Retirement Association (TRA) withholdings, however, shall be deducted from payroll as though there had been no salary reduction. It shall be the teacher's responsibility to report jury duty compensation to the Internal Revenue Service (IRS) as miscellaneous income on IRS Form 1040 or 1040A.

B. Witness Obligation: Any teacher summoned, subpoenaed, or otherwise requested to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court during the regular work day shall be provided leave for each day, or part thereof, of required absence. The teacher shall notify the District of the date(s) of pending absence as soon as possible after receipt of summons, subpoena, or request to provide testimony of information, but in no event later than two (2) days prior to the date(s) of absence. District compensation shall be reduced by the per diem rate for each day, or part thereof, of witness obligation service for

which compensation is earned, but shall not be reduced for any mileage or meal allowance paid to the teacher. Social Security (OASDI) and Medicare assessments will be based on the reduced salary. Teacher Retirement Association (TRA) withholdings, however, shall be deducted from payroll as though there had been no salary reduction. It shall be the teacher's responsibility to report witness obligation compensation to the Internal Revenue Service (IRS) as miscellaneous income on IRS Form 1040 or 1040A.

Section 8. Association Leave: A leave of absence without pay of up to two (2) years may be granted to any teacher, upon written application, for the purpose of serving as an officer or staff member of the Association, the Education Minnesota, or the National Education Association. Upon return from such leave, the teacher shall be reinstated to his/her original position or to a position of like nature and status. The continuing Master Agreement shall remain in effect, and the teacher shall retain all seniority, salary, benefit status and other advantages accrued prior to taking the leave.

Section 9. Foreign Teaching Leave: A leave of absence of one (1) year without pay may be granted to any teacher, upon written application, for the purpose of teaching in a foreign country. Upon return from such leave, the teacher shall be reinstated to his/her original position or to a position of like nature and status. The Master Agreement shall remain in effect and the teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as he/she would have accrued had he/she taught in the district during such period.

Section 10. Proportional Leave: Any teacher who has been employed by the District for five (5) or more years may elect to participate in the proportional leave plan. Under the provisions of the plan, the teacher shall enter into a contractual agreement to work for the District for four (4) school years at eighty (80) percent of the salary to which he/she would otherwise be entitled in accordance with the terms and conditions of this Agreement. The teacher will then be granted a leave of absence for one (1) school year following the four-year period at the same salary he/she actually received during the fourth year, just prior to the leave. Written application for participation shall be made prior to April 1.

A. **Payments to the Teacher While on Leave:** Payments to the teacher during the leave period shall be due and payable on the regular monthly payroll dates for other teachers covered by this Agreement.

B. **Insurance Provisions:** During the five (5) year period of the proportional leave contract, the District shall pay eighty (80) percent of the costs for insurance-related fringe benefits guaranteed by this Agreement. The remaining twenty (20) percent shall be the responsibility of the teacher. During the period of leave, the teacher shall pay his/her portion of the monthly premium in advance. Failure to make timely payment may result in the loss of future coverage in the group insurance program.

C. **Reinstatement Rights:** Upon return to active teaching status, all benefits to which a teacher was entitled at the commencement of his/her leave, including seniority, unused accumulated sick leave and credits toward sabbatical eligibility, will be restored, and he/she will be assigned to the same position which was held at the time said leave commenced, or to a substantially equivalent position.

D. **Termination of Agreement:** If a teacher, working under the provisions of a proportional leave agreement, faces an unforeseen economic hardship through continued implementation of the agreement, that teacher shall have the right to revoke the agreement except during the fifth year. Under such revocation, the twenty (20) percent salary retainings withheld by the District shall be returned to the teacher as soon as possible, but in no case later than forty-five (45) calendar days following the date of revocation. Said teacher will return to a one hundred (100) percent salary and fringe benefit status effective on the date official notice of revocation is received by the District. Fringe benefit dollars withheld by the District shall be retained by the District.

E. Disability and/or Death of Teacher: In the event of disability or death of the teacher prior to executing the leave, the twenty (20) percent salary retainings shall be paid to the teacher or to his/her estate. If disability or death occurs after the leave period begins, the remainder of any unpaid retainings shall be paid to the teacher or to his/her estate.

Section 11. Extended Leave of Absence: While the District may grant paid or unpaid leaves of absence of shorter duration, the District shall grant an extended leave of absence without salary to any full- or part-time teacher who has been employed by the District for at least five (5) years and has at least ten (10) years of full-time teaching service in Minnesota public schools. The maximum duration of an extended leave of absence pursuant to this section shall be determined by mutual agreement between the District and the teacher at the time the leave is granted and shall be at least three, but not more than five, years. Written application for participation shall be made prior to April 1.

A. Reinstatement: A teacher on an extended leave of absence pursuant to this section shall have the right to be reinstated to a position for which the teacher is licensed at the beginning of any school year after the end of the initial three-year period unless the teacher fails to give the required timely notice of intention to return, or is discharged, or is placed on unrequested leave of absence, or the teacher's contract is terminated pursuant to M.S. 122A.40 while the teacher is on extended leave. The teacher shall notify the District of his/her intention to return by February 1 in the calendar year in which the leave is scheduled to terminate.

B. Restoration of Rights: All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave and credits toward sabbatical eligibility, will be restored upon return, and he/she will be assigned to the same position which was held at the time said leave commenced or to a substantially equivalent position.

C. Salary Schedule: The years spent on an extended leave of absence shall not be included in the determination of salary placement upon return to teaching in the District.

D. Insurance Eligibility: The teacher and his/her eligible dependents may remain in the group health, accident and major medical insurance programs at his/her own expense. The teacher shall also be responsible for the full deductible and co-insurance costs not covered by the policy. The teacher shall pay the monthly premium in advance to the School District. Failure to make timely payment may result in the loss of future coverage in the group insurance program.

Section 12. Family Leave: After five (5) years under contract to the District, upon written request, a teacher shall be granted up to five (5) years family leave. Written application for this leave must be made on or before February 1 with the leave starting at the beginning of the next school year. The teacher shall notify the District of his/her intention to return by February 1 of the calendar year in which the leave is to terminate.

A. Restoration of Rights: All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including: seniority, unused accumulated sick leave and credits toward sabbatical eligibility, will be restored upon return, and he/she will be assigned to the same position which was held at the time said leave commenced or to a substantially equivalent position.

B. Salary Schedule: The years spent on an extended leave of absence shall not be included in the determination of salary placement upon return to teaching in the District.

C. Insurance Eligibility: The teacher and his/her eligible dependents may remain in the group health, accident and major medical insurance programs at his/her own expense. The teacher shall also be responsible for the full deductible and co-insurance costs not covered by the policy. The teacher shall pay the monthly premium in advance to the School District. Failure to make timely payment may result in the loss of future coverage in the group insurance program.

Section 13. Miscellaneous

- A. Other Leaves: Other leaves of absence with or without pay may be granted by the District for good reason.
- B. Restoration of Rights: All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored upon return, and he/she will be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- C. Extensions: All requests for extensions or renewals of leaves will be applied for in writing. If approved, approval will be granted in writing.
- D. Substitutes: No teacher will be required to arrange for his/her own substitute and the District shall make payment to the substitute.

Section 14. Coaching Leave: A head varsity coach will be allowed one (1) day of leave with pay each year to attend the Minnesota State Tournament, Camps, Clinics, or other related events for the particular sport that he or she coaches.

**ARTICLE XVI
DEDUCTIONS**

All deductions for partial absences will be made based on the eight-hour (8) day and forty-hour (40) week. However, it is recognized that the teacher normally spends more than this minimum amount of time in the performance of his/her duties. The daily rate, for purposes of calculating deductions, would be 1/184 (fraction) of the annual teaching salary of the employee, and the pro-rated fraction of an extra-curricular salary if the extra-curricular responsibilities are being fulfilled at the time of the absence.

**ARTICLE XVII
SALARIES**

Section 1. Salary Schedules:

- A. 2021-2022 Salary Schedule: The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2021-2022 school year.
- B. 2022-2023 Salary Schedule: The wages and salaries reflected in Appendix B, attached hereto, shall be a part of the Agreement for the 2022-2023 school year.

Section 2. Extra Duty Pay Schedule: Teachers involved in voluntary extra duty assignments as set forth in Appendices C. and D. which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of the Agreement.

Section 3. Recognition of Lane Advancements:

- A. Advancement to BA +15(10), BA+30(20), and BA+45(30), BA+60/MA, MA+15(10), MA+30(20) quarter hour lanes (semester hour lanes): If advancement in credit training lanes is verified with an official transcript before September 15, the entire increment or increments will be granted. If advancement in credit training lanes is verified with an official transcript before January 31, two-thirds (2/3) of the increment(s) will be granted. The increase in salary will be divided equally among the remaining payments due to the teacher.
- B. Advancement to the BA+60(40) Lane: To advance to the Bachelors +60(40) lane, any credits beyond BA+45(30) must be fully accepted in a Master's Degree program by an accredited college or university

system and must remain eligible and applicable toward the Master's Degree throughout the period of recognition. However, this period of recognition shall not extend beyond a seven-year period.

Section 4. Graduate Credit Requirement: Only graduate courses in the teacher's field of teaching meet the requirements for an advanced salary rating. Courses outside the field of teaching or undergraduate courses from an accredited University, College, Technical College, Internet, or other source may be used to complete requirements for advanced salary rating, if approved in writing by the Superintendent. Credit hours earned through an external study program after July 1, 1977, shall not be allowed for placement on the salary scale or for increment advancement unless such courses were completed at the request of the School District or prior approval has been granted in writing by the Superintendent.

Section 5. Salary:

A. Semi-monthly Payments: Teachers' salary will be automatically credited to their checking/savings account semimonthly on the 10th (or the last working day prior to the 10th if the 10th falls on a Saturday, Sunday, or vacation day) and the 25th day (or the last working day prior to the 25th) of the month for the months of September through May.

B. Method of Salary Payment: The first check in each month will be determined by each teacher in an amount not to exceed one-half of that teacher's monthly gross salary. All deductions, including the advance payment, will be subtracted from the second semi-monthly payment. The teacher's monthly salary is determined by dividing his/her annual salary by twelve (12). The teacher's annual salary shall be the total salary for basic and additional services specified in the teacher's individual contract. On June 10th (or the Friday preceding June 10th if June 10th falls on a Saturday or Sunday) a payment for three (3) months salary will be paid by direct deposit. Licensed staff may view their paystubs digitally.

C. Ten-Month Payment: A teacher who requests in writing prior to September 15th that his monthly salary is to be determined by dividing his salary by ten (10) will have the request granted.

D. Method of Payment Options:

1. Teachers shall be given the option of choosing to receive their annual salary in 10 equal payments (during the school year) or in 12 equal payments (over the full calendar year).

2. Teachers must select a payment option prior to the start of their work year. The annual payment option selected shall remain in effect from year to year or until the teacher informs the employer of the desire to change payment options for a subsequent year. In no event shall the payment option of a teacher be changed after the start of the first day of the school year. Each returning teacher will inform the Superintendent in writing by June 1st if the teacher wishes to change options for the coming year.

3. In the event a teacher fails to inform the employer of his/her desired payment option prior to the start of the work year, the teacher shall be paid in 10 equal payments (during the school year).

Section 6. Basis for Salary Schedule: The salary schedule is based upon the regular school calendar as set forth in Appendix F, subject to the provisions of Article XXII.

Section 7. Status of Salary Schedules: The salary schedules are part of a teacher's Master Agreement subject to the following provisions:

A. Suspension Without Pay: A teacher may be suspended without pay for just cause for a period not to exceed five (5) days.

1. Notice: Suspension shall take effect upon the teacher's receipt of written notification from the Superintendent, stating the grounds for suspension together with a statement that the teacher may--within thirty

(30) days after receipt of such notification--make a written request for hearing before School Board to review the suspension.

2. Hearing: If the teacher requests a hearing within the thirty (30) day period, the hearing shall take place within ten (10) days after receipt of the request for a hearing. At the option of the Board, the hearing may be held before a committee or before a designated representative of the Board. The Board reserves the right to affirm, reduce, or reverse the suspension. In the event the suspension is reversed or reduced, the teacher shall be compensated for any salary loss during the period of suspension not affirmed by the Board. The teacher shall be notified of the date, time, and place of the hearing. The Board shall issue its decision within ten (10) days after the conclusion of the hearing.

3. Grievance: The decisions of the Board shall be subject to the grievance procedure provided in this Agreement, commencing at the arbitration level, provided written notification requesting arbitration is received by the Secretary of the School Board within thirty (30) days after receipt of the Board's decision.

B. Withholding of Increment: The annual increment of a teacher may be withheld for just cause. All information for such action will be made available in writing to the teacher at the time of such action. If such action is disputed, it shall be submitted to binding arbitration through the grievance procedure contained in this Agreement.

Section 8. Individual Teacher Contracts: All teachers shall receive an individual teacher's contract based upon the provisions of the Master Agreement. Said contract shall state the degree lane and step upon which the contract is based.

A. Issue Dates: Contracts for the first year of the Master Agreement shall be issued within thirty (30) days of its adoption. Contracts for the second year shall be issued by April 15 to all tenured teachers and by July 1 to all probationary teachers.

B. Recognition Rights: Nothing in this section shall be construed to deprive a teacher of the right to resign pursuant to M.S. 122A.40 or construed to deprive the school district of the right to terminate a contract or place a teacher on unrequested leave of absence pursuant to M.S. 122A.40.

Section 9. Pay Differential Speech-Language Pathologists: Full-time Speech-Language Pathologists may receive a pay differential of up to 25% of his/her placement on the salary schedule. Part-time Speech-Language Pathologist will receive a pro-rata amount of this pay differential.

Section 10. College-in-the School Teachers and Career Tech Education Teachers: The purpose of this language is to establish guidelines for the Schools programming. Based upon needs of Caledonia Area Schools for College in the Schools (Concurrent Enrollment) and Career Technical Education, teachers are being asked to earn additional college credit for certification to teach CIS courses or CTE courses.

The following items will apply only for teachers instructing a college class, or those requested by the superintendent to instruct a college course or a Career Tech Ed course for the district.

- a. The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the School District Superintendent. This includes any teacher compensation for the cost of tuition, books, and supplies for the certification as agreed upon by the teacher and the School District Superintendent.
- b. Possible Compensation includes:
 - a. Teachers eligible for lane change(s) will receive their lane change(s) as credits are earned.
 - b. \$500 per semester per period taught during the time the teacher is working on earning the said college credits.

- c. The teacher agrees to teach College in the Schools (concurrent enrollment) or a Career Tech Education course for a minimum of five years in the District. The teacher shall not be penalized if failure to teach the required class during the five-year period is caused by School District Action.
- d. If the teacher leaves the district, 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-year period.
- e. If the teacher declines and the district is able to find a replacement for the College in The Schools assignment(s) or Career Tech Ed Courses, after the district has paid for the credits, the teacher shall:
 - a. Reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the five-year period in which college courses have been taught, and
 - b. Any change to the teacher's lane placement, based on the additional credits will be revoked unless the teacher agrees to pay full reimbursement for credits and or degree to the district.

ARTICLE XVIII HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day shall be whatever time is deemed necessary to appropriately and professionally discharge duties such as preparing lessons and/or learning materials; contacting other staff members, students, or parents; and completing other duties scheduled by the administration. To ensure adequate time for individual classroom planning and communication with other staff, all full-time teachers are expected to be in their respective buildings at or before 7:45 a.m. The 7:45 a.m. starting time applies to full-time teachers. The 7:45 a.m. starting time does not apply on days when the start of the school day is delayed for any reason.

Section 2. Sessions Beyond Basic Day:

A. Administrative Meetings: In addition to the basic day, teachers shall be required to participate in properly scheduled administrative meetings beyond the basic day. Administrative meetings shall not be held more frequently than once per week and shall not exceed one hour in length. Any staff member can ask to place an issue on the agenda for an administrative meeting. This request must be made at least 48 hours prior to the meeting. If, during the discussion, any staff members feel sufficient progress is not being made toward resolution he/she can ask that a volunteer task force be created to discuss the issue and make a proposal at a future administrative meeting. Minutes will be recorded and published for all meetings.

B. Advance Notice: Announcement of dates and times reserved for administrative meetings shall be established by the administration at the beginning of each semester. Changes in the scheduled meeting date or time must be mutually agreed upon by the administration and the affected building teachers. Meetings may be cancelled by the administration.

C. In the event that a teacher supervises an event after the basic day such as, but not limited to, Science Fair/Open House, Back to School Night, Concerts, Athletic Events, etc. the teacher may submit a voucher and be paid according to Appendix D.

D. Committee Membership: Membership on building and district-wide committees, Task forces, etc. as required or permitted by federal or state regulations or by District policy, which meet beyond regular teaching hours or outside the regular school year shall be voluntary.

1. **Implied Commitment:** As a courtesy to other committee members, teachers who accept a committee membership assume a commitment to attend meetings and to participate in committee tasks and assignments to the best of their abilities and to the greatest extent possible. The teacher shall not, however, be subject to the District's disciplinary procedures for non-attendance or non-participation.

2. **Duration of Commitment:** Membership in all committees shall terminate on July 1, although teachers may volunteer to extend their membership.

Section 3. Lunch Period: All teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes unless voluntarily given up to perform compensated duties for the District. On school calendar days without students, a sixty (60) minute lunch period will be scheduled.

Section 4. Release Time for Professional Duties: In order to more effectively discharge the many auxiliary tasks and responsibilities, which are attendant to teaching, especially "committee-type" professional tasks, the District agrees to provide release time to teachers serving on such committees as approved by the Superintendent.

Section 5. Special Conferences with Parents/Guardians: Dates and times for special conferences with parents/guardians shall be scheduled at a mutually convenient time after consultation with the teacher(s).

Section 6. Preparation Time: Each teacher employed by the District shall be provided a minimum of forty-five (45) minutes of preparation time during the student contact day to fulfill her/his professional responsibilities such as preparing lessons and/or learning materials and contacting other staff members, students, or parents. Said preparation time shall be provided in not more than two time blocks and shall not include the teacher's lunch period or time when the teacher is assigned supervisory duties. One-half (1/2) day additional preparation time will be scheduled the school day following the end of each academic grading period for student records and curricular planning. If this day is lost due to inclement weather or other factors, the time will be rescheduled through Meet and Confer.

ARTICLE XIX TERMINATION OF EMPLOYMENT

Section 1. Severance Pay: Subject to the provisions of Article XIX, Section 3 Group 2 D., E., and F, any teacher who does not qualify for early retirement incentive benefits described elsewhere in this article, upon leaving employment for reasons other than those covered in M.S. 122A.40 Subdivision 7 (excluding 7a and 7b) and Subdivision 13, shall receive severance pay in one lump sum payment in an amount equal to \$20 per day for all accumulated sick leave days. Upon the death of a teacher, the lump sum payment shall be paid to a named beneficiary or, lacking the same, to the estate of the deceased.

Section 2. Late Resignation: A resignation received after August 1st is considered a late resignation. Any teacher resigning after August 1st may be assessed \$1,000 for recruitment and replacement of the position. The \$1,000 shall be deducted from the teacher's severance pay. If the severance pay is less than \$1,000, the teacher shall be billed for the balance. In the event said teacher does not qualify for severance, the teacher shall be billed for the entire amount.

Section 3. Retirement and Severance Benefit: Pursuant to M.S. 122A.48, all teachers who:

Group 1: Eligible for both 403(b) and PRHCSP

- A. hired 1981 and after and prior to July 1, 2008 and
- B. are fifty-five (55) years old or will be fifty-five years old on June 30 in the year when application for retirement is made or
- C. have not less than thirty (30) total years of teaching service in Minnesota elementary and/or middle school/high school and technical colleges shall be eligible for the District's retirement incentive.

- a. Retirement: For the purposes of this section, retirement shall mean the termination of services in the District and the withdrawal from active teaching service, except as allowed by the Teacher Association.
- b. Application: A teacher meeting the requirements of this section may on or before April 1 of the school year at the end of which the teacher wishes to retire, apply to the District for the Retirement Benefit.
- c. The District will contribute the following amounts to the employee's Minnesota State Retirement System, Post Retirement Health Care Savings Plan.
1. \$5,500.00 per year paid on September 1st of each year for eight (8) years or until the teacher qualifies for Medicare, whichever comes first. In the event of the death of the teacher this payment would continue to be paid to the teacher's designated beneficiary for the remaining time period for which the deceased was eligible.
 2. An amount equal to \$20.00 per day for all accumulated sick leave days.
 3. Beginning with the 2008-2009 school year, the District will implement a matching program to an employee chosen 403(b) tax-sheltered account as allowed under Minnesota Statutes Section 356.24.
- d. Any amounts contributed by the District into the matching program will offset the Group One (1) teacher's total retirement payments to be deposited into the PRHCSP in letter C above.
- e. Any amount the employee was eligible for under Section 4 below, but did not receive will be paid directly into the employee's 403(b) account upon retirement.
- f. The remainder of the retirement payments in letter C above that was not either paid as matching payments into the 403(b) or as a lump sum payment into the 403(b) will be paid into the PRHCSP in the amount of \$5,500 annually, until the total entitlement is paid.

Group 2: Eligible for 403(b) Match

- A. Teachers hired July 1, 2008, or after shall only be eligible for 403(b) match as described in Section 4.**

Section 4. Tax Deferred Benefit:

- A. 403(b) Tax Sheltered Account: Matched Plan: Beginning with the 2008-2009 school year, the District will implement a matching program to an employee chosen 403(b) tax-sheltered account as allowed under Minnesota Statutes Section 356.24.
- B. Teacher Match: Eligible teachers must elect to participate in the 403(b) account matching program pursuant to the employee chosen account plan requirements at the beginning of the plan year. The school district's matching contribution to teachers participating in the 403(b) annuity matching program shall be as follows:

<u>Years in District</u>	<u>ANNUAL MAXIMUM</u>
	<u>Matching Contribution</u>
0-3	2021-2023 \$200
4-9	\$600
10-15	\$900
16-21	\$1,200
22 +	\$1,500

**Maximum Annual School District Contribution for Individual Teacher
\$1,500**

**Maximum Career School District Contribution for Individual Teacher
\$30,500**

C. Annual Limit: The District will make the foregoing matching contribution to a teacher's 403(b) account. The District matching contribution will be dollar-for-dollar, as required under Minnesota Statutes Section 356.24, up to the annual maximum match set forth above. The annual limit on the amount individual teachers may contribute to his/her 403(b) account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder.

D. Sick Leave Severance: Sick leave severance and Retirement Benefit Contribution will not be available to any teacher hired after July 1, 2008 or after.

E. Choice of Vendors: The number of vendors will be limited to the vendors currently available or up to 10. The vendors will be jointly determined by the exclusive representative and the District.

ARTICLE XX

PRIOR TEACHING EXPERIENCE

Section 1. Application: This article shall apply to the first individual teaching contract by which a teacher is employed with the District or the first individual teaching contract by which a teacher is employed with the District after a break in employment with the District. This article shall not be applied retroactively.

Section 2. Experience Recognition:

A. Returning from Leave of Absence: A teacher returning from a leave of absence shall retain--for determination of placement on the salary schedule-- all experience recognized prior to taking the leave.

B. Reinstatement Rights: A teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40 but whose employment is subsequently reinstated by the District shall retain all experience recognized prior to the termination.

C. Mutual Agreement Required: Any full-time and/or part-time teaching experience in a duly accredited school may be recognized, as agreed upon between the teacher and the District, for determination of placement on the salary schedule. The District shall obtain and keep on file a statement signed by the teacher that he/she was aware of this provision prior to accepting employment.

ARTICLE XXI

INSURANCE

Section 1. Insurance Coverage: The District shall make available the following insurance programs for a twelve (12) month period for each teacher and his/her eligible dependents for each school year the teacher is employed by the District.

A. Health Care Coverage: All teachers enrolled in one of the District plans as of July 1, 2000, and all new teachers employed at 75% time or more may be enrolled in the health insurance plan.

Single Premium Contribution

1. For the 2021-2022 school year, the maximum District contribution shall be \$9,400.00 per employee participating in single health insurance.
2. For the 2022-2023 school year, the maximum District contribution shall be \$9,600.00 per employee participating in single health insurance.

Family Premium Contribution

1. For the 2021-2022 school year, the maximum District contribution shall be \$10,100.00 per employee participating in family health insurance.
2. For the 2022-2023 school year, the maximum District contribution shall be \$10,100.00 per employee participating in family health insurance.

B. **Contributions to Limited Purpose Health Reimbursement Arrangement:** The School District will make an annual contribution of \$3,500 to be paid no later than June 30 to a Limited Purpose Health Reimbursement Arrangement account for full-time unit members who were eligible to participate in the School District's group health plan on or before April 1st of each school year but did not elect to receive the coverage and who provide certification of another employer sponsored group health insurance coverage or certification of individual market health insurance coverage and those Employees whose spouse is employed in the district and receives family health insurance coverage. Part-time teachers who are employed at least 75%.

C. Long Term Disability Coverage: The monthly benefit shall be 66 2/3% of basic teaching salary and shall have a qualification period of 90 calendar days and a benefit period which meets the minimum accepted mode of compliance of the Age Discrimination in Employment Act, as amended.

D. Life Insurance Coverage: The amount of coverage shall be two (2) times the teacher's annual basic teaching salary when rounded to the nearest thousand. The policy shall contain a provision for double indemnity in the case of accidental death, benefits in case of dismemberment, and waiver of premium when totally disabled. Coverage for teachers age 65 and over may be reduced only by cost-justified amounts in accordance with the Age Discrimination in Employment Amendments of 1986.

Section 2. Continuation of Coverage:

A. Exhaustion of Sick Leave: In the event that a teacher, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the insurance period.

B. Death of Employee: In the event that an employee should die prior to the completion of the entire school year, the above mentioned fringe benefits available to his/her dependents shall continue throughout the balance of the insurance period.

Section 3. Insurance Period: The District shall make payment of insurance premiums for each teacher to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

Section 4. Duration of Insurance Contribution:

A. Eligibility at District Expense: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the District. Upon termination of employment or commencement of an unpaid leave of absence in excess of twenty (20) school days, all District contribution shall cease--unless

specifically stated otherwise in this Agreement-- effective on the last working day. A teacher completing the entire school year however, will be entitled to continuing District contribution toward his/her insurance premiums until August 31 following the teacher's last day of service.

B. Eligibility at Personal Expense: 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 to the District the monthly premium in advance. A teacher electing to remain in the group health insurance program at his/her own expense shall be responsible for the full deductible and/or co-pay costs for himself/herself and his/her eligible dependents as provided under the terms of the insurance policy. Failure to make timely premium payments will result in the loss of insurance coverage.

C. Eligibility Option for Covered Teachers and Dependents: Teachers who discontinue employment with the District or who change to a part-time status shall be eligible to continue coverage in the group health care plan at their own expense for up to eighteen (18) months or until they become eligible for coverage by a new employer, whichever is sooner in accordance with the COBRA Laws

Section 5. Insurance Carrier: The selection of insurance carriers and policy terms shall be determined by popular vote by members of the Association, the Support Staff and the Administrators who are eligible for group insurance participation. Following this selection process the policy shall be submitted to the District for its approval.

Section 6. Distribution of Policies: The Insurance Carrier shall distribute copies of all insurance policies to each teacher covered by said insurance.

Section 7. Group Premium for Retirement:

A. Continuation of Coverage: A teacher who retires and is eligible to receive a disability benefit or an annuity from the TRA shall be eligible to remain in the District group health insurance plan at his/her own expense. In addition, teachers and their dependents who are eligible pursuant to M.S. 471.61, Subdivision 2B, shall be allowed to continue indefinitely on the District's health insurance plan at their own expense to the extent provided by M.S. 471.61, Subdivision 2B.

B. Continuation of Coverage After Age 65: A teacher who retires at age 65 or later, or who retires prior to age 65 and later reaches age 65, and who is eligible to receive an annuity under T.R.A. shall be eligible to continue to participate, at the teacher's expense, in the District group health insurance plan under the provisions of this Agreement and applicable to State and Federal laws. The premium rates, however, shall not be pooled with those of active employees and the coverage does not have to be identical to that offered active employees. A teacher electing to remain in the group health insurance program at his/her own expense shall be responsible for the full deductible and/or co-pay costs for himself/herself and his/her eligible dependents as provided under the terms of the insurance policy.

C. Premium Payments: To be eligible, the teacher must begin paying the entire premium for said insurance commencing immediately after eligibility for District contribution ceases as specified in Section 4A. The teacher shall pay to the insurance carrier the monthly premium in advance. Failure to make timely premium payments will result in the loss of insurance coverage.

D. Not Retroactive: This section shall not be applied retroactively from the date of District approval.

Section 8. Flex-Benefits Plan: The District shall provide, at District expense, a flex-benefits program option for teachers in accordance with the provisions of the Internal Revenue Service Code, Sections 125 and 129.

ARTICLE XXII
SCHOOL CALENDAR

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the School District shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year. The teacher shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of 184 duty days. Newly hired teachers to the District will be expected to complete one extra day as an additional pre-school workshop day.

Section 2. Calendar Changes: The District will meet and confer with the Association prior to any calendar changes.

Section 3. Emergency Closings/Flexible Learning Days/E-Learning Days

- A. A Flexible Learning Day/E-Learning day is a school day that offers full access to online instruction, or activities provided by students' individual teachers in the event of an emergency closing. Such days will count as a day of instruction in the hours of instruction under Section 120A.41.
- B. The first day of weather or emergency closing in 2021-2023 will be a free day "snow day" for students and a Professional Work Day* for staff. Thereafter, the second through sixth days of weather or emergency closings will be flexible learning/E-Learning days.
 - *A Professional Work day will be used for preparation, record keeping, staff development, or any other duty associated with being a teacher the individual teacher deems appropriate. A professional work day does not need to be on site.
- C. In the event of a 7th and 8th emergency closing, individual teachers will draft a personalized PD plan to be approved by a committee consisting of administration and members of the Local Chapter, or professional development may be a district led activity or initiative.
- D. The District shall pay each teacher an annual stipend of \$50.00 for personal use of technology with the September payroll.

Any Subsequent emergency cancellations beyond 8 days will only be made up if student hours will fall under statutory guidelines. If, cancellations due to emergency situations result in student hours below statutory guidelines, the district and Local Chapter shall meet within fifteen days of such a closing to discuss how to best meet the statutory guidelines.

ARTICLE XXIII
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. 2. Qualified: "Qualified" shall mean a teacher who has a license in the subject matter or field taught.

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

For seniority purposes, teachers employed as 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 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. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided 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 no later than 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: Teachers placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exception: 1) A teacher shall not be placed on ULA if any other qualified teacher employed in the same field and subject matter has failed to make progress as determined by articulable documentation toward their "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8.

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:

1. Special or advanced certifications obtained in the teacher's field and subject matter.
2. Higher number of steps, lanes and/or credits.
3. Lower file folder number

Subd. 6. 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 reinstatement 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 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 new teacher shall be 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 placed on ULA 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 receipt by teacher such as certified mail shall be sufficient. The teacher on ULA 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 School 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 ULA, the School District shall mail the notice to such teacher (via certified mail), 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 that teacher shall forfeit any future reinstatement or employment rights. The teacher shall not be removed from ULA for acceptance of a position which is less than the amount of FTE of the position held prior to being placed on ULA.

NOTE: Any reference to the word "days" regarding time periods in this plan shall refer to working days. The term "working day" is defined as all week days not designated as holidays by state law.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years 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: Prior to November 30 of each school year the School District shall create a seniority list (by name and date of employment) prepared from its records. It shall thereupon post such list in electronic form for all members.

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 ULA within areas of licensure

for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement 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. Procedure: Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14. or M.S. 122A.41, Subd. 7., and, therefore, shall not be subject to the grievance procedure.

ARTICLE XXIV STAFF DEVELOPMENT FUNDS

Section 1. Availability of Funds: Funds designated by state legislative or District action as staff development funds shall be made available in accordance with the provisions of M.S. 122A.60, as amended.

Section 2. Use of Funds: The primary focus of staff development funds, but not the exclusive purpose, shall be the implementation of the Minnesota Standards as determined by the District and the District Improvement Team, with input from each building staff.

Section 3. Accrual of Funds: The District shall maintain appropriate and separate accounting for staff development funds reserved by State mandate and/or by District action in accordance with the provisions of M.S. 122A.60 as amended. Funds not expended in one fiscal year shall accrue forward into the next fiscal year to the appropriate district level for which the funds were initially reserved.

Section 4. Appointment of Teachers to the Staff Development Committee: The exclusive representative shall submit a list of nominees to the District Superintendent or his designee one month prior to the expiration of term, from which the Superintendent/designee will appoint to the committee. The list of nominees shall be at least two more than the number of teacher vacancies. In the event the exclusive representative does not provide the required number of nominees, the Superintendent may appoint at his/her discretion.

ARTICLE XXV TEACHER ASSISTANCE

Section 1. Statement of Philosophy: The District and the Association recognize that a wide range of problems not directly associated with one's job function can have an adverse effect on the teacher's job performance. In most instances, the teacher will overcome such personal problems independently, and the effect on job performance will be negligible. In other instances, normal supervisory assistance will serve either as motivation or as guidance by which such problems can be resolved. In some cases, however, neither the efforts of the teacher nor those of the supervisor have the desired effect of resolving the teacher's problems.

Section 2. Problem Resolution: Both the District and the Association believe it is the best interest of the teacher, the teacher's family and the District to provide a teacher service which deals with such persistent problems. Therefore, it shall be the policy of the District to handle such problems within the following framework:

A. Timely Identification: The District and the Association recognize that almost any human problem--such as physical, mental or emotional illness; financial, marital, or family distress; alcoholism, drug abuse or legal problems--may be successfully treated provided that it is identified in its early stages and that referral is made to an appropriate modality of care.

B. Confidentiality: The teacher seeking relief or resolution through utilization of this teacher service is assured that job, future, and reputation will not be jeopardized. All records of inquiry, discussions, explorations of modalities, and utilization of professional assistance shall be done in a confidential manner. Any written records pertaining to Employee Assistance services will be kept by the teacher and not the District.

C. Use of Sick Leave: When necessary, sick leave may be used for treatment or rehabilitation on the same basis as is granted for other health problems. The use of other leaves while undergoing treatment may also be granted.

D. Contact Persons: Teachers who feel they are in need of utilizing this policy are encouraged to voluntarily seek counseling and information on a confidential basis by contacting either one of the two contact persons designated by the District or one of the two contact persons designated by the Association.

E. Availability to Dependents: Since teacher work performance can be affected by the problems of a teacher's spouse or other dependents, the program is available to them as well. Additional information about this policy and/or implementation procedures is available from the above designated contacts.

ARTICLE XXVI

PUBLICATION OF THE MASTER AGREEMENT

Copies of this Agreement, titled "Adopted Agreement" between the School District, the Local Chapter and the Association, shall be send electronically to all current teachers and copies will be printed at the expense of the School District for all new hires and the association within thirty (30) days after the Agreement is signed. If a printed copy is preferred, a request may be made to the District or printed by the teacher. The Agreement will be presented to all teachers now employed, hereafter employed, or considered for employment by the School District.

ARTICLE XXVII

DURATION AND EFFECT

Section 1. Duration: This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2023. If a new and substitute Agreement has not been duly entered into prior to June 30, 2023, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted.

Section 2. Full Complete Commitments: This Agreement shall constitute the full complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written signed amendment to this Agreement.

Section 3. Individual Contracts Conformity: Any individual contract between the School District and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

Section 4. Severability of Provisions: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any Agreement or the application of any provision thereof.

Article XXVIII

Early Childhood Family Education Teachers (ECFE)

The following articles apply to Early Childhood Family Education teachers who are included by law in the bargaining unit.

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for the purpose of M.S. 122A.40, Subdivision 1. or M.S. 122A.41, Subdivision 1.

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the Master Agreement because of this unique employment relationship.

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule which entitles them to an hourly rate equivalent to a BA/1 and no other advancements on the salary schedule.

Section 6. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement:

Article I, Purpose of Contract
Article II, Conformity to Law
Article III, Recognition
Article IV, Negotiations
Article V, School District Rights
Article VI, Teacher Rights
Article VII, Association Rights
Article X, Personnel Files

APPENDIX A
SALARY SCHEDULE FOR
CALEDONIA INDEPENDENT SCHOOL DISTRICT #299
2021-2022 SCHOOL YEAR

STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30
1	\$43,481	\$45,439	\$47,395	\$49,350	\$51,305	\$53,262	\$55,219
2	\$44,797	\$46,755	\$48,710	\$50,670	\$52,622	\$54,576	\$56,536
3	\$46,116	\$48,073	\$50,026	\$51,981	\$53,939	\$55,896	\$57,850
4	\$47,430	\$49,387	\$51,345	\$53,299	\$55,256	\$57,212	\$59,168
5	\$48,749	\$50,703	\$52,661	\$54,616	\$56,571	\$58,528	\$60,484
6	\$50,065	\$52,019	\$53,976	\$55,932	\$57,891	\$59,846	\$61,802
7	\$51,381	\$53,338	\$55,293	\$57,249	\$59,206	\$61,160	\$63,118
8	\$52,697	\$54,653	\$56,610	\$58,565	\$60,520	\$62,476	\$64,433
9	\$54,015	\$55,971	\$57,925	\$59,882	\$61,839	\$63,794	\$65,749
10	\$55,330	\$57,286	\$59,243	\$61,199	\$63,152	\$65,113	\$67,066
11	\$56,647	\$58,603	\$60,559	\$62,516	\$64,471	\$66,426	\$68,382
12	\$57,964	\$59,920	\$61,874	\$63,832	\$65,787	\$67,741	\$69,699
13	\$59,355	\$61,309	\$63,264	\$65,222	\$67,176	\$69,132	\$71,088
14	\$60,668	\$62,622	\$64,576	\$66,535	\$68,488	\$70,444	\$72,400
15	\$61,966	\$63,922	\$65,876	\$67,834	\$69,788	\$71,743	\$73,700

For the 2021-2023 school years, a 2.00% salary increase on the salary scales.

APPENDIX B
SALARY SCHEDULE FOR
CALEDONIA INDEPENDENT SCHOOL DISTRICT #299
2022-2023 SCHOOL YEAR

STEP	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30
1	\$44,350	\$46,348	\$48,343	\$50,337	\$52,331	\$54,328	\$56,323
2	\$45,693	\$47,690	\$49,684	\$51,683	\$53,674	\$55,668	\$57,666
3	\$47,039	\$49,034	\$51,026	\$53,021	\$55,017	\$57,014	\$59,007
4	\$48,379	\$50,375	\$52,372	\$54,365	\$56,362	\$58,356	\$60,352
5	\$49,724	\$51,717	\$53,714	\$55,708	\$57,703	\$59,698	\$61,694
6	\$51,066	\$53,059	\$55,056	\$57,050	\$59,049	\$61,043	\$63,038
7	\$52,409	\$54,405	\$56,399	\$58,393	\$60,390	\$62,383	\$64,380
8	\$53,751	\$55,746	\$57,742	\$59,737	\$61,730	\$63,726	\$65,722
9	\$55,095	\$57,091	\$59,083	\$61,080	\$63,075	\$65,070	\$67,064
10	\$56,436	\$58,432	\$60,427	\$62,423	\$64,415	\$66,415	\$68,407
11	\$57,780	\$59,775	\$61,771	\$63,766	\$65,761	\$67,755	\$69,749
12	\$59,123	\$61,118	\$63,112	\$65,108	\$67,103	\$69,096	\$71,093
13	\$60,542	\$62,535	\$64,530	\$66,526	\$68,520	\$70,514	\$72,510
14	\$61,881	\$63,874	\$65,868	\$67,865	\$69,858	\$71,853	\$73,848
15	\$63,205	\$65,201	\$67,193	\$69,191	\$71,184	\$73,178	\$75,174

For the 2021-2023 school years, a 2.00% salary increase on the salary scales.

APPENDIX C
EXTRA-CURRICULAR SALARY SCHEDULE FOR
CALEDONIA INDEPENDENT SCHOOL DISTRICT #299
COACHING CATEGORIES

- I. Junior High Athletics (Basketball, Football, Wrestling, Gymnastics, Volleyball, Baseball, Softball)
- II. Assistant Athletics (Baseball, Basketball, Football, Golf, Track, Wrestling, Volleyball, Gymnastics, Soccer)
- III. Head Athletics (Baseball, Basketball, Football, Golf, Track, Wrestling, Volleyball, Gymnastics, Soccer)
- IV. Athletic Director

2021-2022 COACHING SALARY SCHEDULE

<u>Experience</u>	I	II	III	IV
0 – 2 years	\$1,969	\$2,724	\$3,986	\$7,409
3 – 5 years	\$2,168	\$2,924	\$4,186	\$7,609
6 years – up	\$2,366	\$3,123	\$4,386	\$7,808

2022-2023 COACHING SALARY SCHEDULE

<u>Experience</u>	I	II	III	IV
0 – 2 years	\$2,008	\$2,779	\$4,066	\$7,557
3 – 5 years	\$2,211	\$2,983	\$4,270	\$7,761
6 years – up	\$2,414	\$3,186	\$4,474	\$7,964

2.00% increase year one and 2.00% increase on year two for all coaches and advisors.

**APPENDIX D
EXTRA-CURRICULAR SALARY SCHEDULE FOR
CALEDONIA INDEPENDENT SCHOOL DISTRICT #299**

NON-COACHING CATEGORIES

- I. Flag Corp; One-Act Play; Declam, Band (Music Contests, Festivals, Honor Band, etc.); Choir (Music Contests, Festivals, Honor Choir, etc.); Future Problem Solving (2 positions); Knowledge Bowl (2 positions); National Honor Society
- II. School Newspaper; Three-Act Play
- III. Junior High Jazz Band
- IV. Marching & Pep Band; School Musical
- V. Junior Class Advisor; Cheerleading Advisor, Robotics
- VI. Yearbook; Jazz Band; Jazz Symposium; Student Council Advisor; FFA Advisor; *FCCLA Advisor

**Includes summer activities*

2021-2022 NON-COACHING SALARY SCHEDULE

<u>Experience</u>	I	II	III	IV	V	VI
0 – 2 years	\$1,463	\$1,715	\$1,969	\$2,221	\$2,472	\$3,547
3 – 5 years	\$1,662	\$1,916	\$2,168	\$2,419	\$2,671	\$3,906
6 years – up	\$1,862	\$2,114	\$2,366	\$2,619	\$2,871	\$4,260

2022-2023 NON-COACHING SALARY SCHEDULE

<u>Experience</u>	I	II	III	IV	V	VI
0 – 2 years	\$1,492	\$1,749	\$2,008	\$2,265	\$2,522	\$3,617
3 – 5 years	\$1,695	\$1,954	\$2,211	\$2,468	\$2,725	\$3,984
6 years – up	\$1,899	\$2,157	\$2,414	\$2,672	\$2,929	\$4,345

OTHER COMPENSATION

	<u>2021-2022</u>	<u>2022-2023</u>
Playground Supervision (2)	\$2,181	\$2,224
Ticket Sellers, Takers, Supervisors, etc.:		
Football	\$35.00	\$36.00
Other Activities/Events (Back to School Night, Science Fair/Open House, Athletic Events, Concerts)	\$26.00	\$27.00

2.00% increase year one and 2.00% increase on year two for all coaches and advisors.

APPENDIX E
GRIEVANCE COMPLAINT

Date: _____

Aggrieved individual or group: _____

Name of representative: _____

Date of alleged violation _____

Place (room, building, etc.): _____

Name(s) of person(s) involved: _____

Statement of grievances _____

Applicable section(s) of Master Agreement _____

Action Requested _____

(Signature)

Received by: _____

Date: _____

Time: _____

Memorandum of Understanding

Caledonia District #299

and

Caledonia Chapter of the RVEA

The Teacher Evaluation Implementation Team will serve as the Labor-Management team to develop a teacher evaluation plan that meets statutory requirements and is mutually agreed to by the teachers and the district.

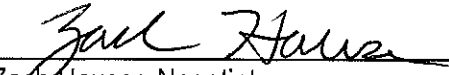
The Teacher Evaluation Implementation Team shall consist of 5 teachers appointed by the Exclusive Rep and 2 administrators appointed by the District. The Teacher Evaluation Implementation Team shall submit its recommendations and plan to the District and the Exclusive Rep by May 15, 2014. This deadline may be extended by mutual agreement.

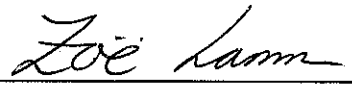
In the event the parties cannot agree on a locally designed teacher evaluation plan, the District shall implement the state model in its entirety.

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

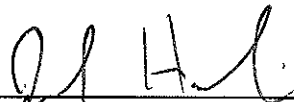
Date: August 16, 2021

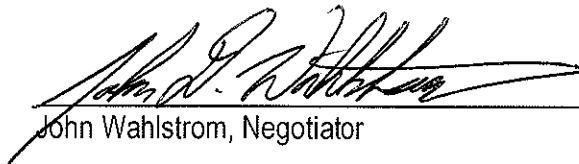
FOR CALEDONIA EDUCATION ASSOCIATION:


Zach Hauser, Negotiator


Zoe Lamm, Negotiator



Ms. Lindsey Meyer, Negotiator


Jake Hebeisen, Negotiator

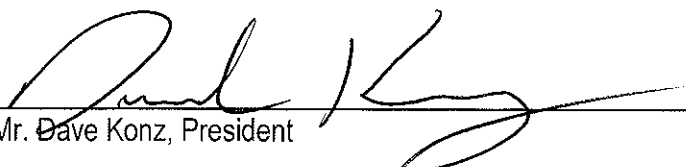

John Wahlstrom, Negotiator

FOR INDEPENDENT SCHOOL DISTRICT #299:


Mr. Matt Blocker, Board Chair


Mr. Spencer Yohe, Board Clerk

FOR RIVER VALLEY EDUCATION ASSOCIATION:


Mr. Dave Konz, President

Article VIII, Grievance Procedure
Article XXVII, Duration

Section 7. Sections of the Master Agreement not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article XI, Teaching Positions, Assignments & Qualifications

Article XVII Salaries,

Article XVIII, Hours of Service

Article XIX, Termination of Employment

Article XX, Prior Teaching Experience

Article XXI, Insurance

Article XXII, School Calendar

Article XXIII, Unrequested Leave of Absence

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the District and modified from time to time based upon the needs of the program.