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# STAPLES MOTLEY ISD 2170 TEACHERS' MASTER CONTRACT

## ARTICLE I --PURPOSE

**Section 1. Purpose:** This Agreement is entered into between the Staples Motley Independent School District 2170 and the Staples Motley Education Association (SMEA), hereinafter referred to as the exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment. This contract shall be for the period from July 1, 2015, through June 30, 2017.

## ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with the PELRA, the School District recognizes the SMEA as the exclusive representative of the teachers employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the PELRA and as defined in this Agreement and in said Act.

**Section 2. Appropriate Unit:** The Association will represent all teachers of the district as defined in this Agreement and in the PELRA.

## ARTICLE III -- MANAGEMENT RIGHTS

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy or discretion, which include, but are not limited to, such areas as budget; utilization of technology; the organizational structure; and selection, direction, and number of personnel.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**Section 4. Teacher:** The term "teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, but shall not include the superintendent, assistant superintendents, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, supervisory employees, and such other employees excluded by law.

## ARTICLE IV -- TEACHER RIGHTS

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or the teacher's representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or his/her betterment, so long as it does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Working Conditions:** No teachers shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or the well being of the students under their supervision.

Questionable working conditions or unsafe assignments that cannot be resolved at the building level shall be submitted, in writing, to the superintendent. The superintendent shall issue a written response within five (5) working days from the time the written notice of questionable working conditions is received.

If a matter of questionable working conditions or unsafe assignments cannot be resolved at the superintendent's level, then teachers may request the Board to resolve the matter. The Board must issue a written response within 30 calendar days from the time the request to the board is received in the superintendent's office.

**Section 3. Teacher Transfers or Reassignments:** The employer will post notices of all vacant positions including co-curricular positions, on a designated board in each building on the day the position opens, a copy of the opening will be forwarded to the local president, and a copy will be forwarded to all teachers via district-wide e-mail. Each such notice shall contain the date such notice is actually posted as well as the closing date for all applications. **Each such notice shall contain the date such notice is actually posted.** A teacher shall be eligible to apply for transfer to a vacant position for the purpose of this article only if such teacher has a currently valid certificate or license to teach or work in such subject matter or field. Any licensed teacher may apply for a transfer to any vacant position for which they are eligible by filing a written application for transfer with the office of the superintendent with a copy to the appropriate building principal, within five (5) duty days from the date of posting. It is advisable for the teacher to schedule a meeting with the building principal within five (5) duty days from the date of posting for the purpose of expressing his/her intent. The employer shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching positions. The employer shall have the right to fill vacant positions on a temporary basis pending completion of the application process.

**Subdivision 1. Selection for Transfer:** The employer shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with the educational requirements of the district. The one (1) teacher who best meets the following criteria shall be offered the position.

- a. Contribution which the staff member could make to the students in the new teaching position according to his/her training, experience, and interest
- b. Qualifications of the staff member as compared to those of other candidates, both for the position to be vacated, and for the position to be filled
- c. The desires of the staff member regarding the transfer or reassignment
- d. The recommendation of the principals, department chairpersons, grade level/team leaders, or teachers affected by the transfer
- e. The opportunities for professional growth on the teacher's part
- f. Seniority

Consideration of the above factors is not to be done, necessarily, in the order given, but the criteria established in a - f above shall be applied to all applicants in the same manner. In the event that all criteria listed in a - f above are essentially similar, as determined by the board or its representative, the teacher highest on the seniority list shall be preferred. Each teacher applying for voluntary transfer shall be notified, in writing, of the disposition of such application within ten (10) working days of the closing date for applications. In the event that an application for transfer by a teacher eligible for the vacant position is denied, that teacher will have the right to a meeting involving the administrative representative, the teacher, and his or her association representative. The purpose of this meeting shall be to review reasons for denial referencing criteria a - f above. The teacher shall have the right to receive a timely explanation of such reasons, referencing criteria a - f above, from the building principal.

**Subdivision 2. Involuntary Transfer or Reassignment:** The purpose of this subdivision is to establish the procedures to be followed by the employer in making an involuntary transfer of a teacher from one school building, department, or position to a vacant position in another school building, department, or

position. All involuntary transfers will be selected by applying criteria 1 - 5 below. An involuntary transfer or reassignment shall not be used as a punitive measure against a teacher.

- a) Selection for transfer: A teacher may be involuntarily transferred or reassigned to a vacant position only for which the teacher is certified or licensed. A teacher shall be deemed to be qualified for the purpose of this article only if such teacher has a currently valid certificate/license (other than a provisional license) to teach in such subject matter or field.

Before making an involuntary transfer or reassignment from any school building, department, or position, the employer will seek a volunteer from among those teachers who are certified or licensed for the vacant position. If no satisfactory volunteer is found pursuant to the criteria for selections set forth in this section, teachers who are qualified and certified or licensed for the vacant position will be evaluated and selected based on criteria 1-5 as listed below.

1. Potential loss of contribution which the staff member is making in their current teaching position
  2. Qualifications of the staff member as compared to those of other candidates, for the position to be filled
  3. The recommendation of the principals, department chairpersons, grade level/ team leaders, or teachers affected by the transfer
  4. The potential for lost opportunities for professional growth on the teacher's part
  5. Seniority
- b) Notice of transfer: Consideration of the above factors is not necessarily to be done in the order given but the criteria established in 1 - 5 above shall be applied to all applicants. A teacher subject to an involuntary transfer or reassignment shall be notified of such transfer or reassignment within 10 working days of the decision. The teacher in question will have the right to a meeting involving the administrative representative, the teacher, and their association representative. The purpose of this meeting shall be to review the reasons and criteria 1 - 5 referenced above for the action and he/she shall have the right to receive a timely explanation of such reasons and criteria from the building principal.
- c) Teachers subjected to an involuntary transfer shall be granted compensation based on the In-Service salary defined in Article VI, Section 4, for planning, training, and/or moving according to the following schedule:
- No less than 1 day and no more than 3 days per diem for a full-time transfer.
  - No less than 1 day and no more than 2 days for a transfer assigning a teacher to more than half-time in their new position.
  - No less than 1/2 day and no more than 1 day for transfers which are for less than half-time in their new position.

These days shall be subject to the approval of the Staff Development committee.

**Section 4. Meet and Confer.** The District and representatives from the exclusive representative shall meet and confer pursuant to Minnesota Statute 179A.08 to discuss and exchange views on policies and other matters which are not terms and conditions of employment. The District shall provide the facilities and set the time for these meetings after consulting with the exclusive representative. These meetings shall be held according to the following schedule: at least once during the months of August-November, December-March, and April-July. The SMEA and District representatives may develop guidelines for scheduling and conducting the meetings.

**Subdivision 1:** In addition to the regularly scheduled meeting as outlined in this section, the faculty, administration, or school board may request a meet and confer meeting at any time to discuss instructional issues such as, but not limited to, class size, instructional workload, school schedules, staff development, and instructional supplies and equipment. The superintendent shall be responsible for presenting such a request from the administration or board to the SMEA president, while the SMEA president shall present such requests from the teachers to the superintendent. Upon receiving such notice, a meeting will be scheduled within ten (10) working days by mutual agreement between the superintendent and the SMEA president. Each party may bring up a maximum of two items for discussion.

**Subdivision 2:** The SMEA and District representatives may develop additional guidelines for scheduling and conducting the meetings by mutual agreement. Results from all Meet and Confer meetings will be made known to all board members and faculty. Each team shall be responsible to notify their respective groups.

**Section 5. Extracurricular and Other Duties:** Teacher participation in extracurricular and other duties scheduled after normal duty hours shall be voluntary. A teacher desiring to terminate participation in these duties shall notify the building principal by April 1 of any given year. The teacher shall be relieved of these duties for the following year. A job description of the activity shall be available to any person supervising an activity.

**Section 6. Leaving the Building During Contract Hours:** Teachers are permitted to leave the school building during their lunch period. Teachers may leave the building at other times for necessary and reasonable situations, but they must first make sure that their supervisor or office is notified and make sure that their class is supervised.

**Section 7. Dues:** Dues Deductions and Fair Share Deductions for the exclusive representative shall be in accordance with the rules and regulations established in the 1995 PELRA. Each time the School Board deducts money for membership dues and/or Fair Share fees, it shall remit to the treasurer of the exclusive representative, within fifteen (15) calendar days, a check for the total amount deducted. The exclusive representative will furnish the District with a list of teachers and other information necessary for the District to fulfill the provisions of this Article.

## **ARTICLE V -- PROFESSIONAL BEHAVIOR**

**Section 1. Teacher Responsibilities:** Teachers shall comply with all rules, regulations and directions adopted by the School Board or its representatives, provided that teachers are informed of such in writing. A teacher who believes a rule, regulation, or directive of the School Board or its representative, as it pertains to the terms and conditions of employment, is unreasonable, may invoke the grievance procedure.

**Section 2. Responsibilities to Students:** The parties agree that the school has a duty to serve its students by stimulating the spirit of inquiry and to aid students in acquiring knowledge, understanding, and skills, and in formulating worthy goals. The parties further agree that the school should seek to make students aware of the traditions and values of our democratic society.

The teachers should assure that students have the opportunity to examine varying points of view, to have varying points of view presented fairly and accurately, to receive undistorted views of subject matter and to form their own judgments.

Teachers have a responsibility to encourage students to recognize and enjoy their individual freedoms and to accept and meet their responsibilities associated with those freedoms while protecting the rights, dignity, and safety of all.

No employee of the school shall disclose confidential information about any student pursuant to Minnesota Law, and Federal Law (Buckley Law).

**Section 3. Correction of Delinquencies:** In the event any individual or group believes a teacher has been delinquent in professional behavior, questions and/or complaints about such behavior shall be directed first to that teacher or to the building principal. If questions and/or complaints are directed to a building principal, the teacher involved is to be made aware of them, if possible within two (2) working days, after the incident and given an opportunity to answer the questions and/or resolve the complaints.

Questions or complaints that are not satisfactorily answered or resolved by the teacher involved, or by the building principal, may then be referred to the superintendent. If this is done, the principal shall give the teacher involved written notice of any alleged delinquencies, indicate the correction expected and specify a reasonable time in which to make the correction.

**Section 4. Proper Cause Required:** No teacher shall be disciplined, denied a scheduled salary increase or deprived of any right, benefit, or privilege without due process. Any discipline, denial or deprivation or any adverse evaluation of teacher performance asserted by the School Board or its representative, shall be subject to the grievance procedure set forth in this Agreement.

**Section 5. Teacher Representation:** When a teacher is to receive a formal warning or reprimand, as in Article V, Section 6 below, the teacher shall at all times be entitled to have present an agent of the association and/or representation of the teacher's own choice. When a teacher has requested the presence of such an agent, no action shall be taken with respect to the teacher without having the agent present. Prior to issuing a formal warning or reprimand, the teacher concerned will be informed of his/her rights and given at least three (3) working days to decide whether or not the teacher desires an agent(s) of the association and/or representation of the teacher's own choice present. Should the teacher decide to waive this right, such waiver will be in writing, with a copy of the waiver furnished to the teacher and the association. At no time will any statement or inference be made by the board or its representative that such representation would work to the detriment of the teacher.

**Section 6. Procedural Requirements:** When a teacher stands accused of a breach of rules and/or regulations, and/or direction of the Board or its representatives, this shall be promptly reported to the teacher and the association. The parties agree that before a formal warning, reprimand, or other discipline may be imposed on the teacher, the following due process procedural requirements will be met:

**Subdivision 1:** The teacher is to be presented, in writing, the school policy and/or ethical standards breached detailing:

- a. The rule and/or regulation, and/or directions that the teacher stands accused of violating
- b. When the alleged breach occurred
- c. The names and/or statements, orally or in writing, of witnesses who will be used to substantiate the alleged breach, unless Minnesota and/or Federal data privacy laws would be violated.

**Subdivision 2:** Teachers are to be aware that anything the teacher says may be used against that teacher in later meetings or proceedings.

**Subdivision 3:** Teachers are to be aware that they will be given the opportunity to produce witnesses and/or statements in the teacher's own behalf.

**Subdivision 4:** Teachers are to be aware that in the event that the charges are unsubstantiated or uncorroborated, the teacher has the right to conference with the accuser(s) and/or witnesses whose statement(s) allegedly support the charge.

**Subdivision 5:** In most cases, teachers are to be aware that the charges must be either substantiated and punitive action taken or dismissed within ten (10) working days of notification to the board or its representatives that an alleged breach of rules and/or regulations, and/or directions has occurred. The



Board or its representative may take more than ten (10) working days to make a decision about an alleged breach of discipline or policy if more time is needed to complete an investigation. A good faith effort will be made to complete any investigation and make a subsequent determination in as timely a manner as possible.

**Section 7. Progressive Discipline:** The School District intends to follow a policy of progressive discipline for its teachers. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline. Disciplinary action will normally follow, but not be limited to this sequence:

1. Oral reprimand
2. Written reprimand
3. Suspension with pay
4. Suspension without pay
5. Discharge

**Subdivision 1:** Nothing in writing will be placed in a teacher's personnel file without teacher's prior knowledge. Any documentation placed in teacher's personnel file will be cc'd to teacher.

**Section 8. Unfair Practices:** At no time will any teacher be subjected to attempted or consummated interference, restraint, coercion, or discrimination by the Board or its representatives when engaged in the exercise of those rights guaranteed by the PELRA and this Master Contract.

## ARTICLE VI – SALARIES

**Section 1. Basic Salaries:** All basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. This salary schedule will remain in effect during the period of this Agreement or until it has been modified or replaced by mutual consent of the parties pursuant to the provisions of the PELRA.

**Subdivision 1:** Teachers hired to teach after September 1, 1983 will not be able to advance beyond the MA-15/BA-90 lane without a master's degree unless they have an Individual Growth Plan approved by the Professional Growth Committee.

**Subdivision 2:** Teachers hired to teach after September 1, 1979, will not be able to advance beyond the MA-30/BA-105 lane without a master's degree unless they have an Individual Growth Plan approved by the Professional Growth Committee.

**Subdivision 3:** The Individual Growth Plan referred to in Subdivisions 1 and 2 above will be developed according to guidelines established by the professional growth committee and superintendent. Initial approval of the plan will require approval by the professional growth committee, the teacher's principal, and superintendent. Thereafter, monitoring the plan and approval for lane change will be done by the Professional Growth Committee.

### **Section 2. Additional Pay:**

**Subdivision 1. Longevity Pay:** All teachers covered by the Agreement with twenty-five (25) years of continuous service to the Staples Motley School District (starting year 26) shall receive longevity pay of \$1,500 per year.

**Subdivision 2. Career Increment Pay:** Additional career increment pay will be paid as follows, according to years of service in the Staples Motley School District:

Starting Year	Years Completed	Effective July 1, 2013
12	11	\$ 1,000
17	16	\$ 1,500
22	21	\$ 2,000

All career increment pay earned from this Section 2 Subdivision 2 shall be deducted from the amount for which a teacher will qualify to receive upon electing to sever his/her employment with the School District according to Article X Section 2.

**Section 3. Non-Contracted Summer School Teaching Positions:** All vacancies for summer school teaching positions shall indicate areas of required certification and be advertised to all teachers in the system as soon as vacancies become known. Assignments to such positions shall be voluntarily accepted by the teacher. Should more than one teacher apply for an advertised position, the following order of criteria for establishing which application takes precedence will be in effect:

1. Previous experience teaching summer school
2. Tenure
3. Seniority

**Subdivision 1:** Compensation for summer school employment shall be on a prorated hourly basis of the teacher's annual salary predicated on Schedule A.

**Subdivision 2:** For each hour of pupil contact the summer school teacher shall be allocated an additional ten (10) minutes as preparation time, and paid accordingly.

**Subdivision 3:** Student/teacher ratio in the classroom shall not exceed twenty-five (25) to one (1). Reasonable rest and relief periods shall be provided.

**Section 4. Ancillary Salaries:** Teachers who voluntarily accept positions to provide ancillary teaching services or substitute during their prep time shall be compensated with an hourly salary which is listed below as a factor of the salary schedule. The factor listed will be multiplied by the base on the salary schedule to determine the hourly salary.

<b>Position</b>	<b>Factor</b>
Homebound Instruction	0.000505
In-service Salaries	0.000589
Adult Evening Instruction	0.000842
Behind-The-Wheel Driver's Ed.	0.000653
Substitute (per hour)	0.000820

**Subdivision 1:** Teachers who must go beyond the city limits of their home school to deliver homebound instructional services to students shall be reimbursed for mileage at the district mileage rate.

**Subdivision 2:** In-service salaries shall be paid at the rate listed above or as agreed upon by the parties. These in-services must be approved by the Board or its representative and include such activities as instructors teaching classes or developing curriculum during non-contract time. Teachers who conduct in-service activities shall be paid at a rate agreed upon between the teacher and administration.

**Subdivision 3:** Adult evening instruction is that instruction paid from community service funds which requires certified instructors. The salary factor listed above is not to be construed as prohibiting the School District from hiring adult evening specialists which require a higher rate of pay.

**Subdivision 4:** Teachers certified to provide behind-the-wheel driver education instruction shall be paid according to the above index.

**Subdivision 5:** Speech teachers who maintain their ASHA license which qualifies them to do third party billing, shall receive an increase in their base salary of 2.15%. The teacher's base salary, in this case is where the teacher is placed on the salary schedule with years of experience and credits for lane advancements. In addition, the district will reimburse the actual cost of the ASHA license if that cost has not been reimbursed from another source. Unless the speech teacher is using the C.E.U.'s required for licensure to move across lanes on the salary schedule, the district will pay the costs incurred for acquiring these C.E.U.'s.

**Section 5. Placement on Salary Schedule:**

**Subdivision 1:** A teacher who has previous teaching experience and/or appropriate work experience shall, upon initial employment in the district, be given full credit for such experience up to step six (6) on the salary column for which the teacher is qualified. For experience in excess of six (6) years, the board may, at its discretion, allow additional credit on the salary schedule.

**Subdivision 2:** Any teacher under contract with ISD 2170 will be credited with a full year of teaching experience toward placement on the salary and career increment schedules.

**Section 6. Credits for Advanced Columns on the Salary Schedule:** All credits that a college or university will accept toward the requirements for a degree beyond the degree a teacher currently holds may be counted as credits to qualify that teacher for a placement on an advanced column on a pro-rated formula subject to approval by the Professional Growth Committee. See Section 1 of this article.

**Subdivision 1:** To qualify for placement on an advanced column of the salary schedule, a teacher may also use a reasonable number of acceptable undergraduate and/or workshop credits (See Article VI, Section 1). To be acceptable, undergraduate and workshop credits must represent preparation beyond the basic requirements for the position the teacher holds and/or this preparation must be likely to enable that teacher to do a significantly better job. Workshop credits can be counted only if they are not earned on contract time. Any workshops that were attended during contract time cannot be reimbursed nor counted toward lane changes.

**Subdivision 2:** The Professional Growth Committee shall evaluate the credits and recommend to the board the credits it considers acceptable, but the board shall make the final decision, subject to grievance procedures.

**Subdivision 3:** Each ten (10) hours of participation in a workshop or conference approved by the board or its representative upon the recommendation of the Professional Growth Committee shall be considered the equivalent of one (1) quarter credit of college or university work. For the purpose of this subdivision, "participation" shall be interpreted as attending and/or presenting at any workshop or conference which is approved by the Professional Growth Committee. It is understood that any presentation that has been approved for a lane change shall not be used again for any additional lane advancement. This shall have an effective date of July 1, 2001.

**Subdivision 4:** When computing lane placement following an MS degree within a teacher's field, all credits which have been previously approved by the Professional Growth Committee plus additional credits needed to complete the MS degree shall be recognized. In addition that teacher will receive the one-lane incentive for completion of the MS degree within his/her field. In such cases, teachers shall be granted no more than one lane beyond the total number of credits that they have earned and had approved by the Professional Growth Committee.

**Section 7. Effective Date:** Teachers who have credits that make them eligible for a lane change on the salary schedule may have their individual contract modified and salary adjusted accordingly by providing the information to the Professional Growth Committee in time for the September, December, March, and June board meetings, so the changes can be effective October 1, January 1, April 1, and July 1.

**Section 8. Other benefits:** Refreshments may be provided to teachers at meetings, pending administrative approval.

**Section 9. Paydays:** Teachers' contracted salary checks will be paid on a twelve-month/24-paycheck basis and shall be paid the 15<sup>th</sup> and 30<sup>th</sup> day of every month. If the 15<sup>th</sup> or 30<sup>th</sup> falls on a weekend or legal holiday when school is not in session, salary checks will be paid on the last working day prior to the 15<sup>th</sup> or 30<sup>th</sup>. Teachers who are leaving the district may elect to receive their remaining checks scheduled for June, July, and August on the June 15<sup>th</sup> payroll by making such election in writing to the Superintendent of Schools by

April 1, of that school year. The submission date for billed payroll forms will be as close to the 30<sup>th</sup> as possible and still provide time for the district to process the payroll and make necessary data submissions to the bank(s). A calendar of billed payroll submission dates will be prepared annually by the district office.

## ARTICLE VII -- PROFESSIONAL GROWTH

**Section 1. Committee:** A Professional Growth Committee (PGC) will evaluate applications for sabbatical leaves and other leaves of absence and requests from teachers who wish to use graduate, undergraduate, and/or workshop credits to qualify for placement on different columns of the salary schedule. This committee will recommend to the school board or its representative the applications and requests it believes should be approved. In all cases, the School Board or its representative shall make the final decisions on such applications and requests

The PGC will consist of one teacher, selected by the teachers, from each building and up to two (2) administrators, selected by the administrators. Members of this committee are to be elected no later than fifteen (15) days after the beginning of the academic year and are to serve until their replacements have been elected at the beginning of the next academic year. If a member of the committee must be replaced during an academic year, those who elected the member shall choose the replacement.

**Section 2:** Effective July 1, 2015, the School Board shall pay each teacher \$50.00 for each quarter credit or equivalent semester approved by the PGC completed while an employee of the School District. Credits earned prior to July 1, 2015 will be paid at \$25.00 Payment is subject to the following provisions:

**Subdivision 1:** Credits earned while on sabbatical leave or in course work acquired during which the school board paid the teacher's expenses (mileage, lodging, and food, if applicable) and provided release time from contractual obligations shall not be reimbursable under this provision.

**Subdivision 2:** The maximum number of credits per individual teacher for which the School Board will reimburse the teacher is limited to thirty (30) quarter hours, or equivalent semester hours.

**Subdivision 3:** To collect reimbursement under this provision, the teacher shall forward a request to the PGC for its approval. This request will have appended a transcript or grade report indicating the course name and a brief synopsis of course content. The PGC shall submit the above to the board for final approval.

**Subdivision 4:** The PGC shall approve the teacher's request for reimbursement only if the course work completed will directly aid the teacher in performance of duty. If disapproved, the PGC will return the request for reimbursement to the teacher, with a statement indicating the reason(s) for disapproval. If approved, the PGC will so indicate and forward the request for payment to the business office within five (5) business days.

**Subdivision 5:** A teacher may, on request to the PGC, receive an official predetermination as to applicability for reimbursement on any course in which the teacher contemplates enrolling. A request for predetermination will be addressed to the PGC, citing course name, number, the catalogue description, and other pertinent details which the teacher wishes the PGC to consider. The PGC shall have seven (7) calendar days to make its determination and so advise the teacher making the request. Should the PGC consider that the course qualifies for reimbursement, they will so notify the teacher, in writing, of their approval. If disapproved, the PGC will indicate the reason(s) therefore, and notify the teacher in writing. On filing for reimbursement under Subdivision 3, the teacher will attach the PGC pre-approval to the request.

**Subdivision 6:** Should the teacher of the association disagree with the findings of the PGC, the matter then becomes fully grievable under Article XVIII of this contract.

**Section 3. CTE/CIS (Career Tech Ed/College in the Schools):** A teacher that is pursuing coursework towards CTE/CIS credential must request to the PGC and receive an official predetermination as to applicability for reimbursement on any course in which the teacher contemplates enrolling. This committee will recommend to the school board or its representative the applications and requests it believes should be approved. In all cases, the School Board or its representative shall make the final decisions on such applications and requests. Upon receiving the credential, the teacher will make a five year commitment to the district. If the commitment is not honored, the teacher shall repay the district the full cost of the coursework reimbursement.

**Subdivision 1:** Teacher's eligible for Section 3 shall be given appropriate lane changes. When computing lane placement following CTE/CIS credential and all credits which have been previously approved by the Professional Growth Committee plus additional credits needed to complete the credential shall be recognized. In addition that teacher will receive the one-lane incentive for completion of the credential. In such cases, teachers shall be granted no more than one lane beyond the total number of credits that they have earned and had approved by the Professional Growth Committee.

## ARTICLE VIII -- INSURANCE & HRA

### **Section 1. Group Health Insurance and Health Reimbursement Arrangement (HRA):**

**Subdivision 1. Contribution:** The School District will make an annual contribution toward the health insurance premiums/costs for all full-time teachers as follows: \$7,350 for July 1, 2015- June 30, 2016 and \$7,400 for July 1, 2016-June 30, 2017 school years. The portion of the settlement package contributed toward health insurance premiums/costs shall be revised every two (2) years by the membership of the SMEA. Any of the above amounts not used for the health insurance premium will be deposited in each teacher's individual Health Reimbursement Arrangement (HRA). Teachers whose contracts are less than full-time will have this benefit prorated according to their FTE. Teachers must be employed a minimum of 35% FTE to qualify for this benefit. To be eligible for the aforementioned district contribution a teacher must participate in the School District's health insurance plan unless his/her spouse carries family insurance in another district/agency participating in the same risk management pool. Teachers contracting to work less than full-time may participate in the School District's group health insurance plan by paying the difference between the School District's prorated portion and the full premium through payroll deduction. Teachers who are eligible for the district health insurance contribution mentioned above and are covered under their spouse's dependent plan (said spouse being a full-time teacher in ISD 2170 or any agency participating in the same risk management pool) shall apply their full amount toward the family policy and have the positive balance of their benefit, if there is one, deposited into their individual HRA. The parties agree that the exclusive representative shall not select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

### **Subdivision 2. Health Reimbursement Arrangement**

a. Purpose and Management: The purpose of the HRA shall be to provide an entity to manage the employee's health benefit and pay for eligible health care expenses. Each employee shall have a separate account within the HRA administered by an outside vendor. The vendor shall provide a Plan Document to all eligible employees. The Plan Document will describe the benefit features, including investment options, and shall disclose all expenses. The vendor will also provide a copy of the HRA Trust Document to the business office for review

This fund may be used only by teachers and their immediate families, as established in Internal Revenue Code, section 152 and HRA Revenue Ruling 2006-36. An immediate family shall include the same family members as defined and covered by the group provider. There shall be no limit on the amount an employee member of the fund may accumulate.

Any balance remaining in an employee member's account at death shall be used for final eligible expenses for the deceased, after which the remaining balance may be used by any surviving spouse and/or legal dependent(s). If there are no legal dependents and/or spouse, the funds remaining in the HRA will be disbursed according to the agreement with the HRA provider.

b. Qualified Claims:

- 1) Medical Insurance Premiums
- 2) Dental Care, Ear Care, and Eye Care
- 3) Prescriptions--medical care prescribed by a licensed physician, chiropractor, or any other licensed medical provider whose service is tax-exempt (IRS Code 213 d)
- 4) All other medical care which is tax-exempt under IRS Code 213 d and cannot be prescribed such as doctor office calls.

**Section 2. Establishment of VEBA:**

**Subdivision 1.** The school District shall make available a VEBA plan and Trust to all qualified teachers and eligible retirees. The teachers shall be part of the group which is made up of all bargaining units in the District to determine the appointment of the trustee and plan administrator for the VEBA plan and Trust.

**Subdivision 2.** All administrative fees incurred by the District in managing accounts of teachers who are active, on leave or retired, that are participating in the VEBA Plan, shall be paid by the School District. If the VEBA Plan is terminated or if the School District contributions cease by agreement between the parties, administrative fees associated with this action shall be paid by the School District. Investment fees paid to the HRA Trustee shall be born by the individual account holder.

**Section 3. Income Protection Insurance:**

**Subdivision 1:** For each full-time teacher not on leave of absence without pay, the school board agrees to furnish and pay the full premium for an income protection insurance plan that will pay any teacher, who is disabled, two-thirds (2/3) of the teacher's basic contracted salary less any payments from Social Security or other compensation, with payment of benefits to begin six (6) months after such teacher becomes disabled, and to continue as long as the teacher remains disabled, until he/she reaches the duration of benefits specified in the Insurance contract (see below). The District shall annually, at the policy's renewal date, review teacher salaries and inform the insurance carrier of required adjustments in the salary cap in order to assure all teachers are covered for 2/3 of their salary.

<b>Mo. Benefit</b>	<b>Age at Disablement</b>	<b>Duration of Benefits</b>
2/3 of Mo. Earnings	Prior to age 60	To the day before attaining the Soc. Sec. Retirement Age as stated in the 1983 Revision or any later revision of the U.S. Soc. Sec. Act.
2/3 of Mo. Earnings	Age 60 - 64	To the later of the above or 36 mo.
2/3 of Mo. Earnings	Age 65 - 67	24 months
2/3 of Mo. Earnings	Age 68 - 69	18 months
2/3 of Mo. Earnings	Age 70 - 71	15 months
2/3 of Mo. Earnings	Age 72 or above	12 months
Elimination Period: 1	20 Consecutive Days	

The above conditions may change if the insurance carrier discontinues or alters this plan.

**Subdivision 2:** A teacher shall use any accumulated sick leave at full rate of pay until such time as income protection insurance/LTD becomes effective. Any teacher that has begun receiving benefits and still has unused sick leave left shall be entitled to use those days at the rate of one-third (1/3) sick leave day per benefit day until their accumulated sick leave has been depleted.

**Section 4. Life Insurance:** The School District shall provide fifty thousand dollars (\$50,000.00) term life insurance for each full-time teacher. If the teacher works less than full-time, the life insurance coverage provided by the School District shall be prorated according to their percent of full-time employment. The School District shall, through its carrier, make available the option for teachers to buy additional life insurance coverage for themselves, their spouses, or dependents.

## ARTICLE IX -- TEACHER LEAVES

### Section 1. Sick Leave Bank and Operation:

**Subdivision 1. Statement of Intent:** The Sick Leave Bank is expressly intended to be used by any teacher who is incapable of performing duties due to accident or serious illness after they have used their personally accumulated sick leave, and is not intended to be used for any other type of leave provided for in other sections of this contract. No qualifying employee shall be allowed to use Sick Leave Bank if they have fulfilled the waiting period and qualify for income protection as provided elsewhere in this Contract.

#### **Subdivision 2. Membership:**

- a. The Sick Leave Bank will be composed of teachers covered by this Master Contract and who are under contract for Staples Motley ISD 2170.
- b. Teachers on leave (as defined in Article IX, Section 5-15), except for FMLA or medical leave, are not allowed to use the Sick Leave Bank, but will be allowed to use it again upon their return. If, during the leave, the Sick Leave Bank has required a contribution from all members, the teacher returning from the leave must contribute one (1) day within thirty (30) days of returning to work to remain a member.
- c. Probationary teachers will not be eligible for membership or use of the Sick Leave Bank until they have completed one year with the district, and one (1) of their accumulated sick leave days has been contributed to the Sick Leave Bank.

**Subdivision 3. Qualifications:** Teachers who exhaust their personal accumulated sick leave allowance and are experiencing a “medical emergency” shall be allowed to request a withdrawal from the Sick Leave Bank after two days of unpaid leave. All deductions from this bank will be made only with the approval of the School Board or its duly designated representative and the association. The Sick Leave Bank will not be available for any treatment and/or surgery that is considered elective in nature as determined by a qualified physician. Except for FMLA or medical leave, teachers on leave are not eligible to access the Sick Leave Bank. A teacher who is collecting benefits from long term disability or workers compensation will not be eligible to access the Sick Leave Bank.

Any teacher who has drawn from the sick leave bank must remain in the School District for two (2) years after recovering or pay the School District fifty (50) percent of the benefit he/she has drawn. In the case of terminal illness all pay back provisions will be waived.

**Subdivision 4. Depletion and Replenishment:** The Sick Leave Bank is not allowed to go into a deficit situation. Should the number of days in the Sick Leave Bank fall to less than ten (10), each teacher, excluding first-year probationary teachers, must contribute one (1) sick leave day for the current school year in order to remain a member of the Sick Leave Bank.

**Subdivision 5. Non-Tenured Members:** It is understood that circumstances may arise where a non-member of the Sick Leave Bank may wish to use the Sick Leave Bank. Such circumstances may include, but are not limited to, a probationary teacher, a teacher on leave, or a teacher who is on medical leave or FMLA and is unable to contribute to the Sick Leave Bank to retain membership. Therefore, a teacher who is a non-member of the Sick Leave Bank experiencing a “medical emergency” may wish to request use of the Sick Leave Bank in the same way that a current member would. The decision to grant any such

request will be made by mutual agreement between School Board or its duly designated representative and the association.

**Section 2. Sick Leave:** Full-time teachers will be granted eleven (11) days of leave of absence with pay at the start of each school year for personal illness, serious illness of a member of the immediate family (employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent) *Minn.Stat 181.9413*.

**Subdivision 1:** The eleven (11) days allowed include discretionary leave as defined in Section 3 below.

**Subdivision 2:** There is no maximum accumulation of sick days, however, no employee may use sick days once they have met the waiting requirements for and/or qualify for payments from the District's income protection insurance provided in Article VIII, Section 3, of this Agreement.

**Subdivision 3:** A teacher who has been absent three (3) or more consecutive days may, at the discretion of the Board, or its representative, be required to furnish a statement from a qualified physician as evidence of illness. Should the Board or its representative desire to exercise this option, the teacher will be so advised and granted a reasonable time in which to comply.

**Subdivision 4:** Teachers employed during the school year shall be granted pro rata sick leave allowance.

**Subdivision 5:** Teachers terminating employment during the school year shall be required to reimburse the district for sick leave days taken but not earned. In the event termination of employment results from an illness, judged by competent medical authority to be terminal, this provision will not apply.

**Subdivision 6:** Sick and discretionary leave may have to be taken in full or one-half day increments, depending on how the administration has to hire a substitute to fill in for a teacher.

**Subdivision 7:** Childbirth and pregnancy leave is granted under sick leave according to one of the following conditions:

- a. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- b. Following the birth of a child, the mother will be granted sick leave for any school days during the next six calendar weeks. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.

**Section 3. Discretionary Leave with Pay:** The School Board agrees to allow each teacher a reasonable number of days of discretionary leave to take care of specific non-recurrent situations that require the teacher's personal attention, but which cannot be attended to while school is not in session. A teacher who wishes short term (5 days or less) discretionary leave must submit a written request for such leave to the building principal at least three (3) days in advance, unless an emergency exists. A teacher who requests short term discretionary leave may be asked to specify the purpose of the leave. A teacher who wishes long term discretionary leave (6 days or more) shall submit, two (2) weeks in advance, a request in writing to the School Board or its representative. The two (2) weeks advance request may be waived by the Board or its representative. The request for long term discretionary leave shall state the purpose. When a teacher has been allowed discretionary leave with full pay, the days the teacher has used shall be deducted from the teacher's sick leave. The school board or its designated representative(s) will consider the reason, the timing, and a teacher's past history in determining whether to deny or allow any particular leave requests. The School Board and/or its designated representatives reserve the right to refuse to grant a teacher discretionary leave.

**Section 4. Discretionary Leave With Pay Deduction Schedule:** The parties agree that a condition might arise under which, although a teacher would not qualify for leave under the provisions of sections two, or



three above, humanitarian or similar motives would justify a teacher’s absence. The school board or its designated representative(s) will consider the reason, the timing, and a teacher’s past history in determining whether to deny or allow any particular leave requests. Should such a situation arise, a teacher may make a written request for leave under this section to the building principal, detailing the circumstances for the request. The School Board or its representative shall have the authority to approve or disapprove such requests. Payroll and sick leave reduction for the requesting teacher shall be made according to the following schedule:

**For Teachers With up to Ten (10) Years Experience in the District**

<b>Number of Days in a Yr.</b>	<b>Payroll Reduction</b>	<b>Sick Leave Days Reduction</b>
1 – 2	None	One per each day used
3 – 4	\$45.00	One per each day used
5 - 10	\$90.00	None
Over 10	Full Salary Reduction	None

**For Teachers With over Ten (10) Years Experience in the District**

<b>Number of Days in a Yr.</b>	<b>Payroll Reduction</b>	<b>Sick Leave Days Reduction</b>
1 – 3	None	One per each day used
4	\$45.00	One per each day used
5 - 10	\$90.00	None
Over 10	Full Salary Reduction	None

**Subdivision 1. Carryover:** Teachers who do not use all of their days allotted with no payroll deduction in this section may carry up to two (2) days to the next school year which could be approved for use without payroll deduction. This could give teachers with up to ten (10) years of experience in the district a total of four (4) days the following year which could be approved for use without payroll deduction and teachers with over ten (10) years of experience in the district up to five (5) days. Teachers needing additional leave days should consider if those leave days would qualify under section three (3) of this article.

**Section 5. Bereavement Leave:** Bereavement leave will be provided upon the death of a family member. Teachers who have worked at least 60 days will be paid for up to two (2) days pay per occurrence for time lost from work to provide for or attend funerals of immediate family members. Three (3) additional days may be taken, at the teacher’s discretion, for bereavement leave which will be deducted from the teacher’s sick leave. “Immediate family” is defined as the teacher’s spouse, child, parent, spouse’s parent, grandparent, grandchildren, sister, brother, or other significant relative. The two (2) days are calendar work days. For instance, a half-time teacher would get two (2) calendar work days, not four (4) half-days. If additional time is needed, teachers may get extra days approved through the discretionary leave described in section three (3) of this article.

**Section 6. Leaves for Professional Positions:** A teacher who is elected and/or appointed to an executive position in the Minnesota Education Association or the National Education Association shall be granted a leave of absence without pay as provided in PELRA. Leaves according to this section shall not be deducted from the teacher’s sick leave totals.

**Section 7. Association Leave:** At the beginning of each school year, the association shall be credited with one-half (1/2) day of leave with full pay per teacher to be used at the discretion of the association by teachers who are officers or agents of the association for conducting the business of the association. The association agrees to notify the school board or its designated representative no less than forty-eight (48) hours in advance, when possible, which of its officers and/or agents plan to use such leave and when the leave will be taken. Leaves according to this section shall not be deducted from the teacher’s sick leave totals.

**Section 8. Leaves for Jury Duty:** When requested, a teacher may serve on jury duty. The School Board shall pay the teacher full salary, provided that such teacher agrees to return to the board all wages received for serving on jury duty, except for mileage. Leaves according to this section shall not be deducted from the teacher's sick leave totals.

**Section 9. Leaves for Court Hearings:** Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from "teaching activities," to fulfill a civic obligation under subpoena, or under conditions in which a subpoena would reasonably be issued by the court. This shall not apply to court proceedings initiated by the teacher or by the association against the district. Leaves according to this section shall not be deducted from the teacher's sick leave totals.

**Section 10. Leaves for Professional Visitations:** The School Board agrees to allow teachers to attend and participate in a reasonable number of professional visitations, conventions, conferences, workshops, and other such similar meetings. In all cases, the final decision as to which requests are to be granted will be made by the School Board or its designated representative. The school board agrees to allow teachers it authorizes to attend such events, sufficient leave time with pay to attend and pay a mileage allowance with actual costs of transportation, registration fees, and other reasonable and necessary costs of attending. Leaves according to this section shall not be deducted from the teacher's sick leave totals.

**Section 11. Leaves for Educational and/or Professional Growth:**

**Subdivision 1. Sabbatical Leave:** A teacher who has completed at least five (5) years of service in the district is eligible for a sabbatical leave of up to one academic year to engage in activities which are likely to make the teacher better qualified to perform teaching duties. The following procedures and regulations are applicable:

- a. Applications for sabbatical leave are to be submitted to the Professional Growth Committee (Article VII) who will evaluate them and recommend to the superintendent the applicants to whom it believes leaves should be granted. The superintendent and the board shall decide which applicants are to be granted leave. Applications will normally be submitted before February 1, and shall be acted upon before March 1, of the school year preceding the year of requested leave, although this limitation may be waived in exceptional circumstances. Ordinarily, no more than two (2) teachers may be granted leave during any academic year, but additional leaves may be granted at the discretion of the School Board and the school administration.
- b. In order that all applicants are given equal consideration and in case the number of requests exceeds the limitation, the following criteria will be considered in selecting the candidates for sabbatical leave:
  - 1) The merit of the objectives as they relate to improving the instructional program
  - 2) Years of teaching experience in the district
  - 3) Previous sabbatical leave(s)
  - 4) Reasonable distribution of applicants by schools
  - 5) Evidence to acceptance of the teacher's program or project by the college or university offering the advanced study, research, or degree
- c. A teacher on sabbatical leave shall be paid an allowance of one-half (1/2) the salary they would have received for teaching in the district during that school year and shall also receive one-half (1/2) of qualified fringe benefits. If a teacher is on sabbatical leave for less than an academic year, the teacher's allowance shall be prorated.
- d. A teacher on sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of sabbatical allowance. A teacher is required to devote full-time to the activities for which the leave was granted, and will submit evidence of this to the school board on return to the district. A teacher's sabbatical allowance shall be reduced appropriately if said teacher does not devote full-time to the activities for which the leave was granted.
- e. A teacher who is granted a sabbatical leave must agree to return and teach two (2) years in the district after completion of the leave. Unless the individual is no longer able to teach for physical or psychological reasons, a teacher who does not return within whatever reasonable time the School Board may specify, must reimburse the district for the sabbatical allowance received

while on leave. A teacher who returns for less than two (2) years must repay a prorated portion of the allowance received.

- f. For purposes of determining the step on the salary schedule for which a teacher qualifies, a year of sabbatical leave, or major fraction thereof, shall be counted, except that the sabbatical year will not be counted as a year of teacher experience if, during the leave, the teacher earned graduate credits that qualified the teacher for a higher salary on the basis of educational preparation.
- g. For purposes of determining teachers' eligibility to participate in professional organizations, group insurance plans (should they decide to pay their own way), etc., teachers on sabbatical leave shall be considered members of the District faculty.
- h. A teacher, upon return from a sabbatical leave, shall be restored to the teacher's former position if that position still exists or to a position of like nature and status. The teacher shall maintain tenure position, accumulated sick leave, and all other accrued benefits provided in this contract.

**Subdivision 2. Extended Leave of Absence for Educational Purposes without Pay:** A teacher who has completed at least two (2) years of service in the District is eligible for an extended leave of absence without pay for a period to be acceptable to the Board to engage in activities which are likely to make the teacher better qualified to perform teaching duties. The following procedures and regulations are applicable:

- a. Applications for extended leave of absence without pay are to be submitted to the Professional Growth Committee (Article VII) who will evaluate them and recommend to the superintendent the applicants for whom it believes leaves should be granted. Applications will normally be submitted before March 1, and shall be acted upon before April 1, of the school year preceding the year of requested leave, although this limitation may be waived in exceptional circumstances.
- b. In order that all applicants are given equal consideration, the following criteria will be considered:
  - 1) The merit of the objectives as they relate to improving the instructional program
  - 2) Years of teaching experience in the district
  - 3) Evidence of acceptance of the teacher's program or project by the college or university offering the advanced study, research, or degree
- c. A teacher on extended leave of absence without pay may accept scholarships, fellowships, or other financial aids. A teacher is required to devote full time to the activities for which the leave was granted and will submit evidence of this to the school board on his/her return to the district.
- d. For purposes of determining the step on the salary schedule for which a teacher qualifies, the period of extended leave of absence without pay shall not be counted.
- e. For purpose of determining teachers' eligibility to participate in professional organizations, group insurance plans (should they decide to pay their own way), etc., teachers on extended leaves of absence without pay shall be considered members of the district faculty.
- f. A teacher, upon return from extended leave of absence without pay, shall be restored to the teacher's former position if that position still exists or to a position of like nature and status. The teacher shall maintain tenure position, accumulated sick leave, and all other accrued benefits provided in this contract.

**Section 12. Leave of Absence without Pay:** A teacher may be granted a leave of absence without pay for a specific period of time upon applying directly to the superintendent and approval by the superintendent and the Board. The period of such leave shall not be counted toward teaching experience, although seniority, sick leave, and other benefits contained in this contract will be retained by the teacher. Should the teacher not return on expiration of leave, and in the absence of any other agreement with the Board, all prior rights will be forfeited by April 1.

**Subdivision 1. Maternity or Adoption:** A teacher who has recently become a parent, either through adoption or natural childbirth shall be granted up to six (6) months of Section 12 leave as delineated in this section. This leave must be taken within the first twelve (12) months from the time of natural childbirth or adoption. This leave shall be applied for at the earliest possible date, in advance of the teacher going on leave. In the event that less than a two-week notice is given and/or the administration is unable to find a qualified substitute, the district reserves the right to delay or deny the request. This leave

would run concurrently with any FMLA leave that would qualify under these provisions. If the leave is granted for parental care, the teacher may not take on other employment during that leave. As with other non-paid leaves, benefits will be prorated.

**Section 13. Leave of Absence to Attend Statutory Meetings of Local Governmental Agencies:** Any teacher may, on application to the building principal three (3) days in advance of the date of requested leave, be absent to attend as an elected representative or participant in statutory meetings of local government agencies (i.e., township boards), or to serve as judges of election in local, State, and Federal elections. Such leave will be chargeable against the teacher’s sick leave balance.

**Section 14. Leave of Absence with Eighty Percent (80%) of Salary:** Teachers may request, through the Professional Growth Committee a special leave of absence plan. Under this plan, teachers would receive eighty percent (80%) of their scheduled base salary and fringe benefits (teachers may contribute) for four (4) consecutive years and, in the fifth (5th) year, the teacher would again receive eighty percent (80%) of their scheduled base salary and fringe benefits, but would be on leave of absence. During the first four (4) years of this agreement, the twenty percent (20%) of salary will be placed in a reserve account to finance the fifth (5th) year. Long term disability benefits would be based on the teacher’s full salary. Seniority would accrue during the first four (4) years of this plan, but would be frozen during the fifth (5th) year. Teachers would be guaranteed a teaching position upon their return. There will be a maximum of two (2) such leaves granted each year.

**Section 15. Professional Duties for Other Organizations:** From time to time District 2170 teachers are requested to perform professional duties for other entities. For example, some teachers have received special professional training in a specific area and are asked to provide that training for teachers in other school districts. Teachers who wish to perform such services for other entities must first receive permission from their building principal to take a professional services leave. The teacher will be allowed to keep all pay received from the agency or entity for which the teacher is performing the service, and the teacher will not lose District pay or credit for days worked. The School Board and/or school administration retain the right to determine whether or not a teacher will be allowed to take the professional services leave referred to above.

## **ARTICLE X -- SEVERANCE BENEFITS**

**Section 1. Severance Benefits Article Defined:** For the purposes of this Article, a teacher who qualifies for severance pay, shall be a teacher that is eligible for severance as defined in Article X, Section 2 and voluntarily severs employment with the district. All the benefits related to teachers severing employment from the Staples Motley School District (ISD2170) are included in this article, and no reference should be inferred to relate to any other article of this contract.

**Section 2. Eligibility and Prorating of Benefits:** Teachers hired prior to September 1, 2014 must choose one of two options for their severance package:

### **OPTION 1**

Teachers choosing Option 1 shall be eligible for severance benefits pursuant to the provision of this article upon submission of a written resignation to the School Board once they meet the criteria listed below. Written notification will include date of severance and choice of Plan A or Plan B. Teachers choosing this option will receive a maximum of severance benefits as outlined in Plan A and Plan B below and will qualify for retiree health insurance options as outlined in Subdivision 5 below. To qualify for this Option 1 and the benefits outlined herein, teachers must have completed at least eleven (11) years of service with ISD2170 and must meet one of the following criteria:

- a. be at least fifty-five (55) years of age, or
- b. they must have completed thirty (30) years of service as a certified educator.

Teachers choosing to participate in Option 1 must inform the district of their plan choice in their written notification of intent to sever employment from the district.

**Option 1 Plan A**

Eligible teachers, shall receive as severance pay the following:

- a. Five (5) days of pay for each year of service to a maximum of sixty (60) days, plus
- b. Sixty percent (60%) of unused sick leave days to a maximum of fifty (50) days

**Option 1 Plan B**

Eligible teachers, shall receive as severance pay an amount equal to a maximum of 110 days of unused sick leave which they may have accumulated.

**Subdivision 1 . Daily Rate of Pay:** In applying these provisions, a teacher’s daily rate of pay at the time he/she severs employment shall be the basic daily rate at the time of severing employment as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

**Subdivision 2. Installments:** Severance pay shall be paid by the School District in three (3) equal installments. One payment shall be at the time the teacher severs employment, and the remaining two payments shall be made annually from the date he/she severs employment. Payments shall be completed within 24 months from the date he/she severs employment. This benefit shall not be granted to any teacher who is discharged by the School District.

**Subdivision 3. Constructive Receipt:** In the event that the IRS determines that a severance benefit paid by the district is constructively received by an employee, the district will pay to the IRS the amount necessary to comply with the withholding standards under IRS rules in the year that the income is constructively received. The employee shall receive, upon severing employment, any severance due, minus any amount that has been previously paid to the IRS.

**Subdivision 4. Severance Pay:**

- a. **Prepayment of Severance.** For teachers hired prior to September 1, 2014 and choosing Option 1, all payments made to a teacher through the provisions of Article VI, Section 2, Subdivision 2 (Career Increment Pay), shall be deducted from severance payments as defined in this Section 2 above. Example: If a teacher was scheduled to receive \$20,000 for unused sick leave but had, throughout his/her employment with the District, received \$3,500 in additional career increment payments, the total severance payments due would be \$16,500 (\$20,000 - \$3,500).
- b. **Severance Payments.**
  - 1. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee’s severance pay less any Career Increment deposits as outlined in the table below, directly into the teacher’s 403(b) account. The employee will not receive any direct payment from the school district for severance pay or the remaining balance of the guaranteed payout.
  - 2. The school district’s annual contribution into the teacher’s 403(b) account must not exceed the IRS contribution limit. If the teacher has any severance remaining after the limit is reached in the year of separation, the school district will make a contribution up to the IRS maximum into the teacher’s 403(b) account in the following year(s).
  - 3. The school district’s contribution(s) into the teacher’s 403(b) account will be made according to the timeline provided for in subdivision two (2) of this section. The payment(s) are made without any matching contributions from the employer.

**Career increment pay** will be paid as follows, according to years of service in the Staples Motley School District:

<u>Starting Year</u>	<u>Year Completed</u>	<u>Pay</u>
12	11	\$1,000
17	16	\$1,500
22	21	\$2,000

All career increment pay earned from this subdivision shall be deducted from the amount for which a teacher will qualify to receive upon electing to sever employment with ISD2170 according to Article X Section 2 above.

**Subdivision 5 . Group Health and Hospitalization Insurance:**

- a. **Disqualification:** All teachers hired by ISD 2170 after September 1, 2014 or who choose Option 2 below, no longer qualify, and shall not be eligible for district contribution toward health insurance upon severing employment.
- b. **Post-Employment Insurance Benefits:** Teachers hired Prior to September 1, 2014 and have selected Option 1 above must choose between “Traditional” or “Buyout”:

**TRADITIONAL Health Insurance Contribution:** Any teacher, who has been a member of the District Offered Group Insurance Plan for at least their last five (5) years of service for ISD2170, upon severing employment with the district as outlined in this article, will receive district health insurance benefits from the time he/she severs employment until he/she becomes age eligible for Medicare. Teachers qualifying for severance under this subdivision shall be entitled to an annual district contribution toward health insurance premiums that is equal to that of current employees as defined in Article VIII, Section 1 of the current Teacher’s Master Contract (\$7,350 for the 2015-2016, \$7,400 for 2016-2017 school years). The initial payment to the teacher’s HRA prior to July 1, 2013 shall be equal to the remaining balance of the district’s contribution, after the annual insurance premium cost is deducted and made at the same time their first severance payment is deposited into their 403(b) account. After July 1, 2013 all HRA contributions shall be deposited under the same guidelines as all current teachers. Each year prior to the insurance anniversary date the teacher must choose their insurance plan for the coming year.

**BUYOUT of Health Insurance Contribution:** Any teacher, who has been a member of the District Offered Group Insurance Plan for at least their last five (5) years of service for ISD2170, may choose to discontinue coverage with the district offered plan and receive a one-time payment to the teacher’s HRA . The amount of this buyout will be the current annual employee healthcare contribution as defined in Article VIII, Section 1 of the current Teacher’s Master Contract multiplied by the difference between the Medicare eligibility age and the retiree’s current age. The amount of the buyout shall not exceed four (4) times the current annual employee healthcare contribution.

**Difference between retiree age and age eligibility for Medicare**

- 1 year
- 2 years
- 3 years
- 4 years or more

**Buyout Cost**

- Current Healthcare Contribution multiplied by 1
- Current Healthcare Contribution multiplied by 2
- Current Healthcare Contribution multiplied by 3
- Current Healthcare Contribution multiplied by 4

Disbursement of the buyout money shall be made in three (3) equal installments, as described in Article X, Subdivision 2, and shall be deposited into the teacher’s HRA. The initial payment to the teacher’s HRA prior to July 1, 2014 shall be equal to the remaining balance of the district’s contribution, after the annual insurance premium cost is deducted and made at the same time

his/her first severance payment is deposited into the 403(b) account. After July 1, 2014 all HRA contributions shall be deposited under the same guidelines as all current teachers. Each year prior to the insurance anniversary date the retiree must choose their insurance plan for the coming year.

- c. **Severance Benefits for other Teachers:** Any individual currently receiving his/her severance insurance benefit prior to July 1, 2007 or choosing to sever employment prior to January 1, 2008 shall be allowed to continue receiving, at the district's expense, the health insurance policy that he/she was carrying prior to the ratification of this contract until age eligible for Medicare (either a single \$1000 deductible or a single \$2000 deductible health insurance policy).
- d. **Disbursement of Benefit:** Eligibility for these payments to the teacher's HRA shall continue until the end of the month in which he/she becomes age eligible for Medicare. The teacher may not re-enroll in the district's group health and hospitalization plan if he/she has voluntarily left the group. Deposits in the teacher's HRA shall be made as outlined in Subdivision 2 above. A teacher who qualifies for this benefit may remain in the District's group health and hospitalization insurance plan indefinitely and if choosing to continue coverage, shall be responsible for the entire monthly premium upon becoming age eligible for Medicare.

## **OPTION 2**

Teachers choosing Option 2 shall be eligible to participate in the 403(b) match as outlined in Article XI. Choosing Option 2 will mean that they will receive 403(b) matching contributions in lieu of any Career Increment contributions until they sever employment with ISD2170. It is understood that in choosing this option the teacher will not be entitled to the health insurance contributions as outlined in Article X, Subdivision 5.

### **Section 3. Alternative Retirement Options:**

**Subdivision 1.** These options may be granted when it is in the best interest of both the individual and the School District:

- 1) The School District may pay TRA if the teacher takes extended leave of absence (up to five (5) years).
- 2) The School District may offer a part-time employment option. If the employee will work 50% - 67%, the District may pay TRA as if full-time during the employee's last five (5) years of employment.

**Subdivision 2:** A teacher who does not qualify for the severance benefits according to Option 1 of this article shall receive, upon severing employment, paid single medical insurance premium for sick leave accumulated beyond one hundred twenty-five (125) days. This payment of medical insurance premiums shall not be in addition to premiums paid as provided in Article X Section 2 Subdivision 5, as these teachers are not qualified under that section.

**Section 4. Life Insurance:** All teachers who have severed employment have the right to remain in the Life Insurance Group as long as allowed to do so by the carrier. Teachers choosing to remain in the Life Insurance Group upon severing employment shall pay their own premiums.

## **ARTICLE XI -- 403(b) MATCH PLAN Effective September 1, 2014**

Beginning in the school year 2014-15 and thereafter, pursuant to the provisions of M.S. 123B.02, Subd. 15 and Section 403(b) of the Federal Internal Revenue Code, the ISD2170 will make matching contributions, as outlined below, for each teacher who has completed at least two (2) consecutive years of teaching experience in the school district and who is employed a minimum of 35%. Teachers whose contracts are less than full-time and 35% or greater will have this benefit prorated according to his or her FTE.

**Section 1. Qualifying for the 403(b) Matching Program:**

All teachers employed by ISD 2170 prior to September 1, 2014 who select Option 2 in Article X or are hired after September 1, 2014 no longer qualify and shall not be eligible for severance pay or health insurance as outlined in Article X of this Master Agreement. Such teachers shall only be eligible to participate in the 403(b) matching program outlined below. The District shall make matching contributions to this program as set forth in Section 2 below.

**Section 2. Contribution Match:** Eligible and participating teachers must elect to participate in the 403(b) matching program pursuant to the plan requirements at the beginning of the plan year. The District matching contribution to teachers participating in the 403(b) matching program shall be as follows:

<i>Eligible during the following Years of Service in ISD 2170</i>	<i>Maximum Annual District Matching Contribution</i>
0-2	0%
3-5	1.5%
6-9	2.5%
10 -14	3.5%
15+	4.0%

The annual limit on the amount individual teachers may contribute to their 403(b) account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. Teachers have the choice of contributing any amounts allowable by IRS regulations and it is understood that the district will then match the amount chosen by the employee dollar-for-dollar up to the maximum outlined in the table above.

**Section 3. Approved Plans:** The district will make annual matching contributions only to 403(b) plans offered by vendors who participate in the district's payroll deduction program and have a hold harmless agreement with the district. New vendors need a minimum of five (5) employees and a hold harmless agreement.

**Section 4. Election:** Eligible and participating teachers must make application for participation in the 403(b) matching program by August 1st each year. Once an eligible teacher elects to participate in the 403(b) matching program, said election is irrevocable for that school year, unless the employment status changes, and will continue each subsequent year unless modified by the teacher who must notify the district and approved vendor. During a contract negotiation year, any employer 403(b) contribution changes resulting from negotiation will not be retroactive. Changes will occur the following September 1 with the paperwork being due August 1.

**Section 5. Death of a Participant:** If a teacher participant dies before retirement, any monies that have been withheld by the district but not submitted to the members 403(b) account shall be deposited into the individual's account within 30 days of death.

**Section 6. Applicable Laws:** The 403(b) matching program of Independent School District No. 2170 is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code 26 U.S.C. 403(b).

**Section 7. Payments:** The district's matching amount and teacher's annual contribution will be divided and withheld equally over the pay periods of the plan year. The District shall contribute annually the amount listed above for full time teachers and the pro-rated amount for part time teachers. The District shall make a deposit, no less than monthly, equal to the match needed each pay period. The District contribution shall cease after a teacher severs employment with the district or has been released from ISD 2170.



**Section 8. Enrollment:** The district will provide enrollment forms to teachers upon hire. It is the teacher's responsibility to contact the district, in writing, of his/her desire to enroll in a 403(b) plan, discontinue participation in the plan, change contribution amounts, or change investment providers pursuant to the 403(b) Plan Document. The total number of providers shall not be less than seven (7) unless mutually agreed to by the Exclusive Representative and the district. In the event one of the approved providers is no longer eligible to be a provider or chooses to discontinue participation in the program, the District and Exclusive Representative will mutually agree to a replacement.

## **ARTICLE XII -- TEACHER WORK DAY AND WORK LOAD**

**Section 1. Basic Day:** The basic work day for teachers shall be eight (8.0) hours, inclusive of lunch.

**Section 2. Building Hours:** The specific hours of the basic teacher day at any individual building may vary according to the needs of the educational programs of the School District. The specific hours for each building and/or special program will be designated by the School District. For instance, teachers teaching a “zero” hour will have a different schedule than those teaching a regular schedule.

**Section 3. Preparation Time:**

**Subdivision 1.** Full-time elementary teacher will be scheduled for a least fifty (50) minutes of preparation time per day. While the school district will make an effort to provide such preparation time on a daily basis, the provisions of this section permit the averaging of such time over a period of no longer than one (1) week unless by mutual consent by a teacher and the administration. Preparation time shall be scheduled in blocks of at least twenty-five (25) minutes in length insofar as possible.

**Subdivision 2.** Preparation time for the middle school and high school teachers shall be a minimum of 50 minutes or one instructional period, whichever is greater, except that preparation time shall be two normal class periods for an 8-period day. In the event a schedule is adopted which would establish less than 50 minutes of preparation time, the administration/board shall negotiate said schedule/preparation time with the exclusive representative prior to the schedule's adoption.

**Subdivision 3.** Preparation time, for all teachers, shall be scheduled between the time students start their first class and the time that students finish their last class of the day. For example, if the first class of the day is at 8:20 a.m., the time between 7:45 a.m. and 8:20 a.m. cannot be counted as part of the 50 minutes of allotted preparation time. Part-time teachers shall receive five (5) minutes of preparation time for every 30 minutes taught.

Teachers who are required to travel between schools, during the workday, in order to meet the requirements of their job shall be allowed twenty (20) minutes to travel between Staples and Motley and ten (10) minutes to travel between Staples Elementary and Staples Motley High School. Such time shall not be charged against the minimum amount of required preparation time referred to in this new section. It is understood that time used for travel beyond the allotted 10 and 20 minutes may be logged and submitted for billed payroll in increments of full or half hours. The additional pay will be based on the In-Service salary defined in Article VI, Section 4.

**Section 4. Teacher/Administrative Meetings:** For the purpose of this section, a teacher/administrative meeting is one that is called and directed by the administrator and for which attendance is mandatory. The time during the school day before classes start and after the classes are completed will be available for teacher/administrative meetings. The school administration shall not mandate attendance at such meetings for more than 50 minutes every two (2) weeks. Other administrative meetings, such as special education staffings may have to be scheduled during this time.

**Section 5. Lunch Periods:** Duty Free lunch for the purposes of this agreement shall mean that the district shall not assign an individual teaching or supervisory duties during this 30 minute period of time. Each teacher shall be provided a duty free, uninterrupted, daily lunch period that is at least as long as a regular student lunch period, but not less than 30 minutes. A teacher may agree to lunch period duties at his/her own discretion or as agreed to by the teacher and the administration.

**Section 6. Compensation for Excessive Work Load:** The parties agree that the work load and responsibility of each teacher should be reasonable and consistent with the work loads and responsibilities of the teacher's colleagues. If a teacher's work load or responsibility is demonstrably unreasonable or inconsistent, the teacher's work load, responsibility and/or salary shall be adjusted appropriately. Teachers who agree to an overload shall be compensated according to the following formula:

$$\text{Extra Min. per Year} \div 51,900 \times \text{Annual Salary}$$

For instance, a teacher who is earning \$30,000 and is doing an overload of 25 minutes per day for a full year would receive the following:

$$25 \text{ min.} \times 173 \text{ days} \div 51,900 \times \$30,000 = \$2,499.90$$

(Note: 300 min. x 173 days = 51,900 min.)

**Section 7. Additional Activities:** The responsibility a particular teacher is to have for supervising student activities is a matter to be mutually agreed upon by that teacher and the school board or representative. In choosing persons who are to be given voluntary extra-pay assignments, such as teaching adult education courses or summer school classes, the School Board shall give preference to certified teachers with tenure who are regularly employed by the School District. This does not apply to Schedule B positions.

**Section 8. Teacher Qualifications:** Each teacher is to be qualified for the duties as defined in state statute for the duties to which the teacher is assigned, and no teacher is to be given responsibility for duties outside of their licensure unless there are no licensed teachers available in that area or not qualified to perform, unless an emergency exists and no better qualified person is available.

**Section 9. Mileage:** All teachers will be assigned a base site. That site shall be where they begin their normal teaching duties. Teachers who are assigned to work in a site other than their base site or who are required by the administration to attend meetings in a different site than their base site shall be paid the district mileage rate as set by the school board and as delineated below:

- a. During School Travel: Mileage shall be paid for travel between buildings in the event that a teacher must travel from their base site to another site during their normal teaching day. It is assumed that the mileage shall be paid for the trip from their base site as well as returning to their base site if it is deemed necessary to perform their contractual duties.
- b. Before School Travel: If teachers are required to attend a meeting before school at a site other than their base, they shall be paid mileage for their return trip to their base site to begin their normal teaching day. In the event that the district provides alternative transportation to a specific group of teachers for their travel between buildings, it is understood that no mileage shall be paid unless there are extenuating circumstances.
- c. After School Travel: If teachers are required to travel back to their base site or travel from their base site to another after school because of required meetings and/or extracurricular assignments, they shall be paid the district mileage rate for that trip according to the mileage set forth in "A" above.
- d. Teachers must submit mileage claims to the district office in order to be paid. Teachers may submit mileage claims as often as two times per month, and they MUST submit mileage claims by June 30<sup>th</sup> of any year in which they have mileage to be paid.

Mileage shall be paid as defined above, and it is understood that no mileage will be paid for teachers to travel from their home to their base school where they begin their normal teaching day. No mileage will be paid for teachers to travel home from their base site where they end their day.

**Section 10. End of Quarter Workshop Day** The “end-of-quarter workshop day” (usually in November), and the “end-of-semester workshop day” (usually in January), will each include 3.5 uninterrupted hours solely dedicated to teachers for work on class-related teacher responsibilities.

### **ARTICLE XIII -- SUBSTITUTE TEACHERS**

**Section 1. Reporting Need:** A teacher, who for any reason will not be available for work on any teacher duty day, shall report that fact to the building principal within a reasonable time after becoming aware that the teacher will not be available for work and advise the building principal if it is believed a substitute is needed during the teacher’s absence.

**Section 2. Arranging for Substitute:** Once a teacher reports not being available for work, if a substitute is needed, it shall be the responsibility of the school administration to make every reasonable effort to obtain the best qualified substitute available. In deciding if a substitute is needed, the welfare of the students involved shall be the primary consideration.

**Section 3. Placement on Salary Schedule:** After ten (10) consecutive working days for one person, a substitute shall be placed on the salary schedule in accordance with board policy and continue on probation until eligible for tenure. Under unusual circumstances, the administration, with School Board approval may hire a certified teacher as a long-term substitute and place them on the salary schedule for the first day.

**Section 4. Substitute Teaching by Regular Staff:** The decision to substitute for colleagues is strictly voluntary. A teacher who agrees to substitute for a colleague may choose to select one of the following methods of compensation:

- a. The teacher may choose to exchange sub time for an equivalent amount of discretionary leave time. This process will require five (5) hours and 30 minutes of duty time to equate to a day of comp time. The maximum comp time that can be earned in one school year shall be the equivalent of six (6) days. The maximum number of days earned from comp time that can be used in one school year shall be four (4) days. At the end of the school year, up to two (2) days of compensatory time may be carried over to the following year. Comp time unable to be used during the school year or carried over should be submitted for reimbursement according to part “B” below. Comp time shall not be subtracted from any sick leave or any sick leave bank. Building administrators have the discretion to determine if and/or when comp time may be used. The Board also reserves the right to set policy regarding when comp time may be used.
- b. The teacher may choose to be reimbursed for substituting at the rate specified in Article VI, Section 4. This pay must be submitted before July 30th, of the school year in which it was earned. There is no limit on the amount of paid reimbursement a teacher may earn for substituting according to the provisions of this Article. Any request for substitute payment not submitted by this time shall be forfeited.

### **ARTICLE XIV -- DISCONTINUANCE OF TEACHING POSITIONS, LAY-OFF, AND RECALL**

**Section 1:** The Board of Education shall make the determination whether any teaching position shall be discontinued. Positions may be discontinued pursuant to Minnesota State Statutes (125.12) and the following provisions of this article, which constitute Subdivision 6a of said statute.

**Section 2:** In the event of discontinuance of a position which in turn necessitates a reduction in staff, then any employee teaching in that area or department is subject to lay off according to and following the provisions of this article.

**Section 3:** In the event of discontinuance of a position, the School Board and the teachers subject to lay off must follow the steps and meet the time lines in this section.

- a) The School Board meets and proposes to place a teacher or teachers on unrequested leave of absence.

- b) Within fourteen (14) calendar days of the School Board action proposing to place a teacher on unrequested leave of absence, said teacher may request a hearing before the School Board. Such request must be in writing and sent to the Chairperson of the School Board.
- c) The date of the hearing must be mutually agreed upon by the School Board and the teacher.
- d) The hearing is held.
- e) The hearing officer issues the finding of facts.
- f) The School Board takes final action to place the teacher on unrequested leave of absence.
- g) The teacher must be notified in writing of final School Board action prior to June 1.

**Section 4:** Lay-off and recall shall be on the basis of seniority as defined in this article and shall be according to the provisions set forth in this article, but seniority shall not entitle an employee to a position for which they are not certified.

- a) Seniority shall be defined as continuous employment from the most recent day of employment and shall be by one-half year or one (1) full year of employment or multiples thereof. Continuous employment, for the purposes of seniority, shall include all employment for Independent School District No 2170 in the capacity of a teacher as defined in Minnesota Statutes.
- b) Seniority shall be computed upon services rendered during a fiscal year (July 1 through June 30) rather than a calendar year. In any one (1) fiscal year, an employee shall accrue a maximum one (1) year of seniority for all services rendered.
- c) One-half year of seniority shall be granted for 45% FTE to 55% FTE. A full year of seniority shall be granted for FTE positions beyond 55%. No seniority shall be granted for less than 45% FTE.
- d) Seniority shall continue to accrue at the same rate as was accruing before the leave of absence (half or full-year) while on sabbatical, military, or teacher program exchange leaves of absences.
- e) Seniority shall continue to accrue while on assignment outside of the duties performed by members of the association (i.e., administrative duties), but such employment must be as an employee of ISD 2170.
- f) Seniority shall continue to accrue while on sick leave within a school year, but it shall be frozen at the end of the school year, until the employee returns from sick leave.
- g) Seniority shall not accrue in the following situations:
  - while on extended leave of absence without pay for educational and/or professional growth
  - while on long-term substitute teaching
  - during the probationary period, but seniority shall be credited retroactively for probationary time when tenure is achieved
  - during lay-off under the provisions of this article

**Section 5:** A seniority list shall be established and published by January 1 of each year by the superintendent's office. The original seniority list shall be posted in Staples Elementary, Motley Middle/Elementary, and Staples/Motley High School. Such seniority list, unless challenged, in writing with the superintendent of schools, within 20 workdays after January 1, shall be final and shall become the official seniority list and will be available upon request. At the time of filing, copies of both the original and official seniority list will also be submitted to the Association President.

**Section 6:** The order of lay-off shall be as follows:

- a) Probationary teachers in the area or department affected by the discontinuance shall be laid off first and they shall be subject to the recall provisions of this article.
- b) Tenured teachers in the area or department affected by the discontinuance shall be laid off in inverse order of their seniority in the following rank order of importance:
  - Greater seniority will be assigned to those teachers who have accumulated the most continuous years of teaching in the district – half-years and full-years, as defined in Section 4 of this article.
  - If there is a tie in the total number of years within the area or department, those teachers who have the earliest approved contract for the most recent continuous years of teaching will be assigned the most seniority. The first criteria for determining “earliest approved contract” will be the date of the school board's approval of the contract. If teachers have the same date for board approval of their contracts,

greater seniority shall be assigned to the teacher who signed and dated their contract the earliest. If a teacher fails to date their initial employment contract, the signature date shall be assumed to be the date upon which the board approved the contract.

- If a tie still exists, greater seniority shall be assigned to the teacher who has the greatest number of teaching licensures.
- If a tie still exists, greater seniority shall be determined by board discretion.

**Section 7:** At the time of discontinuance, if there is another position for which the employee is fully certified, such employee shall have the opportunity for employment in that position on the basis of seniority.

**Section 8:** A recall list shall be maintained and updated yearly by the superintendent's office. Employees on the recall list for more than five (5) years shall be dropped from the recall list and are no longer subject to the recall provisions of this article.

**Section 9:** Notice of recall shall be sent to the secretary of the association and also to the employee's last address on file in the superintendent's office. The employee shall send written notice of change of address by certified mail to the superintendent's office. Notice of recall shall be sent by certified mail. Within twenty-one (21) calendar days of the date of mailing, written acceptance of employment must be sent by the employee by certified mail to the superintendent's office. If no such written acceptance of employment is received within said twenty-one (21) calendar days, the employee shall lose all right of recall under the provisions of this article.

**Section 10:** Recall shall be by designated area or department at the time of lay-off as described above, according to seniority at the time of lay-off (highest seniority being recalled first). Refusal of employment to positions for which the employee is certified shall waive all rights under the provisions of this article.

**Section 11. Vacancies and Staff Reduction:** All vacancies shall be posted in the mail room of each building no less than three (3) weeks prior to filling the vacancy.

**Section 12. Unrequested Leave Payments:** Full-time teachers who have five (5) continuous years or more of service with the school district and are placed on unrequested leave shall receive in payment an amount equal to one percent (1.0%) of Step one (1), BA lane (base of salary schedule), for each year of full-time service to the school district.

## ARTICLE XV -- SUPERVISING TEACHERS

**Section 1. Duties:** A supervising teacher shall be a teacher with tenure who works with interns and/or student teachers. A supervising teacher shall have the responsibility to develop extensive opportunities for interns and/or student teachers to observe and practice the arts and skills of the teaching profession. Each supervising teacher shall, as required, submit to the college coordinator and/or to the school administration appropriate evaluations or reports about the interns and/or student teachers with whom the teacher is working. The duties assigned to a student teacher will be consistent with the cooperating college guidelines.

**Section 2. Compensation:** All monies received from a college for this supervision shall be given to the teacher responsible for such supervision.

**Section 3. Classification:** A supervising teacher is a teacher, and such teacher shall not be considered a supervising employee as defined in the PELRA.

## ARTICLE XVI -- SCHOOL YEAR

**Section 1. Length:** Pursuant to Minnesota Statutes, the school board shall, before April 1, establish the number of student days and teacher duty days for the next school year.

**Section 2. Teacher Duty Days:** The school year shall include 180 teacher duty days. Each teacher shall perform services on those days determined by the school board as teacher duty days, including those legal

holidays on which the school board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

In the event school is closed because of an emergency which prevents students from attending school, the school board may require teachers to perform duties on another day in lieu thereof. If one (1) or two (2) teacher duty days must be made up for any reason, the school board may determine the day or days on which the time will be made up. If more than two (2) teacher duty days must be made up, the time will be made up on days mutually agreed upon by the school board and the association.

### **Section 3. Flexible Duty Day**

**Subdivision 1 -- Definition:** A flexible duty day is a work assignment and/or arrangement between an individual teacher and the School District beyond the regularly scheduled school calendar. The flexible day is defined as one (1) non-student contact day that is worked outside the 180-day teacher contract.

- a) The day shall be reimbursed through pink payroll at the rate of \$150 per day, or
- b) The flexible duty day will include seven (7) hours, inclusive of lunch, or a full day of workshop (minimum of 5.5 hours).

#### **Subdivision 2. District Approval:**

- a) The purpose of the flexible day is to allow a teacher the opportunity to enhance their services to the School District and/or advance their education free of administrative meetings and or district training.
- b) A flexible duty day is to be used for, but not limited to such things as; curriculum writing, attending conferences/workshops, team planning, and performing research.
- c) There must be adequate funds to support the request. The funds for these days shall be paid using the staff development funds for the district. In the event that the district staff development funds are insufficient to fund these days, teachers may choose to trade the day as mentioned in subdivision one (1) or to work as they previously would have without trade or additional pay.

**Subdivision 3. Number of Days Allowed:** Each teacher shall be entitled to no more than one (1) flex day per year.

## **ARTICLE XVII-- PERSONNEL FILES**

**Section 1. Contents:** The school administration shall maintain in the school business office a personnel file for each full-time teacher employed by the School District. Each teacher's personnel file shall contain copies of that teacher's annual contracts, evidence of proper certification, a transcript of academic records, all teacher evaluation reports, all medical information required by the employer (separate file), and any other material appropriate for inclusion in such file.

**Section 2. Right to Examine and Respond:** No material shall be placed in a teacher's personnel file without that teacher's knowledge. In accordance with Minnesota Statutes, teachers shall have the right, upon written request, to examine the contents of their own personnel file and, if they wish, to have with them during such examination an agent of the association. Teachers shall have the right, upon request, to file a response to any material in their own personnel file, and such response shall become a part of said file.

## **ARTICLE XVIII - GRIEVANCE PROCEDURE**

**Section 1. Instigation:** A claim by a teacher or the association that there has been a violation, misinterpretation or misapplication of any provision of this contract, order or regulation of the board or its representatives (administrators) may be processed as a grievance.

**Section 2. Informal Discussion:** In the event that a teacher believes there is basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal either personally or accompanied by the association representative.

**Section 3. Level I:** If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher, within 30 calendar days, may invoke the formal grievance procedure through the association, on the proper form, signed by the grievant and a representative of the association. A copy of the grievance form shall be delivered to the building principal.

If the grievance involves teachers from more than one school building, the president of the association, or designee shall file the grievance and deliver it directly to the superintendent or the designee. In this case, the procedures governing a Level II grievance shall apply.

Within seven (7) calendar days, exclusive of holidays, of receipt of the grievance, the building principal shall meet the grievant and the association representative in an effort to resolve the grievance. The building principal shall indicate the disposition of the grievance, in writing within five (5) calendar days, exclusive of holidays, of such meeting, and shall furnish a copy thereof to the grievant and the association.

**Section 4. Level II:** If the grievant and the association are not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days, exclusive of holidays, of such meeting (or ten (10) calendar days exclusive of holidays from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within seven (7) calendar days, exclusive of holidays, of receipt of the transmittal, the superintendent or the designee shall meet with the grievant and the representative on the grievance and shall indicate the disposition of the grievance in writing within five (5) calendar days, exclusive of holidays, of such meeting, and shall furnish a copy thereof to the grievant and the association.

**Section 5. Level III:** If the grievant and the association are not satisfied with the disposition of the grievance by the superintendent or the designee, or if no disposition has been made within five (5) calendar days, exclusive of holidays, of such meeting (or ten (10) calendar days exclusive of holidays from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the clerk or other designee of the Board. The board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the grievant and the association representative. Disposition of the grievance, in writing by the Board, shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the grievant and the association.

**Section 6. Level IV:** If the grievant and the association are not satisfied by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days, exclusive of holidays, from the notification date that arbitration will be pursued, the arbitrator shall be selected by the Bureau of Mediation Services in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Questions arising whether or not a grievance may be arbitrated, shall be submitted to arbitration for determination. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound to the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

**Section 7. Fees:** The fees and expenses of the arbitrator shall be shared equally by the parties.

**Section 8. Award to Probationary Teacher:** If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost. If the teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid within thirty (30) calendar days of the arbitration award.

**Section 9. Time Limits:** The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence

to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon as possible thereafter.

**Section 10. Expiration of Contract:** Notwithstanding the expiration of this contract, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

**Section 11. Reprisals Forbidden:** No reprisals of any kind will be taken by the Board or the school administration against any teacher because of participation in this grievance procedure.

**Section 12. Violations of the Grievance Procedure:** The parties mutually recognize that refusing to comply with grievance procedures contained in an agreement as required by P.E.L.R.A., is defined by P.E.L.R.A., Section 179.68 as an unfair labor practice. Allegation of the latter may bring an action in District Court of the County wherein the practice is alleged to have occurred for injunctive relief and for damages caused by such unfair labor practice.

## **ARTICLE XIX -- STRIKE/LOCKOUT PROHIBITION**

The parties agree that this article will become operative only on authorization of this contract as provided for in Article XIX.

**Section 1:** The Board and the association recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, they have removed the basic cause of work interruptions during the period of this contract. The association accordingly agrees that it will not during the period of July 1, 2015, to June 30, 2017 directly or indirectly engage in or assist in any strike, as defined by P.E.L.R.A.

**Section 2:** The Board also agrees that it will not, during the period of this contract, directly or indirectly engage in or assist a lockout or any unfair labor practice as defined by P.E.L.R.A.

**Section 3:** Nothing in this article shall require the board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report to or remain on duty.

## **ARTICLE XX – DURATION**

**Section 1. Period Covered:** This agreement shall be effective July 1, 2015, and shall continue in effect through June 30, 2017, or until it has been modified or replaced by mutual consent of the parties, pursuant to the P.E.L.R.A. If the parties have not agreed to a new and substitute agreement to take effect July 1, 2015, the terms of this agreement shall continue in full force and effect until such substitute agreement is adopted, which shall be fully retro-active to July 1, 2015.

**Section 2. Effect:** The parties recognize that this agreement is not all inclusive. The parties therefore agree that all reasonable personnel policies of the School Board and all accumulated benefits not mentioned in this agreement, including increments, unless specifically waived by the exclusive representative, shall remain in effect so long as they are consistent with the provision of this agreement. The provisions of this agreement, however, supersede all policies, rules or regulations of the School Board that are inconsistent with these provisions.

## **ARTICLE XXI -- CONFORMITY TO LAW**

**Section 1. Severability:** The provisions of this agreement shall be fully severable, and if any provision or application thereof shall be held invalid or contrary to law, all other provisions or applications shall continue in full force and effect.



## **ARTICLE XXII -- NEGOTIATIONS**

**Section 1:** Should a meeting between the board, or its representatives, and the association's representatives result in a mutually acceptable amendment of the contract, the amendment shall be subject to ratification by the board and the association in the same manner as required by the law for adoption of this original contract provided that the bargaining agents shall be empowered to effect temporary accommodations to resolve special problems.

**Section 2:** Not less than sixty (60) days prior to the expiration of this contract, the Board and Association 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 bargaining agent of the teachers of this district, then, in the absence of a lawful order to the contrary, negotiations shall thereupon be undertaken between the Board and the then duly authorized, exclusive bargaining agent.

**Section 3:** Release time shall be provided the Association's Negotiating Committee to permit the Board and Association representatives to alternately meet both during and after regular school hours for the purpose of reaching a successor contract as rapidly as possible.

**Section 4:** A teacher engaged during the school year in negotiating on behalf of the association with any representative of the board or participating in the processing of a grievance including arbitration, shall be released from regular duties without loss of salary.

**Section 5:** Neither party in any negotiations shall have any control over the selections of the negotiating or bargaining representatives of the other party. The Board and the 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.

## **ARTICLE XXIII -- PUBLICATION OF THE CONTRACT**

**Section 1:** Copies of this contract titled "A Master Agreement between Independent School District No. 2170 and the Staples Motley Education Association, S.M.E.A., N.E.A." shall be printed at the expense of the Board within thirty (30) days after the contract is signed, and a copy shall be presented to every teacher now employed, hereafter employed, or issued a contract for employment by the Board. Furthermore, the board shall furnish twenty-five (25) copies of the Master Contract to the association for its use.

**Section 2:** There shall be four (4) official copies of this agreement for the purposes of record. These copies shall be signed by the Chairperson and the Clerk of the School Board and the President and the Chairperson of the Negotiating Committee of the Staples Motley Education Association. One (1) copy will be retained by the Board, one (1) copy will be retained by the Staples Motley Education Association, one (1) copy will be given to the superintendent and one (1) copy will be kept on file in the school business office.

## **SALARY SCHEDULE B & EXTRACURRICULAR**

**Section 1. Salaries for Extra Assignments:** All extracurricular assignments are voluntary. Teachers involved in voluntary extra duty assignments shall be compensated in accordance with the salaries set forth in Schedule B, which is attached and incorporated in this contract.

**Subdivision 1:** All monies allocated for Schedule B not expended to specified teachers or teaching assistants who have volunteered their services for extracurricular assignments, shall be retained in the general fund.

**Subdivision 2:** Administrative personnel, whether or not employed by the District, shall not occupy any position on Schedule B, unless agreed upon by the Association and the Board or their respective representatives.

**Subdivision 3:** Salary Schedule B shall be the basis for all extracurricular salaries. All persons with extracurricular assignments are limited to Steps 1 - 7. Once coaches are placed on the appropriate steps, they shall advance one step for every year of experience on the extracurricular salary schedule. Letters of assignments shall be signed by both parties, stating duties of job.

**Subdivision 4:** All extracurricular positions must be contracted and the obligations of the contract fulfilled or the provisions of Subdivision 1 will be effective. Any adjustments or changes in the below listed percentages must be agreed to by the school board or its representative, the Staples Motley Education Association and representatives of the local Coaches Association or the local Fine Arts Association.

**Section 2. Tournament Attendance/Staffing:** If an activity qualifies or advances individuals to region/section and/or state competition the following guidelines will be in effect:

- One to 10 Individuals: The head coach and one assistant coach listed on Schedule B will qualify for tournament attendance, to be determined by the head coach and the activities director.
- Eleven or more Individuals: The head coach and up to two (2) assistant coaches listed on Schedule B will qualify for tournament attendance, as determined by the head coach and the activities director.

**Section 3. Officiating at State Tournaments:** Anyone selected by the Minnesota State High School League to be an official at state level competition will be given up to two (2) days leave to participate. This leave will be considered school business.

**Section 4. Attendance at State Tournaments:** If no one in an activity qualifies for state level participation, the head coach and one (1) assistant may attend state tournament activities for up to two (2) days. This attendance will be treated as a coaching clinic.

**Section 5.** Salary Schedule B shall be based on the BA lane on the teacher's salary schedule. Individuals on Salary Schedule B start on Step 2 and may advance to Step 8 of the BA column, this will be considered the top of Schedule B.

A committee, comprised of the activities director and four (4) other people selected by the activities director will examine the extracurricular schedule to see if any staffing adjustments need to be made. These adjustments are temporary and will not create any permanent new positions or new programs.

Positions whose assignment is uncertain will be asked to bill for their salary at the end of the season/program/activity.