

**Agreement Between**  
**Independent School District 413**  
**Marshall, Minnesota**  
**and the**  
**Marshall Education Association**  
**July 1, 2021 – June 30, 2023**

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## **ARTICLE I PURPOSE**

This Agreement is entered into between Independent School District No. 413, Marshall, Minnesota, hereinafter referred to as the School District, and the Marshall Education Association, hereinafter referred to as the exclusive representative and/or the Association, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in the P.E.L.R.A.

## **ARTICLE III DEFINITIONS**

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

Section 2. Definition of Teacher: "Teacher" shall mean any person employed by the School District in a position for which the person must be licensed by the State of Minnesota. Those persons excluded from coverage under this Agreement shall be those persons excluded by law. Any teacher who meets the requirements to belong to the bargaining unit, but does not teach full-time shall be paid on a pro-rata basis for both salary and fringe benefits, unless the insurer will not provide for part-time teachers.

Licensed teachers contracted for 185 days for 2021-2023, as specified in Section 2 above and in ARTICLE VII, Section 1 shall attend, and be compensated at regular, full-time salary for full days during preschool workshop; in-service days; staff development days; and grading conference days.

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

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

### Section 5. Tier 2 Teachers:

Subd. 1. Statutory Considerations: Pursuant to M.S. 122A.182, a Tier 2 teacher may be a teacher of record in a Minnesota Public School System. However, M.S. 122A.182 specifically provides that such licensure shall not be construed to bring such Tier 2 teacher within the definition of a teacher for purposes of M.S. 122A.40.

Subd. 2. Probationary Period: Time spent as a Tier 2 licensed teacher will be credited toward the teacher's probationary period as provided in M.S. 122A.182.

Subd. 3. Layoff: Tier 2 teachers will be laid off prior to any qualified Tier 3 or 4 teachers being placed on ULA.

Subd 4. Compensation: Tier 2 teachers will be compensated as provided for in ARTICLE XI.

Subd 5. Applicable Sections of the Master Agreement: Tier 2 teachers shall be covered by the following articles of the Master Agreement:

- ARTICLE I, PURPOSE,
- ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,
- ARTICLE III, DEFINITIONS,
- ARTICLE IV, SCHOOL DISTRICT RIGHTS,
- ARTICLE V, ASSOCIATION-TEACHER RIGHTS,
- ARTICLE VI, HOURS OF SERVICE,
- ARTICLE VII, LENGTH OF SCHOOL YEAR,
- ARTICLE VIII, LEAVES OF ABSENCE,
- ARTICLE X, CAREER LADDERS,
- ARTICLE XI, TEACHER COMPENSATION,
- ARTICLE XIII, EXTRA COMPENSATION,
- ARTICLE XIV, GROUP INSURANCE AND ANNUITIES,
- ARTICLE XV, SEVERANCE,
- ARTICLE XVI, GRIEVANCE PROCEDURE, AND
- ARTICLE XVII, DURATION OF AGREEMENT.

Subd 6. Sections of the Master Agreement Not Applicable: Tier 2 teachers shall not be eligible for the following articles of the Master Agreement, which apply only to Tier 3 and Tier 4 licensed teachers:

- ARTICLE IX, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY,
- ARTICLE XII, EARLY CHILDHOOD FAMILY EDUCATION (ECFE) AND TITLE I TEACHERS

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

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

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and other teacher related services prescribed by the School Board and shall be governed by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Rights Reserved: The School District reserves those delegated powers to itself, except as they may be expressly limited by this Agreement.

#### **ARTICLE V ASSOCIATION-TEACHER RIGHTS**

Section 1. Right of Expression: Nothing contained in this Agreement shall be construed to limit, impair, or

affect the right of any teacher or teacher representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

Section 3. Dues Checkoff: Teachers shall be allowed dues checkoff for the teacher organization of their selection, provided that dues checkoff and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues checkoff pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. All sums deducted by the School District pursuant to authorization of teachers shall be promptly paid to the local Association treasurer.

Section 4. Remittance of Dues: Sums withheld by the School District as dues shall be promptly transmitted to the Association.

Section 5. Official Business of the Exclusive Representative: Duly authorized representatives of the Association shall be permitted to transact official Association business on School District property outside of the normal teacher day. If a representative of the Association who is not an employee of this District desires to meet with a teacher during the non-student contact portion of a teacher day, the teacher must first obtain the permission of the supervising principal. This permission would normally be granted except in circumstances when the supervising principal determines a teacher's other duties required that the meeting occur at the end of the school day.

Section 6. Use of Equipment: The Association shall have the right to use School District equipment. The Association shall pay for the cost of all materials and supplies incident to such use. The School District agrees to provide the Association with a schedule of costs of such materials and supplies the Association feels it may use at the beginning of each school year. The schedule may be amended by the School District from time to time with notice to the Association.

Section 7. Posting/Listings: The Association shall have the right to post notices of activities and matters of Association concern on existing teacher bulletin boards. The Association may use the District inter-school mail service and teacher mailboxes for communications to teachers.

Section 8. School Board Agendas: The School Board agrees to furnish the Association information concerning its agendas, minutes, yearly audits, budgets, both present and proposed revenue information, and other financial information.

Section 9. Special Building Usage: The Association and its representatives shall have the right to use School District buildings for meetings. If special custodian service is required for the meeting, however, the School District may make a charge on the same basis as charged other non-commercial users.

Section 10. Internet Use: Unacceptable use of the School District system in violation of "District Policy 524" may result in suspension and/or termination of internet privileges or other disciplinary action in accordance with School District policy and Minnesota Statute 122A.40.

Section 11. Association Leave: At the beginning of every school year, the Association shall be credited with leave days to be used by the teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association shall notify the building principal in writing (AESOP),

no less than 7 days prior to the date for the intended use of said leave. Failure to notify the principal in accordance with this section will result in the deduction of one (1) personal day per employee day. This leave time shall not exceed a combined total of 12 days per school year for all officers and agents of the Association. The School District agrees to pay the cost of substitute teachers for these 12 days.

Section 12. Right of Accessibility to Personnel File: The personnel file of each teacher shall be open to inspection by the teacher. When evaluative material is entered into the personnel file of a teacher, that teacher shall be notified either verbally or in writing within 7 days. Minnesota Statute 122A.40, Subd. 19 permits a teacher to submit for inclusion in the file written information in response to any material contained therein. Teachers shall have the right to reproduce any of the contents of their individual personnel file. Any material in the teacher's file found, through the grievance procedure, to be false or inaccurate shall be expunged from the file.

Section 13. Adoption of School Calendar: A procedure for the development of the school calendar has been adopted by the School Board. The "Advisory Committee" may include all interested parties but shall include at least 1 teacher representative from each of the buildings in the School District.

Section 14. Vacancies: When a teaching vacancy occurs through School Board action, the School District will post such vacancy on the School District website. Such posting will remain for a minimum of 5 calendar days. Any existing teacher who holds a Minnesota license to teach in the area of a posted teaching vacancy may apply and is entitled to be interviewed by the building principal or other School District administrator. Application must be made within 5 working days of the original posting date. Should the existing teacher fail to be assigned to the position and so requests in writing, the School District will provide a written response that states its reasons for non-selection.

## **ARTICLE VI HOURS OF SERVICES**

Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be 8 hours as defined by administration in collaboration with the teacher. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than 30 minutes.

Section 2. Preparation Period: Full-time teachers shall have 1 class period equivalent to, but not less than, a 50 minute period for preparation and conference time during the teacher's basic day.

Section 3. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School District.

Subd. 1. Teachers are expected to participate in and make reasonable contributions to School District activities relating to their teaching assignment(s), beyond the teacher's basic day.

Subd. 2 Teachers shall not be required to stay beyond the pupils' basic day on Fridays, days immediately preceding a holiday, the day before a scheduled break, or on days when teachers are scheduled for a School District function during the evening.

Subd. 3. Part-time teachers attending workshops, conferences, School District release time, and/or School District-directed activity as required by an administrator will be compensated for time over and above their FTE contract at their regular rate of pay. This will not affect or change the contracted full-time equivalent (FTE) status of the teacher.

## **ARTICLE VII LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: For the school years 2021-2023, the total duty days for teachers shall be 185 each year. Of that total, 175 shall be student instructional days of at least 6 hours per day. The remaining 10 days shall be used for parent-teacher conference days, in-service days, or teacher workshop days. Workshop days may be added to the total number of duty days as defined in this section for all teachers who are new to the School District. These days shall be compensated according to (TABLE A)

supplemental assignments.

Section 2. Closing and Makeup Days: The School Board reserves the right to alter the school calendar or to conduct school on Saturdays or beyond the last scheduled day of school in the calendar in the event that school closings resulting from inclement weather cause the school days in session to fall below 175 days as stated in Section 1 above. However, the School Board may, at its discretion, provide for fewer than 175 days but shall not set the minimum requirement less than that set by State law.

Subd. 1. When the starting time for students is delayed due to inclement weather, teachers will arrive at their respective building 15 minutes prior to the rescheduled start of the school day.

Subd. 2. When school is cancelled/closed for the remaining part of the day due to inclement weather teachers may be allowed to leave when the students have left their respective buildings.

Subd. 3. If a teacher had arranged ahead of time to take a leave day and school was cancelled for that day, that leave day shall not be recorded as being used. If a teacher had called in sick before school was cancelled, that sick day shall not be charged as being used by that teacher.

Subd. 4 On virtual learning days teachers will provide instruction to students following the district's agreed upon virtual learning day plan.

### **ARTICLE VIII LEAVES OF ABSENCE**

Section 1. Sick Leave: Teachers shall be entitled to sick leave as defined below:

Subd. 1. Each full-time teacher shall be granted 6 days at the beginning of the school year and 1 additional day after each month of the school year (total of 15 days annually). Sick leave with pay shall be allowed whenever a teacher's absence is due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days pursuant to M.S. 181.9413. When there are extenuating circumstances, this fact should be presented to the Superintendent in writing and consideration shall be given to allow the teacher to use paid sick leave days. Elective surgery should be scheduled during non-school duty months; however, if use of sick leave for purposes of elective surgery during the school year is necessary, it shall require a recommendation from a medical physician to be presented and approved by the principal 30 days prior to the proposed procedure.

Subd. 2. The unused portion of the 15 days for sick leave shall be allowed to accumulate to a total of 115 days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to the teacher's credit. In the event that a teacher with an illness exhausts his/her current accumulated sick leave, and has lapsed sick leave recorded to his/her credit, additional sick leave shall be granted by the Superintendent/designee upon valid medical documentation, to the extent required by the teacher's illness, but not to exceed the total amount of his/her lapsed sick leave.

Subd. 3. After 115 days are accrued, a maximum of 5 days per year of unused sick leave above the 115 days will be reimbursed at \$50 per day with the money being paid to the teacher in the last pay period of the fiscal year. Days for which payment (up to the 5-day maximum) is received will be considered used and shall not be recorded to the teacher's credit.

Subd. 4. From accumulated sick leave, up to 20 days annually, with full salary, may be used each year in case a teacher is absent because of illness in the "immediate/extended family." When some other relative or person has status of a member of the immediate/extended family, this fact should be presented to the Superintendent and consideration given to invoke Subdivision 3.

Subd. 5. Employees using personal sick leave under this section may be required to furnish a statement from a medical practitioner upon the request of the supervising principal when the administrator has reasonable cause to believe that an employee has abused or is abusing sick leave. Such a request to furnish a statement from a medical practitioner shall be in written form. The written request shall state the reason(s) for the request as well as the period of time for which the employee will be required to furnish the statement. All such requests can only be made after an initial personal oral or written concern expressed by the supervising principal.

Any sick leave documentation which shows the specific reasons for use shall be restricted to persons on a need to know basis.

Subd. 6. No sick leave provisions shall apply to a teacher who is injured while in the employment of another employer during the school year.

Subd. 7. If injured while on school duty, sick leave will apply as provided above except that the amount of workers' compensation for loss of time paid to the teacher will be subtracted from the sick leave

paid by the School District until said accumulated sick leave has expired.

Section 2. Personal Leave: Teachers are eligible for up to 3 personal leave days per year based upon FTE status, non-accumulative, to conduct business, participate in family occasions, and take care of emergencies and/or appointments that could not be done at a time other than during the school day/year.

Process:

- A. Written requests for or notices of personal leave must be made to the supervising principal at least 3 days in advance.
- B. No reason needs to be given for a teacher requesting personal leave, although the teacher may share that reason with the supervising principal if they choose to do so.
- C. The supervising principal has the authority to disallow a personal leave request should, in his/her estimation, granting of such leave impair the learning process of students.
- D. In case of an emergency, the supervising principal shall approve the request at his/her discretion.
- E. All personal leave days left at the end of the school year shall be reimbursed at a rate of \$200 per day based upon FTE status with the money being paid to the teacher in the last pay period of the fiscal year.

Section 3. Bereavement Leave: Up to 4 days of bereavement leave per occurrence, noncumulative, shall be granted for death in the immediate/extended family of the teacher or teacher's spouse.

Section 4. Family Leave: A teacher may be eligible for family leave as described below:

Subd. 1. A family leave may be granted by the School District, subject to the provisions of this section and in accordance with provisions of Federal guidelines under provisions of the Family Medical Leave Act, to 1 parent of an infant child, natural or adopted, provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for family leave shall inform the Superintendent through Frontline of intention to take the leave at least 3 calendar months before commencement of the intended leave.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability associated with the pregnancy as determined by the attending physician. However, a teacher shall not be eligible for sick leave during the period of time covered by a family leave.

Subd. 4. The School District may adjust the proposed beginning or ending date of a family leave so that the dates of the leave are coincident with some natural breaks in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. When this adjustment necessitates setting a beginning date prior to a disability period, this adjustment shall not result in loss of the disability benefits. The availability of a substitute teacher may also be considered by the School District in the granting of a family leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a family leave, the School Board shall not, in any event, be required to:

- A. grant any leave more than 12 months in duration, including sick leave,
- B. permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from family leave shall be re-employed in a position for which he/she is licensed, unless previously discharged or placed on unrequested leave of absence.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. A teacher who returns from family leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for family leave.

Subd. 9. A teacher on family leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. School District premium contributions to insurance benefits shall continue in accordance to terms of this Agreement. A teacher on approved family leave who chooses to extend such leave beyond Federal guidelines shall be responsible to pay full costs of insurance on a monthly basis following a period of three (3) months (inclusive of FMLA). The right to continue participation

in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Subd. 10. Leave under this section shall be without pay.

Section 5. Adoption Leave: If the reason for the child care leave is occasioned by adoption, a teacher may utilize up to 10 days of sick leave for purposes such as preparation and legal reasons, necessary travel, receiving of the child(ren), and initial adjustment.

Section 6. Jury Duty: Teachers shall be excused from school for jury duty when they are summoned to serve. Any teacher who serves on a jury in a local, state, or federal court will be granted paid leave (minus any jury pay, excluding expense reimbursement) for the period of his/her actual jury service. Teachers shall reimburse the School District for jury pay within 10 days of receipt of jury pay. Teachers who will be absent from work to serve on a jury must notify their immediate supervisor in advance.

Section 7. Military Leave: Military leave shall be granted pursuant to current applicable law.

Section 8. Volunteer Duty for Compensated Service: Teachers shall be excused from school for volunteer duty for compensated service such as presenting at a conference or adjudicating an event. Any teacher who serves in this capacity will be granted paid leave for the period of his/her actual service. Teachers who will be absent from work to serve in this capacity must notify their immediate supervisor in advance or it will result in the loss of a personal day or as a short-term day without pay.

Section 9. Leaves of Absence: The School Board agrees to give consideration to requests from individual teachers for leaves of absence without pay or fringe benefits and consistent with provisions of FMLA.

Section 10. Deductions for Leaves of Absence: Deductions for days missed beyond the days authorized for leaves of absence will be made at the rate of 1/185<sup>th</sup> of the respective teacher's contracted annual teaching salary. Days missed because of weather or road conditions when school is in session shall be considered unauthorized absences, unless personal leave is taken.

Section 11. Unpaid leave and Seniority Credit: Unpaid leaves of less than 1 full school year will not affect a teacher's years of experience or seniority credit. Unpaid leaves of 1 school year or more will be deducted from a teacher's years of experience total but will not impact the teacher's original seniority date if the teacher was on an approved leave.

Section 12. Professional Leave: The School District may approve professional leave with no deduction of salary for teachers to attend professional meetings, conventions, visitations, and other education related events. No deduction will be made from teachers' accumulated leave for Professional Leave.

Section 13. Unpaid Leave: A teacher may be granted a leave of absence without pay not to exceed three (3) days per year without accumulation at the discretion of the Superintendent provided that the teacher has utilized all personal days as defined by Article 8 Section 2 and presented the request for said days through Frontline at least ten (10) school days prior to the date of the leave. In emergency situations, the superintendent or designees may in his/her discretion make an exception to the provisions in this subdivision.

Section 14. Eligibility for Leave: Full leave benefits provided in this article shall apply only to full-time teachers as provided in ARTICLE III, Section 2. Part-time teachers who are employed an average of at least 20 hours per week and 150 days in a school year shall be eligible for partial benefits proportional to the extent of their employment, except as limited by ARTICLE XI, Section 7.

## **ARTICLE IX UNREQUESTED LEAVES OF ABSENCE (ULA) AND SENIORITY**

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. or M.S. 122A.41, Subd. 14a., which article, when adopted, shall constitute the required plan for ULA

because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

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

Subd. 1. Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd.1. or M.S. 122A.41 Subd.1(a).

Subd. 2. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

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

For seniority purposes, teachers serving on special assignments as coordinators, consultants, peer coaches, etc. should be placed on the seniority list according to their licensure area(s).

Section 3. ULA:

Subd. 1. Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the contract year.

Subd. 2. Notice: Teachers placed on such leave shall receive notice by April 1st of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement: Tier 3 and Tier 4 continuing contract teachers shall be placed on ULA in inverse order of seniority, as calculated by their first date of continuing service. A teacher may be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8. or M.S. 122A.41, Subd. 5.; however, before such placement, the supervising principal, Superintendent, and a Union representative shall meet to discuss the situation involving the "Teacher Improvement Plan" and the teacher who is on the plan.

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

Subd. 5. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be:

- A. Years of full-time service in teaching,
- B. Highest academic degree attained,
- C. Total number of assignable teaching license areas, and
- D. Most recent summative evaluation outcome.

Subd. 6. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, more senior teachers may be moved (or realigned) to a different licensure area to accommodate a less senior teacher, if it would result in a lesser senior teacher being placed on ULA.

Section 5. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the

ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

#### Section 6. Reinstatement:

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

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

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. A teacher placed on ULA shall have rights to reinstatement for a period of five years, until the teacher is fully reinstated, or until they are reinstated to a position equivalent in full-time equivalency (FTE) to what they were previously employed.

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

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

Subd. 1. Preparation: The School Board shall annually cause a seniority list to be prepared from its records. The seniority list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by Tier. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School District and email notification will be provided to teachers when the list is initially posted.

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

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

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

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

#### Section 10. Procedure:

Subd. 1. Challenge: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40 or M.S. 122A.41 and the grievance procedure.

Subd. 2. Notice to teachers: Following school board action on discontinued positions and school

board action proposing placement of teachers on ULA, each individual teacher proposed for placement on ULA shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's proposed placement action.

## **ARTICLE X CAREER LADDERS**

Teacher salary additions will be based on career ladders. These career ladders include mentored teachers, career teachers, mentor teachers, leadership teachers, peer coach teachers, and Q COMP Coordinator. Teachers may participate in no more than 3 of the career ladder options listed below. In special circumstances, teachers may participate in more than 3 of the career ladder options listed below with prior approval from the Superintendent/designee.

Section 1. Teacher Leadership: The District and the Association recognize the importance of providing leadership at all levels of the school organization. Therefore, we are committed to working together in a collaborative working environment that promotes high student achievement and a positive work environment. A teacher who serves on the Site Leadership Team, Activities Leadership Team, "Special Education Leadership Team, Continuing Education Committees or mentor teacher shall receive compensation at a rate of \$500 per school year, said compensation to be pro-rated over the year. Successful participation is based upon active involvement with no more than 1 absence without prior approval by building principal and no more than one (1) unexcused tardy. This compensation shall not be added to base salary.

Subd. 1. Posting notification for leadership positions shall be given by March 15 of the school year with application deadline no later than April 1.

Subd. 2. Site Leadership Teams will consist of the following with a minimum of 1 grade level representative per grade level: the PreK Team will have 4 members, the Park Side Team will have 4 members, the Southview Team will have 6 members; the Middle School Team and the High School Team will each have 8 members; the MATEC Team will have 2 members; the Activities Team and the Special Education Team will each have 8 members; and the Continuing Education Team will consist of one member per building. Selection will be as follows:

- A. Site Leadership Team - 50% of the team will be selected from completed applications by the learning level teachers through an electronic ballot. The remainder of the team will be selected by the respective learning level administrator from the completed applications. If not enough applicants have applied to fill the team, the administrator will complete the remainder of the team with learning level teachers.
- B. Activities Team - 50% of the team will be selected from completed applications by activities directors/coaches through an electronic ballot. The remainder of the team will be selected by the School District's activities director from the completed applications. If not enough applicants have applied to fill the team, the administrator will complete the remainder of the team with activities directors/coaches,
- C. Special Education Team - 50% of the team will be selected by special education teachers through an electronic ballot with the remainder of the team being selected by the Superintendent's designee from the completed applications. If not enough

applicants have applied to fill the team, the Superintendent's designee will complete the remainder of the team with special education teachers.

- D. Continuing Education Team - A Continuing Education Committee, shall be composed of one member from each building. The team member for each building shall be selected through an electronic ballot. If there are not enough applicants, the Superintendent and the EA president will complete the remainder of the team by appointment.

Subd. 3. The Site Leadership Team, Activities, Special Education, and will all be 1 year based on the school year. The Continuing Education Team selection process is based on the MEA constitution. However, if a team member should resign from the School District or otherwise be deemed unable to fulfill the term by the team, the respective team will meet to fill the vacated term.

Subd. 4. Notification of selection will be by August 1.

Section 2. Mentorship: A mentor teacher shall be assigned to teachers new to the School District for a minimum of 1 school year and a maximum of 3 school years, such assignment made by representation which may include the learning level principal, learning level site team members, and the Superintendent's designee. For reassigned teachers, a mentor teacher may be assigned to the teacher for a minimum of 1 quarter of the school year and a maximum of 1 semester of the school year, such determination for a mentor assignment shall be made by representation which may include the learning level principal, learning level site team members, and the Superintendent's designee. The assignment will be made consistent with the job responsibilities written for mentor teachers. The specific length of the mentorship may vary and will not terminate without the mutual consent of the mentor, the mentored teacher, and learning level principal. Compensation for mentors will be calculated based on the length of the term of the assigned mentored teacher. The "mentor" is a career teacher who has applied for and/or been selected to engage in and conduct mentoring for the mentored teachers. Mentor teachers have demonstrated proficiency in research based instructional practices which may include a performance review, peer recommendations, professional experience, education attainment, or an action research curriculum developed project. The mentor will also be required to participate in mentor training sessions.

Section 3. Mentored Teacher: The "mentored teacher" is a teacher who is, according to Minnesota Statute, a probationary teacher or teacher who has been reassigned within the School District.

Section 4. Career Teacher: The "career teacher" is a teacher who has completed the mentoring program and has sufficient skills to begin serving as a coach or as a mentor, however, elects not to practice coaching and mentoring. The career teacher is a part of the professional learning community focused on site level improvement and systems goals.

Section 5. Peer Coach: A "peer coach" is a career teacher who leads a professional learning community focused on targeted professional development needs aligned to School District continuous improvement goals. The peer coach will work with the building principal and the Q COMP Coordinator in utilizing educational best practices in the PLC to be implemented in the classroom. The peer coach is selected through an application process by the "Q COMP Coordinator," Association representative, and learning level principal. The peer coach shall be compensated at a rate of \$ \$1,000, said compensation to be paid over the year through the payroll system. This compensation shall not be added to base salary for purposes of computing base salary for subsequent years. This assignment shall include up to two (2) days of training prior to the beginning of the school year to be compensated according to Table A: Casual Employment.

Section 6. Q COMP Coordinator: The "Q COMP Coordinator" provides education and training for each "Peer Coach" related to use of data to determine educational best practices for the PLC's. The "Q COMP Coordinator" will collaborate with the respective learning-level principal and "Peer Coaches" to monitor progress of the learning communities. The "Q COMP Coordinator" will complete all state Q COMP reporting and activities. Additionally, the "Q COMP Coordinator" will work with the learning level principal in the application, hiring, and assignment of "Peer Coaches." The "Q COMP Coordinator" will coach

all "Peer Coaches." The "Q COMP Coordinator" will be selected by an application and interview process by the Superintendent, Superintendent's designee, and an Association representative. The "Q COMP Coordinator" will not receive additional compensation, but would be granted up to .5 FTE release time. The Q COMP Coordinator is not eligible to serve as a peer coach.

Section 7. Q COMP Oversight Committee: The "Q COMP Oversight committee" will be comprised of the Superintendent, the Director of Teaching and Learning or other administrator designated by the superintendent, the learning level principals, the Association president, the Association chief negotiator, Q COMP Coordinator and peer coach representatives. Peer coach representatives shall be appointed by Superintendent, the Director of Teaching and Learning or other administrator designated by the superintendent, the learning level principals, the Association president, the Association chief negotiator and Q COMP Coordinator. Membership on this committee is not a compensated position.

## **ARTICLE XI TEACHER COMPENSATION**

All compensation listed as "added to base salary" shall be calculated on a pro-rata F.T.E. basis. All compensation listed as "lump sum" and/or "not added to base salary" will be paid regardless of F.T.E. status.

Section 1. Career Commitment: Compensation will be provided at a level that will ensure the School District's ability to obtain and retain highly trained and professional teachers while providing teachers with an opportunity to maximize their earning potential.

Subd. 1. Basic compensation: For the 2021-2022 school year, teachers will receive \$1,000 added to base salary compensation. For the 2022-2023 school year, teachers will receive \$1,000 added to base salary compensation.

Subd. 2. New Teachers: Teachers newly employed by the School District who are new to the profession shall be compensated at an amount of \$43,750 for the 2021-2022 school year not to include the basic compensation increase in Subd. 1 above. For the 2022-2023 school year teachers newly employed by the School District who are new to the profession shall be compensated at an amount of \$44,750 not to include the basic compensation increase in Subd. 1 above.

Subd. 3. New Experienced Teachers: Teachers with 1 or more years of experience who are new to the School District, shall receive the basic compensation increase in Subd. 1 above during their first year of employment with the School District.

Subd. 4. New Teachers with Master's Degree: Teachers newly employed by the School District who are new to the profession and have attained a Master's Degree shall be compensated in accordance to Section 1 and Subd 2 of this article. Additional compensation may be considered per Subd. 5 Section B as determined by the Superintendent and/or designee upon review of credits and Master's degree program.

Subd 5. New Hire Salary Incentive: The school district may on occasion need to offer additional compensation. All additions to compensation as per this Subd. as mutually agreed upon shall apply as follows:

- A. New Teacher: New teachers maybe compensated as per Subd 2 and Subd 3 above and up to \$2,500. \$2,000 to be added to base compensation and \$500 to be compensated in a lump sum amount upon completion of Quarter 1 of the current school year.
- B. New Teachers with Master's Degree: Teachers newly employed by the School District who are new to the profession and have attained a Master's Degree shall be compensated in accordance to Section 1 and Subd 2 of this article up to an additional:
  - \$5,350 for Master's Degree Programs of 35 credits or less
  - \$6,250 for Master's Degree Programs of 36 to 44 credits
  - \$7,150 for Master's Degree Programs of 45 or more credits

The amount of compensation shall be determined by the Superintendent upon review of the credit requirements of the specific Master's Degree Program that the teacher obtained.

- C. New Experienced Teacher without a Master's Degree: New experienced teachers without a Master's Degree may be compensated according to the average compensation of other teachers with comparable experience and education up to \$3,600. \$2,700 to be added to base compensation and \$900 to be compensated in a lump sum amount upon completion of Quarter

1 of the current school year.

- D. New Experienced Teachers with a Master's Degree: New experienced teachers with a Master's Degree may be compensated according to the average compensation of other teachers with comparable experience and education up to \$4,700. \$3,600 to be added to base compensation and \$1,100 to be compensated in a lump sum amount upon completion of Quarter 1 of the current school year.

Subd 6. Retired and Rehired Teachers: Teachers who opt to retire from the District and are subsequently rehired as a teacher shall be compensated by applying the rate of pay as defined by Subd. 2 – New Teacher as the basis for compensation and shall not qualify for severance as defined in Article XV.

Section 2. Professional Development: The District and the Association recognize the importance of professional growth aligned with District initiatives toward the improvement of student achievement.

Teachers are encouraged to pursue advanced training that is directly related to their classroom assignments and/or advances individual knowledge and understanding of best practices. Any graduate credits paid for by the School District shall not be eligible for a teacher's continuing education pay increase.

Subd. 1. Continuing Education: To be eligible for reimbursement, the teacher must submit a written request to begin a master's degree program. The Superintendent must pre-approve the master's degree program by issuing a letter of approval. A teacher will receive an amount of up to \$1,500 per 9 semester credits added to base compensation for completion of credits received in the pursuit of a master's degree. A teacher will receive \$1,750 added to base compensation for the attainment of said degree. Teachers who have more than 10 years of teaching experience in education and who are not in a master's program may receive continuing education credit and compensation under the provisions of Subd. 2 below as if they had obtained a master's degree and under the provisions of Subd. 3 below. Compensation for completion of a Master's Degree is for the first degree only unless the said degree is determined to be germane to the teachers licensed assignment by the Superintendent.

Subd. 2. Continuing Education. A teacher will receive an amount of up to \$1,500 added to base compensation for completion of 9 semester graduate credits beyond the master's degree. To be eligible for additional compensation, the teacher must present a list of course descriptions, official transcript, and a description of how the coursework was used to improve classroom instruction to the "Continuing Education Committee." Additional compensation under this provision is continual in increments of 9 semester credits as defined under the provisions of Subd. 3 below.

Subd. 3. Continuing Education: Teachers will be eligible to receive compensation for 18 credits for the duration of the contract. Credits must be submitted to the Continuing Education Committee for approval. If the master's degree is attained before all credits are reimbursed, the attainment of degree compensation may be received, with the remainder of the master's degree credits compensation (in increments of nine credits) paid in the subsequent contracts. Credits and attainment of degree verification may be submitted by September 15 and/or January 15. Compensation for credits submitted by September 15 shall be following the regular October school board meeting and January 15 shall be following the regular February school board meeting.

Subd. 4. District Commitment: In recognizing the importance of retaining highly qualified teachers, a teacher remaining with the School District for a period of 5 years will receive a 1-time salary adjustment added to his/her base pay beginning in his/her 6th year in the amount of \$1,000. Teachers who remain in the School District for a period of 10 years and who have qualified for additional compensation under Subd. 1 or 2 above, or Section 4, Subd. 4 and 5 below, during this period of time will receive a 1-time salary adjustment added to his/her base pay beginning in his/her 11th year in the amount of \$1,000. Teachers who remain in the School District for a period of 15 years and who have qualified for additional compensation under Subd. 1 or 2 above, or Section 4, Subd. 4 and 5 below, during the previous 5 years will be entitled to a 1-time lump-sum payment in the amount of \$1,100 at the completion of their 15<sup>th</sup> year said compensation awarded by October 1 in the following school year. Those teachers who remain in the School District for a period of 20 years or more and who have qualified for additional compensation under Subd. 1 or 2 above, or Section 4, Subd. 4 and 5 below during the previous 5 years, shall be entitled to receive a one-time lump-sum payment in the amount of \$1,200 at the end of their 20th year and each successive 5-year period said compensation awarded by October 1 in the following school year.

Subd. 5. Advanced Degrees (Post Master's): To be eligible for reimbursement, the teacher must submit a written request to begin the degree program. The Superintendent must pre-approve the degree program by issuing a letter of approval. A teacher will receive a lump-sum amount of up to \$1,000 not

added to base salary for the attainment of the degree(s), said compensation awarded by October 1 in the following school year.

### Section 3. Educational Excellence and Accountability:

Subd. 1. Stipends: A teacher will be provided a stipend in the amount of \$75 for the 2021-2022 school year and \$75 for the 2022-2023 school year. This stipend will be given in a lump-sum amount and not added to base salary. To qualify for the stipend, the teacher must submit a request describing specifically how the stipend will be used to support his/her professional improvement. The amount may be accumulative to \$2,100.

Subd. 2. Faculty Expertise: A teacher who is requested by the School District or Learning Level Administration may receive an amount up to \$100 upon completion of a teacher presentation, workshop or teaching session. Compensation is to be given in the form of a lump sum payment and not added to base salary. Exclusions to this subdivision include members of a leadership team when the presentation is made as a direct result of membership on that team.

Section 4. Q COMP Compensation Structure: A teacher will be eligible to receive additional compensation for the participation in Q COMP-related activities at a rate of up to \$1,000 added to base on or before June 30<sup>th</sup> as defined below.

Subd.1. Site Improvement Plan Goals: A teacher will be eligible to receive additional compensation for the establishment and attainment of site improvement plan goals. These goals will be established through the collaborative planning of teachers and learning level principals and based upon established District goals. The site improvement plans and goals shall be established and submitted for School Board review and approval by the regularly scheduled October School Board meeting of each school year. The successful attainment of site improvement goals will be determined by a site self-assessment submitted to the School Board. Compensation for goal attainment shall be in the amount up to 15% of Q COMP compensation for the school year; said amount determined by the School Board. In the event that site improvement plan goals are not met, an amount equal to the difference between the award given by the School Board and this designated 15% of Q COMP compensation will be set aside for professional development for the site goal attainment in the subsequent year.

Subd. 2. Individual Learning Plan Goals Q COMP Q COMP Q COMP.  
The individual learning plan goals will meet the following qualifications:

- A. The goals will be established through collaboration between the teacher and an administrator and will be based upon site improvement plan goals, and individual teacher professional development. The "Individual Learning Plan" goals shall be established by the teacher and approved by an administrator no later than the end of term 1 of each school year.
- B. Goal attainment and action steps will be monitored on an ongoing basis through 2 peer observation sessions by a peer coach.
- C. A mid-year review of the goals will occur each year with the peer coach.
- D. A summative review of goal attainment will be conducted between the teacher and an administrator (as identified in A. above) to determine goal attainment.
- E. In order to be eligible to receive compensation as defined in this subdivision, a teacher must complete the "Individual Learning Plan" cycle as identified.
- F. Each teacher must identify 2 personal goals.
- G. Compensation will be 30% of Q COMP compensation.
- H. In the event that individual learning plans are not met, an amount equal to the difference between the award given by the School Board and this 30% of Q COMP compensation will be set aside in the site level professional development for goal attainment in the subsequent year.
- I. In the event of a disagreement whether the goal attainment has been achieved as referenced in D. above, said teacher may appeal the decision to the "Q COMP Oversight Committee."

Subd. 3. District Wide Achievement: Teachers will be eligible to receive additional compensation for the successful attainment of School District-wide goals and improved student achievement. The School Board, at its sole discretion, shall determine whether goals have been attained and overall student achievement and school performance have improved each school year. Based upon attainment of goals and improved student achievement and school performance, compensation for School District-wide achievement shall be in the amount up to 10% of Q COMP compensation. In the event that School District-

wide achievement is not met, an amount equal to the difference between the award given by the School Board and this designated 10% of Q COMP compensation will be reserved for district-wide professional development for the subsequent year in the district-wide staff development fund.

Subd. 4. Professional Learning Community (PLC) Participation: Teachers will be eligible to receive additional compensation for successful participation in a School District PLC. Successful participation is based upon active involvement with no more than 1 absence without prior approval by the learning level administrator and no more than 1 unexcused tardy in the PLC. Based upon participation in the PLC, compensation for PLC participation shall be in the amount up to 15% of Q COMP compensation. In the event that PLC participation is not achieved, an amount equal to the difference between the award given by the School Board and this designated 15% of Q COMP compensation will be set aside for professional development for the site goal attainment in the subsequent year.

Subd. 5. Professional Learning Community (PLC) Coaching/Observation: Teachers will be eligible to receive additional compensation for the successful participation in PLC peer observations by designated, trained peer observers within the School District PLC's. Successful participation based upon 2 completed peer observations, including the related pre- and post- conferences, and professional growth based on targeted instructional strategies. Based upon participation in the PLC coaching/observation process, compensation for PLC participation shall be in the amount up to 30% of Q COMP compensation. In the event that PLC coaching/observations are not met, an amount equal to the difference between the award given by the School Board and this designated 30% of Q COMP compensation will be set aside for professional development for the site goal attainment in the subsequent year.

Section 5. Checks: Compensation will be paid in 24 equal installments issued the 15<sup>th</sup> and the last regular day of business of the month, starting on or about August 31st. If the 15<sup>th</sup> or the last regular day of business of the month falls on a weekend or Holiday, the compensation shall be paid on the prior official business day. All compensation due the teacher for services rendered during the regular school year shall be issued and paid to the respective teacher prior to July 1 of the next fiscal year.

Section 6. Issuance of Contracts: All individual teaching contracts shall be issued no later than 20 days after ratification of the Master Agreement. The individual teaching contract shall comply with all terms and conditions of the Master Agreement.

Section 7. Definition of Short-term/Long-term Substitutes: Any teacher meeting the requirements set by the P.E.L.R.A. for belonging to the bargaining unit but not teaching full-time will be paid according to this provision for salary and fringe benefits. Long-term substitutes (101-185 days for the same teacher) shall be compensated according to Section 1 Subd. 2 above and shall qualify for those salary and fringe benefits in this Agreement. Short-term substitutes (30-100 days for the same teacher) shall be compensated according to Section 1. Subd. 2 above and shall not be eligible for leave and insurance fringe benefits in this Agreement. Homebound instructors and supplemental tutors shall be paid at a specified hourly or daily rate for salary, and they shall not be eligible for leave and insurance benefits in this Agreement.

## **ARTICLE XII EARLY CHILDHOOD FAMILY EDUCATION (ECFE)**

Section 1. ECFE Program: Pursuant to Minnesota Statute 122A.26 Subd.2, an ECFE teacher who teaches in an early childhood and family education program that is offered through a community education program and qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, Minnesota Statute 122A.26 specifically provides that such licensure shall not be construed to bring such an ECFE teacher within the definition of a teacher for purposes of Minnesota Statute 122A.40, Subd. 1.

Subd. 1. Conditions of Employment: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Subd. 2. Work Day/Work Year: Hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program. Preparation shall be provided consistent with ARTICLE VI, Section 2. Said time shall be provided, in accordance with the "ECFE Handbook."

Subd. 3. Applicable Articles: The ECFE teachers shall be covered by all articles in this Agreement save and except ARTICLES VI, VII, IX, and XIII. In computing sick leave under ARTICLE VIII, ECFE teachers will be afforded said leave on a pro-rated basis computed by dividing the annual contracted work hours by 1,480 and multiplying by 15. Sick leave may be accumulated from year to year up to 50 days.

Subd. 4. Compensation: Compensation for ECFE teachers shall be in accordance to ARTICLE XI, Section 1 Subd. 1; Section 3. Subd. 1; and, Section 4 solely. All compensation provided under Section 3 and Section 4 shall be on a pro-rated basis and determined by dividing the total hours of service in a year by 1,480 and then multiplying by the lump-sum granted under the terms and conditions of the section. In addition, ECFE teachers shall be eligible for health benefits as defined in ARTICLE XIV, Section 1 and Section 2 said benefits shall be provided at a pro-rated basis.

### **ARTICLE XIII EXTRA COMPENSATION**

#### Section 1. Extra-Curricular:

Subd. 1. A teacher will not ordinarily be assigned to the position of head coach in more than 1 activity unless recommended by the Activities Director and/or the Superintendent.

Subd. 2. The School District may make changes in extra-curricular assignments on a seasonal basis in accordance to Minnesota statute 122A.58. No change in extra-curricular assignments will be made after April 1 for fall activities or after 30 calendar days following the end of the activity season for winter and spring activities for the next school year except by mutual consent. The School District shall not be restricted from discontinuing a particular activity and thus discontinuing an assignment to that activity when the turnout of students at the end of the second full week of the season for that activity is below a reasonable number for athletic activities, a reasonable number of participants per coaching assignment shall be between 10 and 25. In the event that an activity is discontinued under this provision, the teacher will be compensated a pro-rata salary for the weeks worked. If, after 30 days following the end of the activity season, a teacher chooses to voluntarily discontinue service as a head coach or as an activity leader in an activity with no assistants or when no teachers volunteer to accept an assignment to an activity, the School Board reserves the right to refuse to accept the notice of discontinuance and/or assign a qualified teacher to such an activity, provided:

- A. Such assignment is made at least 60 calendar days prior to the start of the season. This timeframe may be altered in cases of emergency and/or if mutually agreed upon by the parties involved,
- B. The activity has sufficient student interest,
- C. The activity was offered the previous year.

Subd. 3. The payments for extra-curricular assignments shall be according to "Extra-Curricular Compensation Schedule."

- A. Credit for coaching/activity directing shall be allowed for experience outside of the School District.
- B. Each director/coach shall be paid as found on the table entitled "Extra-Curricular Compensation" based on the number of years of experience. Each director/coach shall move up 1 step after each year of experience for up to ten years. Beyond ten years the extra-curricular longevity will apply.

Subd. 4. In the event a director/coach of any extra-curricular activity is unable to perform said assigned duties, as determined by a medical doctor, for that current school year, according to the activity season structure, the director/coach will be compensated as follows:

- A. If the illness/injury occurs prior to the season's start, no compensation will be paid for services not rendered by the director/coach,
- B. If the illness/injury occurs during the first 1/2 of the season, the director/coach will be paid 1/2 of the compensation as set forth in the extracurricular compensation schedule,
- C. If the illness/injury occurs during the last 1/2 of the season, the director/coach will be paid full compensation as set forth in the extra-curricular compensation schedule.

A certification of illness/injury by the attending physician may be requested by either party to determine the ability or inability to perform said duties. This certification should be requested within 10 school days after an injury or illness occurs.

## Section 2. Early Childhood Special Education Birth to Three Summer Services

Federal IDEA, Part C, Section 303.310, mandates a year round program and services for ECSE children ages birth to three years. Services included are: service coordination, home visits, ongoing assessment, parent meetings and evaluations. The multidisciplinary team can consist of any combination of the following: ECSE teacher, Physical Therapist, Occupational Therapist and Speech Language Clinician.

Any teacher rendering services in this category, under this agreement, who is employed for more than the standard school year, shall receive additional compensation at their regular hourly rate of pay or \$25 per hour, whichever is greater, for the additional time worked. However, any services performed in connection with Table A: Other Compensation, including but not limited to extra-curricular activities, summer school, curriculum development, Extended School Year and drivers training are excluded from this provision.

Section 3. Casual Employment: Teachers shall be paid for casual employment assignments according to "Table A". The assignments for which payment will be made are as follows: crowd control, athletic events, concerts and plays, timers, scorers, judges for track and field meets, announcers at athletic events, chain crews for varsity football games, ticket sellers, ticket takers, chaperones for school dances, chaperones for school parties, chaperones for student buses, game officials for middle school athletic events, and other like duties assigned by the supervising principal. In the event that volunteers are not sufficient to cover these assignments, the supervising principals shall be authorized to assign teachers from a rotating list of teachers in their building with the understanding that no teacher shall be so assigned more than 6 times during the school year.

Section 4. Other School Activities: Club activities, etc. are to be planned and developed under the direction and approval of the administration. The number of hours involved along with the interest of students, and the purposes, objectives, and achievements of each club or group will determine whether or not compensation will be paid. This will be a flexible situation needing approval of the administration and as reported to the School Board. Teachers currently employed will not be assigned as advisors under this section except with their consent.

Section 5. The School District's Right to Hire: If, after review of all internal and external candidates to provide casual employment or to serve as coaches/directors of School District activity programs, the School District determines the most qualified candidate is not a member of the bargaining unit, the rate of pay for that coach/director shall not exceed the maximum compensation allowed for that activity as listed in SCHEDULE C and in accordance to the provisions provided for under Section 1., Subd.3(b) above.

Section 6. Resignation Any tenured teacher who resigns from the School District by April 1 will be paid for unused, accumulative leave, up to a maximum of 10 days. Payment will be \$50.00 per accumulative sick leave day and will be made no later than 30 days after the resignation takes effect. Teachers, except those on medical leave, who resign after June 30 effective at the end of that school year shall be subject to the actual costs for securing a replacement not to exceed \$500.

## **ARTICLE XIV GROUP INSURANCE AND ANNUITIES**

Section 1. Health and Hospitalization Insurance: The School District shall contribute an amount as stipulated in "Table A" toward the premium for individual and family coverage for all teachers who qualify according to the school district's health insurance plan and are enrolled in the School District group health and hospitalization plan that has been recommended by the District Insurance Committee and selected by the School Board. Employees shall work a minimum of 30 hours per week in order to be eligible for benefits under any district insurance plans. Employees enrolled as of July 1, 2021 who do not meet the 30 hours per week requirement will be eligible to maintain their current coverage. School District contributions for employees who work less than 1.0 FTE status will be on a pro-rated basis. Any additional cost of the premium above the School District's contributions shall be borne by the teacher and paid by payroll deduction.

In the event that one member of the bargaining unit (Spouse A) is married to another member of the same bargaining unit (Spouse B), Spouse A shall be entitled to the School District contribution in an amount as stipulated in "Table A" toward the premium for family coverage if Spouse A qualifies according to the School

District's health insurance plan and is enrolled in the School District's group health and hospitalization plan. Spouse B shall be entitled to combine with the contribution to Spouse A the School District contribution in an amount up to that stipulated in "Table A" toward the premium for single coverage if Spouse B qualifies according to the School District's health insurance plan and is enrolled in the School District's group health and hospitalization plan. In no event shall the combined School District contribution to Spouse A and Spouse B exceed the total premium for the plan elected.

Section 2. Dental Insurance: The School District shall contribute an amount as stipulated in "Tables A" toward the premium for individual and family coverage for teachers who qualify according to the school district's dental insurance plan and are enrolled in the School District group dental insurance plan that has been recommended by the District Insurance Committee and selected by the School Board. Coverage shall be as outlined in the "Dental Benefit Program Summary." School District contributions for less than 1.0 FTE status will be on a pro-rated basis. Any additional cost of the premium above the School District's contributions shall be borne by the teacher and paid by payroll deduction.

Section 3. Flexible Benefit Plan: The School District shall adopt the "Independent School District #413 Flexible Benefits Plan," which shall cover such teachers so qualified. The cost of implementing and operating the plan shall be the responsibility of the School District.

Section 4. Long-Term Disability: The School District shall pay the total premium for long-term disability insurance for all full-time (30 hours or more per week) teachers who qualify and are enrolled in the School District group disability plan that has been selected by the School Board.

Section 5. Term Life Insurance: The School District shall pay the total premium for term life insurance for all full-time (30 hours or more per week) teachers who qualify and are enrolled in the School District group life plan that has been selected by the School Board. The School District shall provide all full-time teachers with a \$50,000 term life insurance group policy to be paid for by the School District.

Section 6. Annuities: Tax-sheltered annuity deductions will be provided based on existing state and federal laws, upon the official, signed request of the teacher. Tax-sheltered annuities as amendments to individual teaching contracts or compensation agreements will be permitted for 22 equal payments when started September 30<sup>th</sup>. Annuities started after October must run to the end of the teacher's individual teaching contract year and then be for 11 months thereafter.

Section 7. Voluntary Employee Beneficiary Association (VEBA):

Subd. 1. If the District's Flex and VEBA Plan would become the same provider, eligible health expenses will be paid from the flex account funds first until a teacher's flex account is exhausted and then from the VEBA account.

Subd. 2. Benefits provided through the VEBA. The School District shall provide the following welfare benefit arrangement through the VEBA Plan: *The Health Reimbursement Arrangement for Active Teachers.*

Subd. 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active teachers shall be paid by payroll deduction. Administrative fees allocable to the individual accounts of former teachers, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

Subd. 4. Contributions to the Active Employees' Plan: The School District will make a monthly contribution (September thru May) to individual accounts under the "Health Reimbursement Arrangement for Active Teachers" for qualifying teachers in accordance with the following schedule:

- A. \$900.00 (\$100.00 per month September - May) for each qualified teacher who elects single VEBA coverage under the group health and hospitalization plan,
- B. \$1,800.00 (\$200.00 per month September - May) for each qualified teachers who elects family VEBA coverage under the group health and hospitalization plan,

If a qualified teacher enters the "VEBA Plan" as a participant on a date after the first day of the "VEBA Plan" year, the School District shall pro-rate the amount of the School District contribution to reflect the late entry.

All contributions on behalf of a "VEBA Plan" participant shall cease on the date the participant is no longer employed by the School District. In the event that the deductible provided for in the high deductible health plan increases, the School District's contribution on behalf of the "VEBA Plan"

participants shall be shared equally with the teacher starting on the effective date of the deductible increase.

Teachers who do not elect coverage under the VEBA group health plan shall not be entitled to receive the School District's contributions to the "VEBA Plan."

## **ARTICLE XV SEVERANCE**

Section 1. Severance: To participate, teachers who are at least 55 years of age shall be in accordance to the provisions of this article upon submission of a written resignation accepted by the School Board.

Subd. 1. Eligibility for Severance: This article shall apply only to teachers hired prior to July 1, 1999, as set forth in ARTICLE VII, Section 1.

Subd. 2. Computation of Severance: Teachers who have accumulated unused sick leave will be granted up to 100 days of said leave to be transferred to a health care savings account. The value of these days will be calculated as defined in ARTICLE XV, Subd. 3 below.

Subd. 3. Daily Rate Computation: In applying these provisions, a teacher's daily rate of pay for unused sick leave shall be equal to the basic daily rate of pay at the time of retirement, exclusive of extra-curricular pay and/or extended employment. (Base Salary/185)

Subd. 4. Severance Pay Schedule: All retiring teachers who are eligible for severance pay under this article shall have all such funds deposited in their health care savings plan accounts in accordance with plan documents as adopted by the School District. Payment of claims for health care expenses shall be subject to federal and state law and the plan documents as provided in the "Trust Agreement and Health Care Savings Plan" documents. Severance payments provided above shall not be made directly to any teacher but rather shall be deposited by the School District into the teacher's health care savings account.

Subd. 5. Payment Schedule: The amount payable following termination of employment to each eligible teacher shall be paid in full by June 30.

Subd. 6. A teacher retiring early and who has expended severance pay as determined in Subd. 4 above may at his/her own expense continue to receive any health benefits in accordance to Minnesota Statute 471.61.

Subd. 7. Severance Sunset: Severance as provided in this section does not apply to those teachers who retire after June 30, 2023.

Section 2. 403(b) Matching Contribution Plan: Beginning July 1, 1999, teachers with the School District as defined in this section shall be eligible to participate in a 403(b) matching contribution plan pursuant to Minnesota Statute 356.24.

Subd. 1. Eligibility: The School District will match eligible annual teacher contributions based on the following years of teaching experience within the School District:

0 to 4 years	\$380
5 to 9 years	\$560
10 to 14 years	\$800
15 to 19 years	\$1040
20 to 24 years	\$1400
More than 24 years	\$1700

(Note: Teacher and School District contributions to be made on a bi-monthly basis).

The School District shall contribute annually an amount equal to the amount contributed by the teacher up to the maximums as defined in this subdivision. Those teachers working less than full-time as defined in Article XV Section 1. shall be eligible on a pro-rata basis.

Subd. 2. Maximum Contribution: The maximum career matching contribution by the School District shall not exceed \$40,000.

Subd. 3. Participation: In order to participate, a teacher must submit to District Payroll a salary reduction authorization agreement prior to September 25 of any school year. Changes in the amount of the contribution may be made only once per year, on or before September 25 for implementation at that date.

Subd. 4. Teachers on Leave Eligibility: Teachers on unpaid leave of absence may continue participation in the 403(b) plan but shall not be eligible for School District contribution.

Subd. 5. Severance Participation: Teachers may elect to participate in the 403(b) plan as described in this section or continue to be covered under the current severance language of Section 1 above. If the teacher is eligible to participate in both programs, the School District shall subtract any amount paid to the teacher's 403(b) matching contribution plan from the amount a teacher would be guaranteed under the provisions of Section 1, Subd. 2 and 3 above. At the time of severance from the School District, the teacher would receive in severance an amount in the form of a contribution to the health care savings plan calculated by computing the difference between the School District's contribution to the 403(b) plan and the amount guaranteed under the above referenced section of this article.

Subd. 6. Annual District Contribution Cap: The School District's maximum contribution toward the 403(b) plan shall not exceed \$149,500 for the 2021-2022 school year and \$149,500 for the 2022-2023 school year. In the event the total amount of eligible matching payments made by all teachers in the plan exceeds the amount available for School District contribution in either fiscal year, the School District's contribution will be pro-rated among those teachers so that the School District's total contributions to the deferred compensation plan will not exceed the amount available for that fiscal year. In the event pro-rating is necessary, all teachers participating in the program will receive a pro-rated portion of the dollars available. For example, if the amount available represents 90% of the amount needed, all teachers would receive 90% of the matching contribution for which they are eligible.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

Section 1. Definition: "Grievance" means an allegation by a teacher or the Association resulting in a dispute between the teacher or the Association and the School District as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf. Nothing in this Agreement contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association.

Section 3. Time Limit: All time limits in this procedure shall refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law. During vacation periods, the time limits of various steps in the grievance procedures shall be enforced unless altered by mutual agreement. Reasonable effort must be made to ensure that all parties receive necessary notices during vacation periods. The filing or service of any notice or document required in this article shall be timely if it bears a postmark of the United States mail within the time period. The number of days indicated at each level should be considered a maximum time limit and every effort should be made to expedite the process.

Section 4. Time Limitation and Waiver and Denial: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from 1 level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its representative to issue a decision within the time periods provided shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 5. Procedure: An effort shall be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee. Should informal processes fail to satisfy the grievant(s) and the School District's designee, then a grievance may be processed as follows:

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

Subd. 2. Level II. In the event the grievance is not resolved in Subd. 1 (Level I) above, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 5 days

after receipt of the decision in Subd. 1 (Level I) above. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Subd. 2 (Level II) above, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5 days after receipt of the decision in Subd. 2 (Level II) above. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Subd. 1 (Level I) or Subd. 2 (Level II) above provided the School Board or its representative notifies the parties of its intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. If the School Board denies a grievance pursuant to this action, the grievant shall, if dissatisfied with the decision, move directly to arbitration pursuant to Section 7 below.

Section 7. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance shall be submitted to arbitration as defined in this article:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within 10 days following the decision in Subd. 3 (Level III) above.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. The request shall ask that the appointment be made within 30 days after the receipt of said request. Following a failure of the parties to agree upon an arbitrator, should the grievant fail to request an arbitrator from BMS within the time periods provided in this article, such failure shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within 5 days after notice of appointment, or at the time of the hearing, forward to the arbitrator, with a copy to the School Board. The submission of the grievance which shall include the following:

- A. The issues involved,
- B. Statement of the facts,
- C. Position of the grievant,
- D. The written documents relating to Section 5 above.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decisions: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A..

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. The cost of the transcript or recording shall be borne by the party requesting the same.

Subd. 8. Jurisdiction: The arbitrator shall have no power to alter the terms of this Agreement. However, the arbitrator is empowered to include in any award such financial reimbursement as judged to

be proper.

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

**ARTICLE XVII  
DURATION OF AGREEMENT**

Section 1. Term: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A.

Section 2. Reopening Negotiations: If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent pursuant to the P.E.L.R.A. no later than May 1, 2023. Unless otherwise mutually agreed the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

Section 4. Past Practice: This Agreement includes the complete understanding between the parties. Whatever past practices of the School Board may have been with respect to compensation, hours worked, and conditions of employment, these practices are hereby acknowledged by the Association to have terminated and are no longer binding on the School Board upon execution of this Agreement.

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

For: the Association

For: the School District

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Chief Teacher Negotiator

\_\_\_\_\_  
Chief School Board Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Table A: Other Compensation**

1. Dental Insurance- Single 100%; Teacher + 1 100%; Family \$700 for the 2021-2023 school years.
2. Health Insurance- Single, as shown below; Family, as shown below
3. Disability Insurance- 100%
4. \$50,000 Term Life Insurance- 100%
5. Mileage- Per IRS Regulations
6. Supplemental Assignments: (i.e. Curriculum Work; Summer School Teaching, and other supplemental assignments) - \$29.00 per hour
7. Tutors - \$22.00/hr.
8. Casual Employment- \$25.00 per event
9. Substitute Teaching (when required to give up a preparation period) - \$50.00

**District Health Insurance Plan Contribution:**

	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
Single	\$6,539	\$6,839
Family	\$12,862	\$13,462

**Extra-Curricular Compensation**

Extra-curricular compensation shall be made according to the tables below.

	<b>2021-2022</b>	<b>2022-2023</b>
<b>Yr</b>	<b>Steps</b>	<b>Steps</b>
1	\$32,090	\$32,732
2	\$32,948	\$33,607
3	\$33,805	\$34,481
4	\$35,151	\$35,854
5	\$36,376	\$37,104
6	\$37,722	\$38,477
7	\$39,193	\$39,977
8	\$40,786	\$41,602
9	\$42,378	\$43,225
10	\$44,582	\$45,474

Those directors/coaches who remain in an extra-curricular assignment for a period of 10 years or more shall be entitled to receive a one-time lump sum payment in the amount of \$400 at the conclusion of their 13<sup>th</sup> season and after each successive 5-year period. Said compensation shall be awarded at the conclusion of the extra-curricular assignment.

<b>Activity</b>	<b>Category 1 Activities</b>	<b>Position</b>	<b>% of Base</b>
Baseball		Head Varsity	13
		Varsity Asst.	9
		B-Squad	9
		9 <sup>th</sup> Grade	9
Basketball		Head Varsity	13
		Varsity Asst.	9
		B-Squad	9
		9 <sup>th</sup> Grade	9
		Junior High	4
Football		Head Varsity	13
		Varsity Asst.	9
		B-Squad	9
		9 <sup>th</sup> Grade	9
Gymnastics		Head Varsity	13
		Varsity Asst.	9
Hockey		Head Varsity	13
		Varsity Asst.	9
		JV	9
Soccer		Head Varsity	13
		Varsity Asst.	9
		JV	9

Softball	Head Varsity	13
	Varsity Asst.	9
	B-Squad	9
Swimming	Head Varsity	13
	Varsity Asst.	9
Dance Team	Head Varsity	13
	Varsity Asst.	9
	JV	9
Volleyball	Head Varsity	13
	Varsity Asst.	9
	B-Squad	9
	9 <sup>th</sup> Grade	9
	Junior High	4
Wrestling	Head Varsity	13
	B-Squad	9
	Junior High	4
Cross Country	Head Varsity	13
	Varsity Asst.	9
Track	Head Varsity	13
	Varsity Asst.	9
	Junior High	4
Golf	Head Varsity	13
	Varsity Asst.	9
	Junior High	4
Tennis	Head Varsity	13
	Varsity Asst.	9
Speech/Drama	Head Speech	13
	Asst. HS Speech	9
	Junior High Speech	4
Marching Band	Marching Band Head	13
	MB Asst.	9
	Junior High MB	4
	<b><u>Category 2 Activities</u></b>	
	Pep Band	6
	Asst. Pep Band	4
	Jazz Band	7
	Asst. Jazz Band	4
	Junior High Jazz Band	4
	Elem Jazz Band	2
	Jazz Choir (Roaring 20s – Hwy 23)	4

	Middle School Choirs	2
	BEATS	6
	Fall Musical Director	9
	Fall Music Director	6
	Fall Musical Orchestra	3
	Fall Musical Choreographer	3
	Spring Play	6
	Robotics – MSHSL sanctioned	4
	FFA	9
	Asst. FFA	7
	BPA	9
	Asst. BPA	7
	HS Math Team	4
	MS Math Team	4
	HS Knowledge Bowl	4
	MS Knowledge Bowl	4
	Prom Advisor	4
	<b><u>Category 3 Activities</u></b>	
	Weight room Coach	3
	HS Student Council	8
	MS Student Council	6
	MECLA Student Council	1
	HS Yearbook	8
	MS Yearbook	4
	Winter Color Guard	3
	National Honor Society	8
	Link Crew	8
	<b><u>Inactive Positions</u></b>	
INACTIVE	Athletic Trainer	10
	Video Production Coordinator	9
	Video Production Asst.	4
	Competition Cheer Head	3
	Competition Cheer Asst.	2
	Cheer Coordinator	3
	Visual Arts	4
	Junior High Tennis	4
	Fall Cheer Advisor	3
	Winter Cheer Advisor	4
	1-Act Play	4
	Show Choir	13
	Junior High Show Choir	4