2025-2027

MASTER AGREEMENT FOR LICENSED PERSONNEL

BETWEEN

Cass Lake Education Association

and

Independent School District No. 115
Cass Lake, MN 56633

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AGREEMENT

ARTICLE I
PURPOSE

Section 1. Parties: This Master Agreement is entered into between the School Board of Independent School District No. 115, Cass Lake, Minnesota, hereinafter referred to as the School District, and the Cass Lake Education Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers for 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 Cass Lake Education Association as the Exclusive Representative of teachers employed by the School District. The Exclusive Representative shall have those rights as prescribed by the P.E.L.R.A. and as described in the provisions of this Master Agreement.

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

ARTICLE III
DEFINITIONS

Section 1. Terms and Condition of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the teachers. In the case of teachers the term does not mean educational policies of a School District. The term is subject to the provisions of the P.E.L.R.A.

Section 2. Unit Member: The term, "unit member/s" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, or in a position providing instruction to children in a prekindergarten or early learning program or adult basic education program pursuant to MN Statutes 179A.03, or are otherwise defined as teachers in MN Statutes 179A.03, but shall not include the Superintendent, any assistant superintendent, principals, assistant principals, and teachers, who devote more than 50% of their time to administrative or supervisory duties, confidential employees, essential employees, and such other employees as may be excluded by law.

Section 3. Teacher: The term "teacher" shall mean a unit member who is either hired on a full-time or part-time basis by the School District pursuant to M.S. 122A.40, who is issued either an individual teaching contract or a notice of assignment pursuant to M.S. 122A.40, or who is in a position providing instruction to children in a prekindergarten or early learning program or adult basic education program pursuant to MN Statutes 179A.03, or are otherwise defined as teachers in MN Statutes 179A.03, and who is intended by the School District to be a regular classroom instructor. A full-time teacher is one who is contracted for both the entire duty day as described in ARTICLE XII, Section 1, and for the entire duty year as defined by the school calendar.

Section 4. Seniority

Subd. 1. Seniority for purposes of ULA: As defined in Article XIV, Section 7.

Subd. 2. Seniority for purposes other than ULA: Seniority applies to Tier 3 and Tier 4 teachers and commences with the first day of continuous teaching service in the school district. For seniority purposes, teachers employed as district-wide coordinators and consultants will be considered as part

of the subject matter area most closely related to the teacher's current assignment as determined by the district.

Section 5. Dean of Students: A person in a Dean of Students position, who does not hold a K-12 principals license, may assist a principal in performing their assigned duties. However, a Dean of Students is restricted in the performance of two duty areas: 1.) suspension/expulsion of students 2.) evaluation of staff.

Section 6. School District: For purposes of this Master Agreement, the term, "School District," shall mean the School Board or its designated representative.

Section 7. District Date Stamp (DDS): The District Date Stamp shall bear the signature and date of the Superintendent, Superintendent's secretary, or the business manager.

Section 8: Student to Adult Ratios: Student to Adult Ratios in the classroom is defined as the number of students present in a classroom, divided by the number of adults present in the classroom (teachers, para educators, etc.). The district and the exclusive representative recognize the need for reasonable adult to student ratios in the classroom in order to maintain a safe learning environment. Both parties agree that specific numbers may vary based on the age and needs of the students, and the type of education activity in which students are engaged.

Final Student to adult ratios will be consistent with school board policy.

Section 9. Other Terms: Terms not defined in this Master Agreement shall have those meanings as defined by the P.E.L.R.A.

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. Effects of Laws, Rules and Regulations: The Exclusive Representative recognizes that all teachers covered by this Master Agreement shall perform the teaching/professional services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders issued by the School Board. The Exclusive Representative also recognizes the right, obligations and duty of the School Board to promulgate rules, regulations, directives and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Master Agreement, and all provisions of the Master Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Master Agreement found to be in violation of any such laws, rules, and regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of district rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved in this agreement, and all managerial rights and managerial functions not expressly delegated in this Master Agreement are reserved to the School District.

ARTICLE V
TEACHER RIGHTS

Section 1. Right to Views: Pursuant to M.S. 179a.06, subdivision 1, nothing contained in this Master Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding 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 performance of the duties of employment or circumvent the rights of the Exclusive Representative, if there be one, nor shall it be construed to require any teacher to perform labor or services against his will.

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

Section 3. Request for Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off 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's organization in equal installments, beginning with the first pay period in October and ending with the last pay period in May.

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

Section 5. Teacher Reprimands and Discipline: The School District and Exclusive Representative agree that teachers shall be entitled to have present a representative(s) when they are being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

Section 6. Staff Development: The School Board shall establish an advisory staff development committee to develop the School District staff development plan, assist site professional development teams in developing site plans consistent with the goals of the School District plan, and evaluate staff development efforts at the site level. A majority of the advisory committee and the site professional development team must be teachers representing various grade levels, subject areas, and special education. Teachers on both the School District and site committees shall be selected by the Exclusive Representative.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. 2025-2026 and 2026-2027 Salary Schedule: The wages and salaries reflected in Schedule A and Schedule B shall be a part of the Master Agreement for the 2025-2026 and 2026-2027 school years, respectively.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as part of a teacher's probationary or continuing contract and the School Board reserves the right to withhold increment and lane changes subject to the following criteria:

Subd. 1. Evaluation: The performance of the teacher shall be evaluated in writing at least three times during the year allowing sufficient time for correction.

Subd. 2. Evaluator: Evaluation shall be conducted by a licensed administrator.

Subd. 3. Documentation: Written evaluation reports shall be submitted to the teacher within five working days after the evaluation.

Subd. 4. Objection: The teacher may place written objection to the evaluation in his/her personnel file.

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

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be graduate credits germane to the teaching assignment according to the best judgment of the Superintendent. Classes designed to increase multi-cultural awareness or which address matters pertaining to minorities may be undergraduate level and count towards lane advancement.

Subd. 2. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent in writing, prior to the taking of the course.

Subd. 3. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each year providing an official transcript of qualified credits is submitted to the Superintendent's office no later than September 1st (salary effective September 15), or February 1st (salary effective February 15) of each year. Credits submitted by transcript after February 1st, even though otherwise qualifying, shall not be considered until the following school year. However, if an official transcript is not available by September 1st or February 1st, other satisfactory evidence of successful completion of the course will be accepted; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 4. Credit Calculations: Credits for movement on the salary schedule will be semester credits. Semester credits will count as one and one-half quarter credits.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree is germane to the teaching assignment, according to the best judgment of the Superintendent.

Subd. 6. Prior Schedule Placement: The rules contained in this section relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually paid for the prior year.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor, will be placed on the salary schedule as agreed upon between the School District and the teacher, provided that the experience has taken place within the past ten years.

Subd. 8. Vocational Experience: All vocational teachers shall be allowed to earn lane changes to BA + 10, BA +20 and BA + 30, subject to the following criteria:

A. Classroom, industrial schools, seminars, manufacturer's institutes, and workshop experience in the teacher's field or related field: 1 semester credit for each 18 hours of experience.

B. Ninety clock hours of trade school shall equal one semester credit.

C. Related work: 1 semester credit for each 112.5 hours, up to 450 hours per year.

D. No more than three semester credits may be earned in any one school year under the provisions of A, B, and C.

E. To be eligible for lane changes, all experience, clock hours, and related work must be approved by the Superintendent in writing prior to the time of the activity and must be germane to the teacher's assignment.

Subd. 9. Step Advancement: A teacher must be employed a minimum of 100 contract days in a school year to qualify for a salary step advancement. In order for a day to be considered under this provision, it must meet the following conditions:

A. At least five-eighths time per day.

B. Consecutive days.

Subd. 10. Job Share: Teachers who job share, with School Board approval, one-half time or more, shall receive a step advancement every other year. The teacher must apply to the business office for a step advancement by June 30th.

Subd. 11. Dean of Students Salary: The Dean of Students salary will be their base salary plus ten percent.

Subd. 12. Student Teacher Stipends: Stipend amounts for supervisory duties of student teachers shall be as follows:

A. One quarter: $125
B. One semester: $200
C. One full school year $300

Section 4. Mileage: Teachers who are required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the going rate of the School District.

The same allowance shall be given for use of personal cars, upon approval of the Superintendent, for other business of the School District. The School District shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

Section 5. Pay Days: The teachers shall have the option of 19 or 24 equal payroll payments. All payrolls will be distributed by electronic transfer. Payroll will be distributed on the 15th and 30th of each month, except when a payday falls on a weekend or a School Board approved holiday. Should payday fall on a weekend, the payrolls will be distributed the Friday before. Should payday fall on a holiday, the payroll will be distributed the day before the holiday.

The teacher must give a written election to the School District that notifies the School District that the employee wants to spread out the compensation over 12 months (24 equal payroll payments). The election must be made before the beginning of the work period, which may be before the first day students arrive for class. The election is irrevocable until the following school year. If an employee is late or never submits an election, he/she will be paid as the money is earned over 19 pay periods. A pre-existing election will remain in place until the employee elects a change.

Section 6: Compensation for Work Outside of Basic Day/School Calendar: All work outside of the basic day or school calendar shall be voluntary. This section excludes activities covered in the Extra Curricular Contract.

Subd. 1. Teaching: Monetary compensation for extra work that involves teaching shall be at the teacher's daily rate of pay. This work includes but is not limited to teaching summer school, after school tutoring, and teaching in-district professional development.

Subd. 2. School Sponsored Activities: Monetary compensation for extra work on school-sponsored student activities shall be at the teacher's daily rate of pay for up to four hours for non-overnight activities and eight hours for overnight activities.

Subd. 3. Non-Student Contact Work: Monetary compensation for extra work shall be paid at the rate of $35 per hour (2025-2026) and $40 per hour effective the 2026-2027 school year. This work includes but is not limited to professional development, committee/team meetings, curriculum development and grant funded work occurring outside the basic day/school calendar.

Subd. 4. Compensation Time Exclusion: Compensation time is not an option for work outside of the basic day/school calendar.

Section 7. Pay Deductions: Whenever a pay deduction is made for teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Section 8. Longevity: Longevity will be paid with a separate deposit on the first pay period of May.

Subd 1. Eligibility

A. Teachers hired on or before September 1, 2016 will receive longevity pay on the year following advancement to Step 14 and thereafter.
B. Teachers hired after September 1, 2016, will receive longevity pay on the year following advance to Step 14 and completion of (10) full-time consecutive years of teaching service in the school district, and all years thereafter.
C. Unit members achieving 20 and 25 years of full-time, consecutive service to the district shall be awarded an additional amount.

Subd 2. Annual amount is specified in the table below:

Description	2025-2026	2026-2027
Base Amount	$2,400	$2,500
Career 20	$2,900	$3,100
Career 25	$3,400	$3,700

ARTICLE VII
EXTRA CURRICULAR

Members of the Exclusive Representative who are employed as coaches/advisors under the Extra-Curricular Agreement for the School District will be granted professional leave for coaching/advisor responsibilities which are scheduled during the regular school day.

When the Activities Director position is filled by an Exclusive Representative member, compensation will be:

A. $15,000.00 stipend
B. One hundred eighty (180) minutes during the student contact hours for Activities Director duties.

ARTICLE VIII
INSURANCE COVERAGE

Section 1. Coverage Conditions:

Subd. 1. Teachers Hired Prior to January 1, 2002: The School District shall contribute a sum of $250.00 per month which may be applied, at the teacher's option, to any one or a combination of the following insurance areas offered by the School District.

A. Health and Hospitalization,
B. Term Life,

C. Disability,
D. Dental/Vision,
E. Tax Sheltered Annuities,
F. Section 125 Cash Option.

Subd 2. For Teachers Hired After January 1, 2002: All insurance dollars must be applied to the School District's health insurance plan.

Section 2: Health Insurance Contribution: The School District shall contribute a total of $16,500 annually towards the purchase of health insurance. The employee may choose to apply the contribution to any of the health insurance plans offered.

Section 3: Health Savings Account (HSA): The School District's insurance contribution shall first be applied toward the insurance premium. Any additional funds will be applied to the HSA account.

Section 4. Selection: The selection of the insurance carrier and policy shall be made mutually by the School District and the Exclusive Representative.

Section 5. Insurance: When husband and wife are both members of the bargaining unit, they may elect to combine the contributions made by the School District for insurance coverage and use the combined funds to purchase School District family coverage.

Section 6. Duration of Insurance Contribution: A teacher is eligible for the School District's contribution as provided in this article as long as the teacher is employed by the School District, or is eligible under ARTICLE IX, or as otherwise provided in this section. Upon termination of employment, all School District contributions shall cease except that a tenured teacher who had participated in the School District's group health plan for at least three years prior to his/her resignation and who resigns shall be eligible to receive the School District's contribution for six months. A teacher who resigns and chooses to remain in the group plan may do so by remitting quarterly payments to the School District on or before the following dates: March 1, June 1, September 1, and December 1.

18 months contribution:

1. September
2. October
3. November
4. December
5. January
6. February
7. March
8. April
9. May
10. June
11. July
12. August
13. September
14. October
15. November
16. December
17. January
18. February

Premiums are paid a month in advance, i.e. a February payment actually pays the March premium.

The 18th contribution above pays for March. If the employee makes a quarterly payment on March 1, it would pay the premium for April, May, and June.

Section 7. Eligibility: The maximum level of benefits provided in this article is designed for full-time teachers. Part-time teachers shall be eligible for partial benefits proportional to the extent of their employment.

Section 8. Premium Increase: Whenever insurance premiums increase, additional premium dollars shall be deducted, in equal amounts, over four consecutive pay periods.

ARTICLE IX
SEVERANCE PAY

Section 1. Teachers with a Minimum of 19 Years of Service: Teachers who have been employed by the School District for 19 years shall receive, upon retirement, a one-time payment of $20,000 deposited in an interest-bearing Health Reimbursement Arrangement (HRA) in the teacher's name.

Section 2. Teachers with a Minimum of 20 Years of Service: In addition to Section 1, teachers who have been employed by the School District for a minimum of 20 years shall be compensated for their unused sick leave. Compensation for unused sick leave shall be at 50% of the teacher's daily rate of pay. This section will sunset commencing September 1, 2025. Teachers hired after September 1, 2025 will not be eligible for this severance. Payment will be made to an interest-bearing Health Reimbursement Arrangement (HRA) in the teacher's name.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earned Sick Leave: A full-time teacher shall earn sick leave at the rate of eight days per year (beginning with the 2016-2017 school year.)

Subd. 2. Use of Sick Leave: Up to 48 hours of sick leave with pay per year may be used by a teacher in a manner consistent with Minnesota Earned Sick and Safe Time (ESST) statute 181.9413. The remaining sick leave with pay shall be allowed whenever a teacher's absence is due to the teacher's illness and/or disability which prevented attendance at school and performance of duties on that day or days. Teachers may use the balance of sick leave, after the use of ESST for absences due to an illness of or injury to a member of the teacher's immediate family as defined under Section 3, Subd. 4 of this article. A doctor's excuse may be required after three consecutive days of sick leave (that is not used under ESST).

Subd. 3. Sick Leave Pay: Sick leave pay shall be approved upon submission of leave request via computer or phone to the School District's designated substitute pool. Sick leave shall be deducted from the accrued sick leave hours earned by the teacher. The School District shall print each teacher's unused leave hours on his/her check stub.

Subd. 4. Accumulated Sick Leave: A teacher may accumulate up to 150 sick leave days.

Section 2. Personal Leave:

Subd. 1. Earned Personal Leave: A full-time teacher will be granted five days of personal leave per year. Personal leave is for situations which cannot be attended to when school is not in session and which are not covered under other provisions of this Master Agreement.

Subd. 2. Request for Personal Leave: Requests for personal leave must be made via computer or phone to the School District's designated substitute pool at least three days in advance, whenever possible. Personal leave will not be granted during the first two weeks of school or during parent/teacher conferences unless there is an emergency. Not more than four elementary teachers, three middle school teachers, three high school teachers, and one ALC teacher will normally be granted personal leave on the same day. Personal leave shall be deducted from the accrued personal leave hours earned by the teacher. The School District shall report each teacher's unused leave hours on their check stub.

Subd. 3. Unused Personal Leave: A teacher who uses less than four personal leave days, may cash out up to two personal leave days at the teacher's regular rate of pay, or have the equivalent amount contributed to a 403B or HSA Account, upon written request to the district office on or before May

30th. Payment will be issued on June 15th. Any remaining unused or unpaid personal leave will be converted to sick leave at the end of each school year.

Section 3. Assault Leave:

Subd. 1. Any case of assault upon a teacher by a student or another employee on school property or while on duty at a school sponsored activity shall be reported within twenty-four (24) hours to the District Administration and/or its designated representative and the Exclusive Representative. The assault must also be reported to Worker's Compensation as soon as possible via the appropriate method.

Subd. 2. Up to three (3) days of paid leave, not to be deducted from any accumulated leave allowance, may be used by a unit member for this necessary absence due to an assault which causes injury in connection with the performance of the teacher's regular work duties. Any additional leave required after the three (3) days may be covered under the District's Worker's Compensation policy, according to the State of Minnesota Worker's Compensation laws. The District will require a medical certificate from a qualified physician for this leave.

Section 4. Sick Leave Bank: The School District and the Exclusive representative shall maintain a sick leave bank to be used by teachers who have no more leave days left. The Exclusive Representative will reconcile a bank balance with the School District each month. The following criteria shall govern this sick leave bank:

Subd. 1. Donation of Sick Leave: On the second pay period in October, when the total days in the sick leave bank falls below 100 days, the Exclusive Representative will notify the School District in writing to deduct one sick leave day from each teacher to put in the sick leave bank. The Exclusive Representative will notify its membership.

Subd. 2. Eligibility for Sick Leave Bank: A teacher shall be eligible to draw from the sick leave bank when the teacher has no more sick and personal leave days and has had at least five additional days deducted from his/her salary. Upon application to the President of the Exclusive Representative, the teacher shall receive needed leave from the leave bank up to five days. If at the end of the five leave bank days the teacher is still unable to return to work, the teacher may, after an additional five days are deducted from his/her salary, receive an additional five leave bank days by applying to the President of the Exclusive Representative again. This pattern of 5 deducted days and 5 leave bank days shall continue, if needed, to a maximum of 30 leave bank days per school year.

Subd. 3. Repayment: The Exclusive Representative will notify the School District with repayment information on or before the last day of school. All sick leave bank days used by a teacher shall be repaid by that individual at a rate of three days per year. Days shall be deducted on the second pay period in September of succeeding years until all days have been repaid. Repayment requirement excludes bereavement leave as defined in Subd. 4 below.

Subd. 4. Death of a Family Member: In the event of a death in the immediate family, a teacher will be eligible for up to two sick leave bank days immediately upon application; an additional three days may be approved by the co-president if needed. "Immediate family" is defined as spouse, children, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, nieces and nephews.

Section 5. Professional Leave:

Subd. 1. Professional Leave: Professional leave may be granted, without loss of pay or deduction from leave, for activities germane to the teaching field. Request for professional leave shall be made via computer or phone to the School District's designated substitute pool.

Subd. 2. Exclusive Representative Leave: Exclusive Representative leave may be granted without loss of pay or deduction from leave for Exclusive Representative meetings. Requests for Exclusive

Representative Leave shall be made five days in advance via computer or phone to the district's designated substitute pool. Not more than five percent of the teachers will normally be granted leave on any one school day.

Section 6. Legal Obligation

Subd. 1 Jury Duty: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of leave allowance. The compensation received for jury duty shall be remitted to the School District.

Subd. 2. Court Duty: Any teacher who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Exclusive Representative against the School District. In cases where the School District is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

Section 7. Extended Leave of Absence:

Subd. 1. One-Year Leave: A leave of absence, up to one year, may be granted (without pay) by the School Board to any teacher upon application. Upon returning from such leave, a teacher shall be returned to an equivalent assignment and be placed at the next step on the salary schedule. He/She shall maintain the same fringe benefits as he/she had accrued before going on leave. The teacher on leave shall have the right to continue his/her membership in the School District's health and hospitalization insurance group by paying the full cost of premiums themselves during the time he/she is on leave. No more than five percent of teachers will be entitled to such leave during any one school year.

Subd. 2. Leave for Formal Education: A teacher on leave for one year of formal education in an area germane to his/her field will be given single coverage insurance benefits. A teacher who is granted leave must pledge to teach in the School District for one year following the leave. If the teacher chooses not to return to his/her position, for any reason other than the individual's incapacity to teach before the expiration of the year, he/she shall pay back to the School District a pro-rate of the coverage allowance.

Subd. 3. Extended Leave of Absence: An extended leave of absence (without salary) may be granted by the School Board to a teacher who meets TRA requirements for a minimum of three years up to a maximum of five years. The School District shall pay the School District's TRA contribution for two years.

Subd. 4. Returning from Leave: Any teacher on an extended leave of absence shall notify the Superintendent, in writing, of his/her intent to return by April 1.

Section 8. Duties of Public Official:

Subd. 1. Elected Public Official: A teacher who is also an elected public official and is required to attend functions during school time shall be compensated for the difference between the teaching pay and pay received for the performance of such obligation.

Subd. 2. Election Judge: A teacher who serves as an election judge shall be granted the day to perform this responsibility without any salary deduction or loss of leave. The compensation received for serving as an election judge shall be remitted to the School District.

Section 9. Family and Medical Leave: FMLA leave shall be granted pursuant to applicable law.

Section 10. Insurance Application: A teacher on unpaid leave is eligible to continue in group insurance programs, if permitted under the insurance policy provisions. The teacher shall pay the entire premium for

insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section 11. Eligibility: Full leave benefits provided in this article shall apply only to full-time teachers described in ARTICLES XII and XIII. Part-time teachers who are members of the Exclusive Representative shall be eligible for partial benefits proportional to the extent of their employment.

Section 12. Leave of Absence: In addition to other leaves provided for in this contract, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall not run concurrently with any other leaves provided for in this contract. Nothing shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

ARTICLE XI
403B MATCH PLAN

The School District agrees to participate in a 403(b) match plan with the teachers. The participation on the teacher's part is voluntary.

All full-time teachers are eligible for a matching contribution, up to $3,000 per year, from the district to a 403(b) retirement account. All teachers are eligible to contribute to a 403(b) retirement account, regardless of continuing contract status

The School District's total contribution shall not exceed $60,000 per teacher.

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

Subd. 1. Approved Plans: The School District will make matching contributions only to annuity plans offered by vendors approved by the State Board of Investment. The Exclusive Representative shall designate four of the vendors approved by the State Board of Investment to which matching contributions will be made. Vendors selected will not change unless directed by the State Board of Investment.

Subd. 2. Student Loan Payments: A teacher may elect to have their qualified student loan payments (QSLP's) treated as elective deferrals for purposes of qualifying for the School District Match, subject to employer's procedures and pursuant to the 403(b) Match Plan, the SECURE 2.0 Act of 2022 (Pub L. 117-328, Div. T), Minnesota Statute 356.24(f), and IRS guidance. The match shall follow all guidelines for the 403(b) match outlined in the master agreement. To be eligible for this match, teachers must:

(a) notify the School District of their intent to use QSLPs by the date by which teachers must make application to participate in the 403(b) Match Plan in Subd. 3 and,

(b) submit self-certification of their QSLPs to the District office by June 1, consistent with the District's reasonable procedures.

Subd. 3. Election: Eligible teachers must make application for participation in the 403(b) match plan by September 18. Once an eligible teacher elects to participate in the 403(b) match plan, said election is irrevocable for that school year and will continue each subsequent year unless modified by teacher who must notify the School District and annuity carrier in writing. No changes to the teacher's contribution shall be made during the summer months.

ARTICLE XII
HOURS OF SERVICE

Section 1. Basic Day: The teacher's basic day shall consist of 8 hours including a 30-minute (duty-free) lunch period. Within the student day, for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day.

When the teacher's basic day is extended beyond eight (8) hours for parent-teacher conferences scheduled by the school district, the additional time will be calculated as a half day and will count toward the total number of duty days as outlined in Article XIII, Section 1.

Teachers of music, physical education, art and the laboratory sciences, librarians, speech therapists, counselors, reading consultants, and all special education teachers shall be provided with relief and preparation time to the same extent as the other teachers.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the education program of the School District. The specific hours for each building will be approved by the School Board.

Section 3. Teacher Assignment: Any assignments in addition to the normal teaching schedule during the regular school year, including community education courses, driver education, extra-curricular activities, extended learning, summer workshops, curriculum work and summer school courses, shall not be obligatory but shall be with the consent of the teacher.

Section 4. Substitute Teachers: The School District agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of the process of reporting an absence and must do so before 6:00 a.m. to report their absence from work.

Subd. 1. Anytime teachers voluntarily agree to teach and/or supervise a whole class of another teacher, for over 14 minutes, at the same time they have a class of their own, or during a scheduled preparation time, they shall be compensated at their daily rate of pay or compensation time in addition to their regular daily salary.

Subd. 2. Portion of Class: Anytime a teacher voluntarily agrees to teach and/or supervise a portion of another teacher's class for over 14 minutes, at the same time they have a class of their own, they shall be compensated at the rate of $35 per hour.

Subd. 3. Time Intervals: The teacher shall receive compensation in a one-to-one ration in 15 minute intervals with the time rounded off to the next highest 15 minute interval.

Subd. 4. All substitute teaching arrangements are under the approval of building administration.

Subd. 5. Compensation Time Accrual and Use: If compensation time is chosen the teacher shall receive compensation time in a one-to-one ratio in 15 minute intervals with time rounded off to the next highest 15 minute interval.

Compensation time earned and accumulated shall be used before the end of the last scheduled working day of the school year in which it was earned. Requests for use of compensation time must be made to the teacher's supervising principal via computer or phone at least three days in advance. In emergency situations, the three day limit may be waived by the supervising principal.

In the event compensation time is not used by the end of the last working day of the school year, the School District shall cash out the remaining compensation time at the individual teacher's daily rate of pay.

Section 5. Substituting for Dean of Students: Any teacher substituting in a Dean of Students or building administration position who does not hold a principal's license shall be paid at a rate of $110 per day in addition to their normal salary. If the teacher holds a principal's license, they will be paid $145 per day in addition to their normal salary. In the event that a teacher substitutes for less than a full day, they shall be compensated on a pro-rated basis. When asked to substitute during their preparation period, the teacher shall earn one hour of compensation time.

ARTICLE XIII
LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Commencing with the 2026-27 school year, the school year shall consist of 179 duty days and 171 actual student attendance days. Commencing with the 2026-27 school year, teacher duty days shall not exceed 179 days, with the understanding that the non-student contact time is to be used for parent-teacher conferences, professional development, and teacher workdays.

The Superintendent shall meet with the Meet and Confer Committee of the Exclusive Representative prior to finalizing the school calendar for the following year. This meeting shall be completed prior to April 1.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, or in the event of severe inclement weather, the School Board is not required to keep school open. When the schools are closed to students due to the above condition, teachers shall not be required to report for duty. When school is started later in the day or the students are dismissed earlier, due to inclement weather or other emergency, teachers should report one-half hour before classes begin in the case of late starting and remain until the buses leave when school closes early. Dates missed because of emergency or inclement weather will be made up without additional remuneration if minimum instructional days do not equal or exceed the number of days included in the School Board approved calendar.

ARTICLE XIV
TEACHER REDUCTION AND TRANSFER POLICY

Section 1. Unrequested Leave Of Absence. The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

> Subd. 1. Continuing Contract Teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.
>
> Subd. 2. Exceptions for Licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field.

Section 2. Notice to Teachers. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

a) states the applicable grounds for the proposed placement;
b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and

c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 3. Right to a Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Section 4. Final Board Action. Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Section 5. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 6. Vacancies and Notification: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 7. Seniority: Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license.

Section 8. Seniority Tiebreakers: In the case of equal seniority, the following steps will be followed in order until the tie is broken.

Step A. Years of service in teaching (Note: this could be specific to the district or individual)
Step B. Total credits beyond a bachelor's degree
Step C. Total graduate level credits beyond a bachelor's degree
Step D. Most recent summative evaluation outcome

Section 9. Benefits While On Leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 10. Employment Rights during Leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Optional: Teachers enrolled in a Grow Your Own Program Beginning with the 2017 school year, employees working in other School District employment groups who secure a teaching contract within this bargaining unit will have their seniority date back-dated to their original hire date in the bargaining unit plus a maximum of two years in a previous bargaining unit upon completion of probation provided there has been no separation of employment between the prior position and the teaching assignment.

Section 11. Continuing Contract Rights and Service Credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract

statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 12. Unemployment Benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 13. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

Section 14. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A licensed filed after January 1 will be considered for purposes of recall, but not for layoff.

Subd. 2. Preparation and posting of seniority and licensure lists: By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

Subd. 3. Request for change: Any teacher with a correction or omission with the seniority and licensure list shall have twenty business days from the date of posting to provide a written request for a change to the seniority and licensure list.

Subd. 4. Final list: Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

Section 15. Vacancies and Posting Process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

Subd. 1. Posting: The posting shall be made in each building, with a copy to the Union.

Subd. 2. Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 3: Summer posting rules: During the summer, the District shall send a copy of the posting to the Union and email the posting to all licensed staff. No vacancies shall be filled during the summer until July 15 for at least five (5) days after the posting has been made. After July 15, vacancies must be posted for at least three (3) days before being filled.

Subd. 4: Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

Section 16. Transfer Policy: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings

shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

Subd. 1. Voluntary Transfer: All applications for voluntary reassignment and/or transfer will be filled on the basis of licensure and qualifications.

Subd. 2. Voluntary Classroom Changes/Reassignments/Transfers: Any teacher new to the School District or any teacher who changes classrooms shall be given two paid days to organize his/her new classroom. Classroom changes shall be pre-approved by the administration.

The supervisor of the open position shall have the right to deny such a transfer provided that the supervisor explains the reasons directly to the applicant, in writing, within five business days. No request shall be denied arbitrarily, capriciously, or without basis in fact.

Subd. 3. Involuntary Transfer: When involuntary transfer or reassignments are necessary, qualified volunteers, if any, will be transferred or reassigned first. If no volunteer is available, the individual selected for transfer will not be selected arbitrarily, capriciously, or without basis in fact provided in writing.

Subd. 4. Involuntary Classroom Changes/Reassignments/Transfers: Any teacher who changes classrooms/teaching assignments shall be given two paid days to organize his/her new classroom and two paid days for curriculum work.

ARTICLE XV
TEACHER DISCIPLINE

Section 1. Purpose: This article covers all teachers in the bargaining unit. Members of the bargaining unit being considered for dismissal shall be covered by M.S. 122A.40 as amended.

Section 2. Disciplinary Action:

Subd. 1. Action: Teachers shall only be disciplined for just cause. All disciplinary action, where possible, shall be corrective in nature and not punitive. Any disciplinary action shall be administered progressively in the following order:

A. Oral reprimand
B. Written reprimand
C. Suspension with pay
D. Suspension without pay
E. Termination.

Subd. 2. Severity: The School District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense.

Subd. 3. Reprimand: If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.

Subd. 4. Identifying Reprimands: Oral reprimands shall be clearly identified as such at the time disciplinary action is administered. When an oral reprimand is given, the supervisor will document the fact that an oral reprimand was given to the employee specifying the date, time, nature of the oral reprimand, and expiration date of oral reprimand. (See Addendum Form A)

Section 3. Procedure for Suspension of Continuing Contract Teachers and Non-Continuing Contract Teachers: The School District shall not propose suspension of any teacher without just cause. If the School District believes that there is just cause for suspension, the employee and the Exclusive Representative shall be notified, in writing, that the employee has been proposed for suspension.

The teacher shall have the right to invoke the grievance procedure set forth in the Master Agreement for any and all discipline. Suspensions with or without pay shall take effect only after written notification from the Superintendent or his/her designee to the teacher stating the grounds for the suspension, and only after the full grievance procedure is complete and any grievance over discipline settled.

Section 4. Personnel File:

Subd. 1. Accordance with Statute: All files will be kept in accordance with all applicable state statutes and School District policies.

Subd. 2. Maintained: Files will be maintained in the building principal's office or the Superintendent's office.

Subd. 3. Copy of Information: The person putting information of a disciplinary nature in a staff member's personnel file will, within two days, provide the teacher with a copy of the information.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: The word "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Master Agreement.

Section 2. Representation: The teacher may be represented during any step of the procedure by any person or agent designated by the Exclusive Representative. The School District may be represented during any step of the procedure by any person or agent designated by it.

Section 3. Definitions and Interpretations:

Subd. 1. Time Limits: Time limits specified in this Master Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as school holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail (or DDS, as defined in ARTICLE III, Section 6) within the time period.

Section 4. Time Limitation and Waiver: An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the immediate supervisor and a copy to the Superintendent, setting forth the facts and the specific provision(s) of the Master Agreement allegedly violated and the particular relief sought within 20 business days after the date the event giving rise to the grievance occurred. Failure to file

any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance: The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner.

Subd. 1. Level I: If the grievance is not resolved through informal discussion with the immediate supervisor, a written grievance may be submitted to the immediate supervisor with a copy given to the Superintendent. The immediate supervisor shall give a written decision on the grievance to parties involved within five business days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five business days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall set a time to meet regarding the grievance within ten business days after receipt of the appeal. Within five business days after the meeting, the Superintendent or the Superintendent's designee shall issue a decision, in writing, to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five business days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, it shall set a time to hear the grievance within 15 business days after receipt of the appeal. Within 15 business days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. A committee or representatives of the School Board may be designated by the School Board to hear the appeal at this level and report its 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 Level I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intention to review within ten business 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 a decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined below:

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 ten business days following the decision in Level III.

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, either party may request from the Commissioner of the Minnesota Bureau of Mediation Services, a list of seven arbitrators. The parties shall strike names from the list of seven arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the decision will be made by the flip of a coin.

Subd. 4. Submission of Grievance Information:

A. Upon appointment of the arbitrator, the aggrieved party shall, within five business days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

(1) The issues involved,
(2) Statement of the facts,
(3) Position of the grievance,
(4) The written documents relating to Section 5 of the grievance procedure.

B. The School Board may make a similar submission of information relating to the grievance within five business days after receiving the submission of the aggrieved party.

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. 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 de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her 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 equally share the fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator, pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined and contained in this Master Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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, direction, and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations. All matters of grievance will be dealt with as quickly and fairly as possible.

ARTICLE XVII
DURATION

Section 1. Term and Reopening Negotiations: This Master Agreement will be effective as of July 1, 2023 through June 30, 2025. If a new and substitute Master Agreement has not been duly entered into prior to June 30, 2025, the terms of this Master Agreement shall continue in full force and effect.

Section 2. Effect: This Master Agreement constitutes the full and complete agreement between the School Board and the Exclusive Representative. The provisions in this agreement relating to terms and conditions of employment supersede any and all prior Master Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Master Agreement, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement.

Section 4. Conformity to Law: If any provision of this Master Agreement or any application of this Master Agreement to any teacher or groups of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 5. Individual Contract: Any individual contract between the School Board and an individual teacher heretofore executed, shall be subject to and consistent with the terms and conditions of this Master Agreement. If an individual contract contains any language inconsistent with this Master Agreement, this Master Agreement during its duration shall be controlling.

Section 6. Severability: The provisions of this Master Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of any provision.

ARTICLE XVIII
PUBLICATION OF MASTER AGREEMENT

Copies of this Master Agreement shall be printed at the expense of the School Board within 30 days after the Master Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the School Board. Further, the School Board shall furnish ten copies of the Master Agreement to the Exclusive Representative for its use.

ARTICLE XIX
PEER MENTORSHIP

Section 1. Purpose: To develop, improve and support effective teaching practices to improve student learning and success. Mentoring is a structured, non-evaluative support process in which a highly experienced, skilled tenured educator facilitates a colleague's development, with a focus on improving instructional practice.

Minnesota Statute 122A.40, Subdivision 6, provides that a School Board and an Exclusive Representative of the teachers shall develop a peer mentoring process for probationary teachers through joint agreement. A mentoring committee will be established and shall consist of up to three members selected by the School District and up to three members appointed by the Exclusive Representative.

The jointly developed mentoring process shall adhere to the following:

A. The process is voluntary for the mentor.

B. All documents generated through the process shall be the property of the mentee and will not be shared with administration, with the exception of written logs as described in Paragraph E.

C. Time and expenses needed for training or the actual mentoring shall be provided for in the School District staff development plan. Mentor/Mentee teams will be given time for observation during the school day.

D. At the start of the school year the principal will outline the expected duties and activities of mentors prior to staff deciding whether to accept a mentoring position. A total of 16.5 hours for peer mentorship duties shall be distributed as follows:

August and September.....8.5 hours
October through May.....1 hour per month

If agreed upon duties are not fulfilled, the principal may elect to choose a new mentor; each mentor's stipend shall be prorated.

E. Once assignments have been agreed upon, written logs will be submitted to the principal once per month. Logs must include topics discussed, the date in which the parties met, and mentor/mentee signatures.

F. Testimony regarding the mentorship process will be prohibited.

Section 2. Stipend: The mentoring stipend shall be $500 per school year, and shall be paid in a lump sum on the May 30 pay period.

ARTICLE XX
NO REPRISAL

The School District agrees that no reprisal, punishment, or action in violation of these agreed upon terms and conditions of employment will be taken against a teacher because of a teachers' strike. The School District further agrees that there shall be no difference in the privileges of employment accorded a teacher participating in this strike than there would have been if the teacher had not participated.

ARTICLE XXI
E-LEARNING

On days when inclement weather makes travel unsafe, an "E-Learning Day" may be declared by district administration. This may occur if there are not weather make-up days remaining in the calendar. The total number of e-learning days available will not exceed the number determined by state statute (5 days); any days beyond those in statute will be made up as determined by the school board. In the event of a multiple day storm, the district will not use more than two e-learning days in a row, and any days beyond two will be made up as determined by the school board. Teachers will not be required to report to the school building on E-Learning days.

At the beginning of each year, and prior to the use of any e-learning days, teachers will share contact and other pertinent e-learning information with the parents/guardians/students. Teachers will use communication and learning platforms as determined at the district or building level. Activities and lessons will be developmentally appropriate and related to current classroom curriculum goals and skills.

On e-learning days, teachers will:

- Attend a virtual staff meeting at 8:00 a.m. to receive directions from administration, and a virtual staff meeting at 3:05 p.m. to check out with administration.
- Post learning goals, activities and assignments by 9:15 a.m.
- Provide students information for the E-Learning Days through the designated platform
- Monitor school email to answer questions and provide feedback to students and parents between 9:15 a.m. and noon, and between 12:30 and 3:00 p.m.
- Teachers may also elect to provide E-Learning Day activities and/or assignments prior to the execution of E-Learning Days through either hard copy and/or electronic formats.
- In consideration of students with inconsistent or non-existent internet, teachers will allow students two additional school days to complete and submit graded assignments or activities

Teachers must be accessible both online and by telephone during the posted hours (MN Statute 120A.414). Due to privacy protections for teachers, they will not be required to share personal contact information.

ARTICLE XXII
DOCUMENT AUTHORIZATION

The witnesses to the Master Agreement between the Exclusive Representative and the School District are correctly named below:

Exclusive Representative

President: Joseph Cherney — Date: 11/25/25

Negotiations Recorder: Gina Olson — Date: 11-25-25

School District

School Board Chair: Millie Baird — Date: 11/24/25

School Board Clerk: Jennie Reyes — Date: 11/24/25

Salary Schedule A
2025-2026 SALARY SCHEDULE-Semester Credits

STEP	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10	MA+20
1	53,040	54,654	56,265	57,883	59,499	61,113	62,725
2	54,251	55,863	57,480	59,094	60,709	62,322	63,936
3	55,461	57,077	58,690	60,303	61,920	63,533	65,146
4	56,834	58,448	60,065	61,679	63,291	64,907	66,518
5	59,741	61,355	62,969	64,582	66,197	67,811	69,427
6	61,113	62,725	64,342	65,953	67,571	69,230	70,797
7	62,485	64,099	65,712	67,327	68,939	70,554	72,168
8	63,857	65,470	67,085	68,699	70,192	73,767	76,606
9	67,167	68,779	70,395	72,008	73,624	77,077	79,929
10	68,619	70,232	71,848	73,460	75,075	78,527	81,369
11	70,072	71,685	73,298	74,913	76,528	79,978	82,818
12	71,524	73,139	74,752	76,367	77,981	81,435	84,273
13	72,976	74,593	76,206	77,821	79,785	82,886	85,725
14	76,823	78,438	80,052	81,668	83,282	86,737	89,573

Longevity: See ARTICLE VI, Section 8

Salary Schedule B
2026-2027 SALARY SCHEDULE-Semester Credits

STEP	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10	MA+20
1	54,233	55,883	57,531	59,185	60,837	62,488	64,136
2	55,471	57,120	58,773	60,423	62,075	63,724	65,374
3	56,709	58,361	60,010	61,660	63,313	64,962	66,612
4	58,113	59,763	61,416	63,067	64,715	66,367	68,015
5	61,086	62,736	64,385	66,035	67,686	69,336	70,989
6	62,488	64,136	65,789	67,437	69,091	70,788	72,390
7	63,891	65,541	67,191	68,842	70,490	72,142	73,792
8	65,294	66,943	68,595	70,245	71,772	75,427	78,330
9	68,678	70,326	71,979	73,628	75,280	78,812	81,728
10	70,163	71,812	73,464	75,113	76,764	80,294	83,200
11	71,649	73,297	74,947	76,598	78,249	81,778	84,681
12	73,134	74,785	76,434	78,086	79,736	83,267	86,170
13	74,618	76,271	77,921	79,572	81,581	84,751	87,654
14	78,552	80,203	81,853	83,506	85,156	88,688	91,589

Longevity: See ARTICLE VI, Section 8

LETTER OF AGREEMENT "A"

Tax Deferral of Severance Pay

Whereas, the 2002 Legislature has adopted a revision to Minnesota Statutes that allows for the tax deferral of severance pay; and

Whereas, the Exclusive Representative and the School District recognize the tax advantages of this new option for both the School District and the employees.

Be it therefore resolved that the parties agree to the following:

1. Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403 (b) account. The retiree will not receive any direct payment from the School District for severance pay.

2. The School District's annual contribution into the retiree's 403(b) account must not exceed the IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the IRS maximum into the retiree's 403(b) account in the following years(s).

3. The School District contributions(s) (into the retiree's 403(b) account) will be made according to the same timeline as was provided for the direct payment of severance pay.

4. The School District will only make contributions to investment vendors that have hold harmless agreements on file with them. For purposes of calculating the maximum deferral limit, the School District will provide the retiree with contribution information for the previous 12 months. The employee will then submit the calculation of maximum deferral from the vendor.

5. This is the full and complete agreement of the parties on this issue. No other oral or implied agreements exist.

6. This agreement does not set any precedent for any future issue.

TEACHER DISCIPLINE
Oral Reprimand
Form A

CLEA Member's Name: _____

Date of Reprimand: _____, 20_____ *Date of Expiration: _____, 20_____

Nature of Oral Reprimand: _____

_____

**This oral reprimand will expire two (2) years from the date of the reprimand if no other disciplinary incidents have occurred. It is the teacher's responsibility to remove documentation from his/her personnel file upon expiration.*

_____ _____
CLEA Member (Teacher) Signature Date

_____ _____
CLEA Representative Signature (optional) Date

_____ _____
Supervisor Signature Date