

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #2889
LAKE PARK AUDUBON

AND

LAKE PARK AUDUBON EDUCATION ASSOCIATION

July 1, 2023 – June 30, 2025

TABLE OF CONTENTS

2023-2025

| | | |
|---------------------|--|----------|
| ARTICLE I. | PURPOSE | 1 |
| ARTICLE II. | RECOGNITION OF EXCLUSIVE REPRESENTATION | 1 |
| Section 1. | Recognition | 1 |
| Section 2. | Appropriate Unit | 1 |
| ARTICLE III. | DEFINITIONS | 1 |
| Section 1. | Terms and Conditions of Employment | 1 |
| Section 2. | Teacher | 1 |
| Section 3. | Other Terms | 1 |
| Section 4. | School District | 1 |
| ARTICLE IV. | SCHOOL DISTRICT RIGHTS AND OBLIGATIONS | 1 |
| Section 1. | Inherent Managerial Rights | 1 |
| Section 2. | School Board Responsibilities | 1 |
| Section 3. | Effect of Laws, Rules, Regulations, Directives, and Orders | 1 |
| Section 4. | Reservation of Managerial Rights | 2 |
| Section 5. | Obligation to Meet and Negotiate | 2 |
| Section 6. | Obligation to Meet and Confer | 2 |
| Section 7. | Official Representation | 2 |
| ARTICLE V. | TEACHER RIGHTS AND OBLIGATIONS | 2 |
| Section 1. | Rights to View | 2 |
| Section 2. | Right to Join | 2 |
| | Subd. 1. | 2 |
| Section 3. | Negotiated Fee | 2 |
| Section 4. | Dues Check-Off | 2 |
| Section 5. | Personnel Files | 3 |
| Section 6. | Reservation of Teacher Rights | 3 |
| Section 7. | Teacher and Assignment Changes | 3 |
| Section 8. | Use of School Property | 3 |
| | Subd. 1. Facilities and Equipment | 3 |
| | Subd. 2. Posting of Notices | 3 |
| | Subd. 3. School Building | 3 |
| ARTICLE VI. | BASIC SCHEDULES AND RATES OF PAY | 3 |
| Section 1. | Salary Schedule | 3 |
| Section 2. | Career Increments | 3 |
| Section 3. | Withholding of Salary Increase | 3 |
| Section 4. | Placement on Salary Schedule | 4 |
| | Subd. 1. Germane | 4 |
| | Subd. 2. Grades and Credits | 4 |
| | Subd. 3. National Board Certification | 4 |
| | Subd. 4. a. Credit Approval | 4 |
| | Subd. 4. b. Comprehensive Review | 4 |
| | Subd. 4. c. Credits Earned Prior to School District Employment | 4 |
| | Subd. 4. d. Timeline For Credits Earned After Employment Commences | 4 |
| | Subd. 5. Effective Date (Lane Change) | 5 |
| | Subd. 6. Advanced Degree Program | 5 |

| | | |
|----------------------|---|----------|
| | Subd. 7. Salary Schedule Placement | 5 |
| | Subd. 8. Dates of Salary Payment | 5 |
| | Subd. 9. Mileage | 5 |
| | Subd. 10. Additional License beyond a Master's | 5 |
| | Subd. 11. a. Career and Technical Education Compensation | 5 |
| | Subd. 11. b. College Credit Instructor Compensation | 5 |
| | Subd. 11. c. CTE and College Credit Maximum | 6 |
| Section 6. | Additional Compensation | 6 |
| | Subd. 1. Concert Pay | 6 |
| | Subd. 2. Mentor Pay | 6 |
| | Subd. 3. Pay Deductions | 6 |
| | Subd. 4. Teacher Resignation | 6 |
| ARTICLE VII. | EXTRA COMPENSATION | 7 |
| Section 1. | Extra-Curricular Schedule | 7 |
| Section 2. | Practice Starting Dates | 7 |
| Section 3. | Non-Scheduled Extra-Curricular Assignment | 7 |
| Section 4. | Post-Season Compensation for MSHSL Events and District Sponsored Activities | 7 |
| Section 5. | Athletic Admission | 7 |
| Section 6. | Athletic Event Worker Assignments | 7 |
| ARTICLE VIII. | LEAVES OF ABSENCE | 7 |
| Section 1. | Sick Leave | 7 |
| | Subd. 1. Number of Days | 7 |
| | Subd. 2. Maximum Accumulation | 8 |
| | Subd. 3. Sick Leave With Pay | 8 |
| | Subd. 4. a. Eligibility and Limitations | 8 |
| | Subd. 4. b. MS Statutes 181.9413 Repeal | 8 |
| | Subd. 4. c. MS Statutes 181.9413 Amendment | 8 |
| | Subd. 5. Medical Certificate | 8 |
| | Subd. 6. Sick Leave Deduction | 8 |
| | Subd. 7. Sick Leave Approval | 8 |
| | Subd. 8. Sick Leave Bank | 8 |
| Section 2. | Worker's Compensation | 9 |
| Section 3. | Emergency Leave | 9 |
| Section 4. | Personal leave | 9 |
| | Subd. 1. Granting of Personal Leave | 9 |
| | Subd. 2. Sub Pay | 9 |
| | Subd. 3. Return from Leave | 9 |
| Section 5. | Bereavement Leave | 9 |
| Section 6. | Child Care Leave | 10 |
| | Subd. 1. Granting of Child Care Leave | 10 |
| | Subd. 2. Commencement of Leave | 10 |
| | a. Pregnancy Leave | 10 |
| | b. Sick Leave | 10 |
| | Subd. 3. Application for Child Care Leave | 10 |
| | Subd. 4. Return Date | 10 |
| | Subd. 5. Return to Duty – Position/Assignment | 10 |
| | Subd. 6. Group Insurance | 10 |
| Section 7. | Exclusive Representative Leave | 10 |
| Section 8. | Military Leave | 10 |
| Section 9. | Jury Duty Leave | 11 |
| Section 10. | Adoption Leave | 11 |
| Section 11. | Professional Leave | 11 |
| Section 12. | Response Time | 11 |

| | | |
|----------------------|--|-----------|
| ARTICLE IX. | HOURS OF SERVICE | 11 |
| Section 1. | Basic Day | 11 |
| Section 2. | Building Hours | 11 |
| Section 3. | Additional Activities | 11 |
| Section 4. | Duty-Free Lunch | 11 |
| Section 5. | Emergency Closing | 11 |
| Section 6. | Prep Time and Workload | 11 |
| Section 7. | Alternative Scheduling | 11 |
| ARTICLE X. | SUBSTITUTE TEACHERS | 12 |
| Section 1. | Unit Status | 12 |
| Section 2. | Terms and Conditions of Employment | 12 |
| | Subd. 1. Long-Term Substitutes | 12 |
| | Subd. 2. Casual Substitutes | 12 |
| ARTICLE XI. | PART-TIME TEACHERS | 12 |
| | Subd. 1. FTE Equivalent | 12 |
| | Subd. 2. Percentage of Full-Time Benefits | 12 |
| ARTICLE XII. | LENGTH OF SCHOOL YEAR | 13 |
| Section 1. | Teacher Duty Days | 13 |
| Section 2. | Emergency Closings | 13 |
| Section 3. | After School Meetings | 13 |
| ARTICLE XIII. | UNREQUESTED LEAVE OF ABSENCE (ULA) AND RECALL | 13 |
| Section 1. | ULA | |
| | Subd. 1. Terms | 13 |
| | Subd. 2. Seniority | 13 |
| | Subd. 3. Placement | 13 |
| | Subd. 4. Notice | 13 |
| | Subd. 5. Affirmative Action Program | 13 |
| | Subd. 6. Additional Assignments | 13 |
| | Subd. 7. Years of Service | 13 |
| | Subd. 8. Tie-Breakers | 13 |
| Section 2. | Reinstatement | 13 |
| | Subd. 1. Process | 14 |
| | Subd. 2. Notices | 14 |
| | Subd. 3. Acceptance of Re-employment | 14 |
| | Subd. 4. Reinstatement Rights | 14 |
| Section 3. | Dropping of License | 14 |
| Section 4. | Filling of Licenses | 14 |
| Section 5. | Establishment of Seniority List | 14 |
| | Subd. 1. Preparation | 14 |
| | Subd. 2. Request for Change | 14 |
| | Subd. 3. Final List | 14 |
| Section 6. | Procedure | 15 |
| ARTICLE XIV. | GRIEVANCE PROCEDURE | 15 |
| Section 1. | Grievance Definition | 15 |
| Section 2. | Representative | 15 |
| Section 3. | Definitions and Interpretations | 15 |
| | Subd. 1. Extension | 15 |
| | Subd. 2. Days | 15 |
| | Subd. 3. Computation of Time | 15 |
| | Subd. 4. Filing and Postmark | 15 |
| Section 4. | Time Limitation and Waiver | 15 |

| | | |
|----------------------|---|-----------|
| Section 5. | Adjustment of Grievance | 15 |
| | Subd. 1. Level I | 15 |
| | Subd. 2. Level II | 16 |
| | Subd. 3. Level III | 16 |
| Section 6. | School Board Review | 16 |
| Section 7. | Denial of Grievance | 16 |
| Section 8. | Mediation Procedures | 16 |
| | Subd. 1. Request | 16 |
| | Subd. 2. Prior Procedure Required | 16 |
| | Subd. 3. Submission of Grievance Information | 16 |
| | Subd. 4. Decision | 16 |
| | Subd. 5. Expenses | 16 |
| | Subd. 6. Jurisdiction | 16 |
| Section 9. | Arbitration Procedures | 16 |
| | Subd. 1. Request | 16 |
| | Subd. 2. Prior Procedure Required | 16 |
| | Subd. 3. Selection of Arbitrator | 17 |
| | Subd. 4. Submission of Grievance Information | 17 |
| | a. Upon Appointment of the Arbitrator | 17 |
| | I. The Issues Involved | 17 |
| | II. Statement of the Facts | 17 |
| | III. Position of the Grievant | 17 |
| | IV. Written Documentation | 17 |
| | b. School District Submission of Information | 17 |
| | Subd. 5. Hearing | 17 |
| | Subd. 6. Decision | 17 |
| | Subd. 7. Expenses | 17 |
| | Subd. 8. Jurisdiction | 17 |
| ARTICLE XV. | PROGRESSIVE DISCIPLINE | 17 |
| Section 1. | Discipline | 17 |
| Section 2. | Grounds for Disciplinary Action | 17 |
| Section 3. | Opportunity to Meet | 18 |
| Section 4. | Subject to Arbitration | 18 |
| Section 5. | Removal from Duty – Investigation | 18 |
| ARTICLE XVI. | GROUP INSURANCE | 18 |
| Section 1. | Selection | 18 |
| Section 2. | Health and Hospitalization | 18 |
| Section 3. | Long-Term Disability Insurance | 18 |
| Section 4. | Term Life Insurance | 18 |
| Section 5. | Claims Against the School District | 18 |
| Section 6. | Duration of Insurance Contribution | 18 |
| Section 7. | Change of Carrier | 19 |
| Section 8. | Eligibility | 19 |
| | Subd. 1. Full-Time Teachers | 19 |
| | Subd. 2. Part-Time Teachers | 19 |
| | Subd. 3. | 19 |
| ARTICLE XVII. | RETIREMENT PROGRAM | 19 |
| Section 1. | Eligibility | 19 |
| | Subd. 1. Teachers with Less than 9 Years of Full-Time Service | 19 |
| | Subd. 2. Teachers with Minimum 15 Years of Full-Time Service | 19 |
| | Subd. 3. Eligible Teachers | 19 |
| | Subd. 4. Disqualification | 19 |
| | Subd. 5. Eligibility Requirements | 19 |

| | | |
|-----------------------|---|-----------|
| Section 2. | 403(b) Plan | 20 |
| | Subd. 1. Employer Matching Contributions | 20 |
| | Subd. 2. Plan Year | 20 |
| | Subd. 3. Eligible Teacher | 20 |
| | Subd. 4. Teacher Cap | 20 |
| | Subd. 5. Yearly Matching Amounts | 20 |
| | Subd. 6. Description of Benefits | 20 |
| Section 3. | Insurance Benefits | 20 |
| | Subd. 1. Eligibility | 20 |
| | Subd. 2. Timeline | 20 |
| | Subd. 3. Rate of Payment | 20 |
| | Subd. 4. District Responsibility | 20 |
| | Subd. 5. Duration | 20 |
| | Subd. 6. Benefit Termination | 20 |
| Section 4. | Retirement Payment for Teachers Retiring Under Section 2. 403(b) Plan | 21 |
| | Subd. 1. Retirement Calculation | 21 |
| | Subd. 2. Retirement Payment | 21 |
| Section 5. | Eligibility | 21 |
| ARTICLE XIX. | ADSIS/TITLE 1 TEACHERS | 21 |
| Section 1. | Salary Schedule | 21 |
| Section 2. | Seniority and Transfer | 21 |
| | Subd. 1. Seniority | 21 |
| | Subd. 2. Transfer | 21 |
| Section 3. | Section of the Master Agreement Not Applicable | 21 |
| ARTICLE XX | DURATION | 22 |
| Section 1. | Terms and Reopening Negotiations | 22 |
| Section 2. | Effect | 22 |
| Section 3. | Finality | 22 |
| Section 4. | Severability | 22 |
| Signature Page | | 23 |

Appendices

| | | |
|---------------------|--|-----------|
| Appendix I | Extra-curricular Schedule | 24 |
| Appendix II | Salary Schedule- 2023-2024 | 26 |
| Appendix III | ADSIS/Title I 2023-2024 Pay Scale | 28 |
| Appendix IV | Grievance Form | 30 |
| Appendix V | Request of Early Retirement | 31 |
| Appendix VI | Post-Season Compensation for MLHSL Sponsored Events | 32 |

ARTICLE I PURPOSE

This Agreement is entered into between the Independent School District #2889, Lake Park Audubon, Lake Park, Minnesota hereinafter referred to as the School District and the Lake Park Audubon Education Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Lake Park Audubon Education Association as the Exclusive Representative of teachers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed in PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all teachers employed by the School District as defined in this Agreement and in accordance with PELRA.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means 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 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 PELRA.

Section 2. Teacher: The word "teacher" shall mean any person employed by the School District in a position for which licensure is required by the State of Minnesota or in a position of physical therapist or occupational therapist except superintendent, assistant superintendent, principal, assistant principal, or anyone who devotes more than 50% of time to administrative or supervisory duties, confidential employees, daily substitute teachers who do not replace the same teacher for more than 30 working days, and other such employees excluded by law.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

Section 4. School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

ARTICLE IV SCHOOL DISTRICT RIGHTS AND OBLIGATIONS

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 to the extent authorized by law and in accordance with this Agreement with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services' (Appendix I) prescribed by the School District and shall be subject to the laws of the State of Minnesota and by the School Board's 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

(from time to time) as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations and orders of State and Federal governmental agencies. Any provisions 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. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude those inherent managerial rights and managerial functions not expressly reserved herein, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

Section 5. Obligation to Meet and Negotiate: The District has an obligation to meet and negotiate in good faith with the Exclusive Representative regarding grievance procedures and the terms and conditions of employment in accordance with PELRA.

Section 6. Obligation to Meet and Confer: The District has an obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment, in accordance with PELRA.

Section 7. Official Representation: The District shall meet and negotiate or meet and confer only with representatives of the Exclusive Representative, in accordance with PELRA.

ARTICLE V TEACHER RIGHTS AND OBLIGATIONS

Section 1. Rights to View: Nothing contained in this 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 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; nor shall it be construed to require any teacher to perform labor or services against his/her 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.

Subd. 1: Upon request, the District shall provide, within 10 business days, in an editable electronic form to the Exclusive Representative the names, work e-mail address, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. Requests will be honored up to four (4) times a year.

Section 3. Negotiated Fee: After 30 days' notice in writing to the payroll officer of the name of the teacher and the amount of the negotiated fee certified by the Exclusive Representative, the School District will deduct such negotiated fee in installments from such teacher's paycheck each month and will forward such negotiated fees to the Exclusive Representative as provided in MN Statute 179A.06, Subd. 3, consistent with the Janus decision, if the teacher elects not to become a member of the Exclusive Representative. The Exclusive Representative agrees to notify the School District promptly whenever any teacher subject to a negotiated fee deduction becomes a member of the Exclusive Representative, and no further negotiated fee deductions for such teacher will thereafter be made. Any dispute as to the amount of such negotiated fee shall be solely between the Exclusive Representative and the teacher involved.

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

Section 4. Dues Check-Off: Teachers shall be allowed dues checkoff for the organization of their choice, in accordance with PELRA by the following plan: Any teacher who is a member of the Exclusive Representative may sign and deliver to the School District an authorization form for deduction of membership dues to the educational associations of their choice. Such authorization shall continue in effect for the period of one school year. Pursuant to such authorization, the School District shall deduct 1/8th of such dues from the regular salary check of the teacher each month for eight (8) months, beginning in September

and ending in April. Deduction for teachers hired after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Section 5. Personnel Files: Pursuant to MN Statute 122A.40, Subd. 19 as amended, all evaluations, files, and listing of contents relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files, at the teacher's expense, and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy personnel files as provided by law.

Section 6. Reservation of Teacher Rights: Nothing contained herein shall be construed to deny or restrict to any teacher the rights he and/or she may have under the existing laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by such laws and regulations.

Section 7. Teacher and Assignment Changes: All teachers (probationary and tenured) shall be given written notice (the class schedule shall suffice) of their assignment for the forthcoming year as soon as practicable, but no later than May 1.

The School District, however, reserves the right to revise schedules and assignments as needed. Teacher input will be sought prior to effecting a change in assignment.

Section 8. Use of School Property: Duly authorized representatives of the Exclusive Representative and its respective affiliates shall be permitted to transact official Exclusive Representative business on School District property, before or after the teacher's basic day, provided that this shall not interfere with or interrupt school operations.

Subd. 1. Facilities and Equipment: The Exclusive Representative shall have the right to use School District facilities and equipment at times when such equipment is not otherwise in use. Reimbursement for such usage shall be at the rate of School District cost. Use of School District facilities shall be in accordance with Policy 902.

Subd. 2. Posting of Notices: The Exclusive Representative shall have the right to post notices of activities and matters of the Exclusive Representative concern on teacher bulletin boards. The Exclusive Representative also may use the School District teacher mailboxes and School District E-mail for communications to teachers.

Subd. 3. School Building: The Exclusive Representative and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Meetings scheduled after the dinner hour (i.e. at night) will be scheduled through the building principal or superintendent. Charges will be effectuated if additional staff are required according to School District policy and at the School District costs.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules: All basic salary schedules of teachers, covered by this agreement, are set forth in Appendix II hereto attached and incorporated into this agreement. Such a salary schedule shall remain in effect during the duration of this agreement.

Section 2. Career Increments: Career increment amounts accumulated through the 2019-2020 school year will continue to be paid to teachers through the remaining years of their teaching service with the School District.

Section 3. Withholding of Salary Increase: All teachers shall be granted salary increments as indicated on the schedules set forth, except that if the School District decides to withhold an increment, the following procedure shall be followed:

1. The notice shall state in writing what conditions are considered unsatisfactory;
2. The School District shall provide reasonable time and supervision to enable the teacher to correct the deficiency;
3. Meetings between the teacher, the appropriate Principal and/or Superintendent shall be held for the purpose of discussing progress being made and for providing suggestions. If at the end of this time period, the teacher has corrected the situation, then the teacher's right to receive the increment shall be reinstated. If the situation has not been corrected, no reinstatement will occur.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining the placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane: Graduate and undergraduate and continuing education credits are eligible to be considered for application on any lane of the salary schedule and credits must be germane to the teaching assignment as determined by the School District.

Subd. 2. Grades and Credits: To apply on the salary schedule, all credits must be graduate credits, undergraduate credits or continuing education credits, must be earned beyond the bachelor's degree and must carry a passing grade. Undergraduate credits beyond a bachelor's degree that provide benefit to the School District are acceptable provided the Superintendent and teacher agree to a written plan of study prior to enrollment in the program or courses.

Continuing education credits (identified as 1) continuing education, 2) professional development, 3) staff development, 4) graduate-level, 5) or classes with a similar connotation) are eligible for lane advancement on a proportional basis.

Credits from classes referred to in the previous paragraph of this subdivision will have an equivalency of 1/3 graduate or undergraduate semester credit for the purposes of application to the salary schedule. Three (3) continuing education, or other with similar reference, will be equivalent to one (1) graduate or undergraduate semester credit.

A lifetime maximum of 60 continuation credits (equivalent to 20-semester graduate or undergraduate credits) will be accepted for application to the salary schedule. Combinations of graduate, undergraduate, and proportional continuing education credits may be used for lane advancement.

Subd. 3. National Board Certification: Any teacher who becomes Nationally Board Certified may be granted a stipend of \$600 annually as long as he (she) holds the certification. The National Certification must have prior written approval by the School Board at the Superintendent's recommendation. Subd. 4. a. Credit Approval: All credits to be considered for application on the salary schedule must be pre- approved by the Superintendent. The teacher must submit adequate evidence to the Superintendent for approval. Approval (or disapproval) of these credits shall be done in writing within 15 days of the Superintendent's receiving evidence from the teacher. Any course that is part of the faculty member's approved advanced degree program will be accepted for lane change.

If the Superintendent disapproves a request for prior approval or an application to the salary schedule, the faculty member shall within 15 days request a committee review. The Superintendent will convene within 25 school days of the request for review, a committee consisting of two Lake Park Audubon teacher representatives selected by the Lake Park Audubon Education Association, the Superintendent, and the building Principal. The committee will consider the application and either approve, disapprove, or come to a split decision. The building Principal will notify the teacher of the committee's decision.

The committee's decision to approve or disapprove is final. If the committee arrives at a split decision, the teacher may seek a remedy through the Grievance Procedure of this Agreement in Article XIV.

Subd. 4. b. Comprehensive Review: Prior to submitting for pre-approval, the teacher is responsible for course review to assure courses submitted for prior approval are graduate, undergraduate, or continuing education credits. The teacher must submit adequate evidence to the Superintendent for approval. If the transcript or any other information is obtained after prior approval, indicates that the class does not provide graduate or undergraduate or continuing education credit; credit will be applied to the salary schedule consistent with the credit level indicated on the transcript.

Subd. 4. c. Credits Earned Prior to School District Employment: Graduate, acceptable undergraduate credits and continuing education credits meeting the definition of germane and are germane to the teacher's current assignment, may be approved for lane advancement.

Subd. 4. d. Timeline For Credits Earned After Employment Commences: Courses submitted for prior approval must be completed and a transcript submitted within 12 months of the Superintendent's prior written approval.

This time limitation does not apply to graduate credits that are part of the teacher's approval and an accredited Master's/Doctoral program.

Subd. 5. Effective Date (Lane Change): Teachers may move from one lane to another at the beginning of the fall or spring semesters. Requests for a fall lane change may be made through September 15th. Requests for a spring lane change may be made through February 1st. Credits must have been earned prior to the September 15th or February 1st request deadline. Adjustments on the salary schedule will take place during the first pay period after the credits have been submitted by official transcript to the Superintendent and approved by the School Board at the next scheduled regular School Board meeting. Requests submitted after September 15th or February 1st will result in a delay of the lane change until the next September 15th or February 1st payday.

Subd. 6. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane in the teaching assignment or as approved in writing by the Superintendent in advance.

Subd. 7. Salary Schedule Placement: A first-year teacher who has had experience in other school systems will be placed on the salary schedule crediting a maximum of five years of experience with placement at up to Step 5 on the salary schedule. All other teachers shall be given full credit on the salary schedule for their previous experience in other school systems.

Subd. 8. Dates of Salary Payment: Paydays are scheduled for the 15th and the last calendar day of each month. On days when the 15th or the last calendar day falls on a weekend or holiday, payday will be the last business day preceding the weekend or holiday. Teachers will be paid in 24 equal installments. Extra-curricular pay will be included but only after the coach's or director's season starts. Subd. 9. Mileage: Teachers who may be required to use their own automobiles when traveling between buildings during the school day in the performance of duties shall be reimbursed for all such travel at the rate set by the School Board at its annual organizational meeting. Mileage will be reimbursed one (1) way if the teacher ends his/her duty day at the other building. Mileage will be reimbursed both ways if the teacher must travel back to fulfill their duty day. Personal mileage will be paid when School District transportation is not available.

Subd. 10. Additional License beyond a Master's: Social workers and counselors shall be placed on the salary schedule as agreed between the School District and the individual when first employed by the School District. A social worker or counselor may be granted a stipend equivalent to a lane change for the attainment of an additional license beyond a master's degree. The license must be germane to the social worker's or counselor's responsibilities within the School District and must include hours of instruction and/or supervised training equivalent to or greater than the number of semester hours required for a lane change. Supervision hours must be completed in a setting outside the normal hours of responsibility at LPA. One (1) semester credit hour equals thirty (30) instructional clock hours or thirty (30) supervised clock hours. The Superintendent will determine the equivalency of the license and provide recommendations to the School Board. Upon approval, the stipend will be paid annually in twenty-four (24) monthly payments as long as the individual holds the license. Stipends will be paid for a maximum of two licenses beyond a master's degree. A social worker or counselor who requests a lane change for an additional license is not eligible for lane changes for the accumulation of additional hours or licensure beyond a master's degree.

Subd. 11. a.: A teacher holding a career and technical education (CTE) license is eligible for additional compensation at the rate of \$1,000 annually. The teacher must maintain the license, teach a minimum of one CTE class (or two-semester credits), maintain proper state program eligibility, conduct annual advisory meetings, attend CTE training and workshops, and submit a minimum of one proposal for CTE funding (Federal Perkins Grants) annually.

Subd. 11. b.: A teacher teaching an Advanced Placement (AP), concurrent enrollment, or articulation agreement for college credit (AACC) certified teacher is eligible for additional compensation at a rate of \$1,000 annually. The teacher must maintain the license, teach a minimum of one certified class (or two-semester credits), maintain proper program eligibility, conduct required meetings and/or observations, and attend required program meetings.

Subd. 11. c.: A teacher is eligible to receive a maximum of \$1,000 of additional compensation annually as

defined above in 11. a. and 11. b.

Section 5. Additional Compensation: Any duties performed by a teacher during a preparation period, or other than normal teaching hours, at the request of the School District and mutually consented to, shall be reimbursed at the rate of \$30.00 per hour. When the School District is unable to find a substitute to cover a teacher's absence, other teachers may be asked to cover the absence. When the teacher agrees to cover the absence, the teacher shall be paid at the rate of \$30.00 per hour for the 2023-2025 school years.

Faculty members will be compensated at a rate of \$30.00 per hour for their accumulated paid time off. Voluntary committee work is not eligible for PTO or additional pay. Teachers who have PTO balances as of January 1, 2022 will be allowed to use these accumulated hours until their balance is depleted. PTO hours cannot be earned after January 1, 2022.

Subd. 1. Concert Pay: Elementary teachers supervising at elementary concerts outside of the contract day will be reimbursed for 1.5 hours on the Agreement rate specified in this section. Music teachers receiving co-curricular compensation for music are not eligible for this compensation.

Subd. 2. Mentor Pay: A teacher that serves as a mentor will be compensated at a rate of \$400 per semester. If assigned two mentees, mentor will receive an additional \$250 total. Mentees will be compensated at a rate of \$400 per semester.

Subd. 3. Pay Deductions: A penalty of the teacher's annual salary (including extra-curricular pay in season) divided by the number of teacher duty days, multiplied by the number of days unexcused, may be withheld from the teacher's pay in the event that the teacher is found to have been absent without cause under the provisions of this Agreement.

Subd. 4. Teacher Resignation: Pursuant to M.S. 122A.40, Subd. 7 any full-time, non-probationary teacher who resigns after the statutory deadlines shall pay a fee to the School District to receive an individual teaching contract release from the School District. If an agreement as to the terms and conditions of employment for the succeeding school year has been adopted pursuant to the provisions of sections 179A.01 to 179A.25, the fee schedule shall be: Prior to May 10 = \$0; May 10 – May 30 = \$500; June 1 – June 30 = \$1,000, and July 1 or later = \$1,500. The statutory resignation deadline for a probationary teacher is July 1. The individual teaching contract release of a probationary teacher is July 1. The individual teaching contract release of a probationary teacher after July 1 will require a fee of \$1,500.

If an agreement as to the terms and conditions of employment for the succeeding school year has not been adopted pursuant to the provisions of sections 179A.01 to 179A.25, prior to March 1, the teacher's right of resignation is extended to the 30th calendar day following the adoption of said Agreement in compliance with section 179A.20, subdivision 5. Such written resignation by the teacher is effective as of June 30 if submitted prior to that date and the teacher's right of resignation for the school year then beginning shall cease on July 15. Any part-time teacher who resigns after the statutory deadline shall pay a percentage of the fee equivalent to the teacher's FTE.

The Board will waive the resignation fee due to: 1) the employee's inability to continue work due to their health when substantiated by a physician's statement, 2) the employee's inability to continue work due to health of the employee's spouse or child living in the employee's home when substantiated by a physician's statement, 3) the employee's suspension or ongoing investigation of the employee, 4) the employee's resignation to accept another position within the District, or 5) a change in residence location of 90 miles or more from Lake Park or Audubon due to a change in employment of the employee's spouse.

The assessed fee will be returned to the teacher, tenured, or probationary if replacement interviews have not been scheduled within 45 days of the teacher's resignation.

ARTICLE VII EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Appendix I of this Agreement (entitled Extra-

Curricular Schedule) shall be part of this Agreement.

For purposes of determining extra-curricular pay, placement shall reflect the teacher's total tenure in the activity in the School District, or negotiated prior experience. Activity experience outside the School District is limited to five (5) years unless prior School Board approval is given. Teachers who are assigned or given assignments in the same sport shall retain their step on the extra-curricular salary schedule. Teachers who are assigned or given assignments in the same activity shall be placed on the extra-curricular salary schedule according to the ratios presented below.

LPA Experience:

Lateral Move (9th, C, JV, or 7th & 8th) – One Step for each year of experience up to Step 10

Moving Up (Asst, JV, C, or 9th to Head) – One Step for two years of experience up to Step 10

Moving Up (JH to 9th, C, or JV) – One Step for two years of experience up to Step 10

Moving Up (JH to Head) – One Step for three years of experience up to Step 10

Moving Down (Head to any level) – Maintain all years of experience up to Step 10

Out of District Experience:

Lateral Move – One Step for each year of experience up to Step 5 unless prior School Board approval is given.

Moving Up (Asst., JV, C, or 9th to Head) – One Step for two years of experience up to Step 6

Moving Up (JH to 9th, C, or JV) – One Step for two years of experience up to Step 6

Moving Up (JH to Head) – One Step for three years of experience up to Step 6

Moving Down (Head to any level) – Maintain all years of experience up to Step 6

Section 2. Practice Starting Dates: The MSHSL establishes starting dates for athletic seasons. Coaching salaries will be proportionately decreased if practices start later than MSHSL starting dates. The athletic season length used to calculate proportionate salary is the number of days from the MSHSL starting date of the respective sport until the date of the earliest MSHSL sponsored playoff/tournament in the sport.

Section 3. Non-Scheduled Extra-Curricular Assignment: If an assignment is made to any teacher not covered by the Master Agreement, the compensation shall be agreed upon for that season or for that school year between the School District and the Exclusive Representative.

Section 4. Post-Season Compensation for MSHSL Events and School District Sponsored Activities: Coaches and advisors of teams and groups participating in post-season competitions will receive a \$100.00 stipend for each post-season level of competition. See Appendix X.

Section 5. Athletic Admission: Teachers and their immediate family members will have free admission to local athletic contests during the school year.

Section 6. Activities Event Worker Assignments: Except for positions that have regularly been filled by non-teachers, teachers will be provided the first opportunity to fill event worker positions (ticket sellers, timekeepers, bookkeepers, referees, sideline officials, etc.). The compensation schedule will be created by the Activities Director and High School Principal and approved by the School Board.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Earned Sick & Safe Leave:

Subd. 1: A full-time teacher shall earn sick and safe leave at a rate of 15 days each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. All teachers shall be granted six (6) days at the beginning of the school year.

Subd. 2: Unused sick and safe leave may accumulate to a maximum credit of 120 days of sick and safe leave per teacher.

Subd. 3: Earned Sick and safe leave with pay will be allowed by the School District whenever a teacher's absence is necessary for the following reasons:

- The employee's mental or physical illness, treatment or preventive care;
- A family member's mental or physical illness, treatment or preventive care;
- Absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Earned Sick and safe leave may be used for the care and support of a teacher's:

- Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- Spouse or registered domestic partner;
- Sibling, stepsibling or foster sibling;
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- Grandchild, foster grandchild or step-grandchild;
- Grandparent or step-grandparent;
- Sibling's child;
- Parent's sibling;
- Child-in-law or sibling-in-law;
- Any of the family members listed in 1 through 9 above of a teacher's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the teacher is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

This list is pursuant to MN statutes 181.940 et. seq.

Subd. 4: The school district may require an employee to provide reasonable documentation of ESST use only when more than three consecutive days of ESST are used. If the employee is unable to secure the requested documentation, in most cases the employee may supply the employer with a written statement indicating the employee is using or used ESST for a qualifying purpose. The written statement may be written in the employee's first language and does not need to be notarized or in any particular format.)

Subd. 5: Sick and safe leave allowed shall be deducted from the accrued sick and safe leave days earned by the teacher.

Subd. 6: Sick and safe leave pay shall be approved only upon submission of a request form completed online.

Subd. 7. Sick Leave Bank: A sick and safe leave bank will be established and is expressly intended to be used by any teacher who is physically incapable of performing his/her duties due to accident, serious illness, or pandemic related absences after he/she has used his/her personally accumulated sick leave. Applications for use of these days will be made to the EM - LPA Executive Committee which will approve or disapprove the application and inform the School District of its decision.

Membership will be open to all teachers at the beginning of each school year or the beginning date of their contract thereafter.

All teachers who wish to participate will be assessed one day of sick and safe leave. All assessed days will be accumulated from year to year in a bank where they will be available to participants who have used all their designated sick and safe leave days. When all the days in the bank have been exhausted, all participants will be reassessed one day.

The sick and safe leave bank shall not be used when a teacher qualifies for disability income insurance.

A teacher may withdraw from the sick and safe leave bank at the beginning of any school year. In case of withdrawal, a teacher's contribution of days to the sick and safe leave bank stays in the bank.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and execution or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of the administration of the teacher sick leave bank as specified by the Exclusive Representative as provided. Any teacher sick and safe leave bank challenge shall not be subject to the grievance procedure.

Teachers utilizing the sick and safe leave bank will not accumulate additional leave days or benefits during the period of absence.

Section 2. Worker's Compensation: Pursuant to MN Statute, Chapter 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Emergency Leave: A full-time teacher may be granted paid emergency leave, at the discretion of the Superintendent, upon written request stating the reasons therefore for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered by other provisions of this Agreement. All such emergency leave granted will not be deducted from personal leave. It will be deducted from sick leave.

Section 4. Personal Leave:

Subd. 1: A full-time teacher may be granted a personal leave at the discretion of the Superintendent.

- a. At the beginning of each school year, each teacher shall be credited with three (3) days of personal leave.
- b. Personal leave is accumulative to a maximum of five (5) days total. Leave is to be used for the teacher's personal business which cannot be performed at any other time.
- c. Carryover leave will never exceed three (3) day's total accumulation.
- d. In the month of June, teachers will be compensated at the substitute teacher rate for personal leave accumulation exceeding three (3) days.
- e. A teacher leaving District employment will be compensated for their total unused personal leave by June 15 in exchange for pay at the substitute teacher's daily rates.

Subd. 2: The School District shall pay the salary of substitutes hired when personal leave is granted pursuant to this section.

Subd. 3: The teacher complete leave request online before the date of their leave time.

Section 5. Bereavement Leave: Leave may be granted for up to five (5) days per occurrence with pay for the death of a spouse, child, parent or sibling, and three (3) days per occurrence with pay for the death of a grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, cousin or brother or sister of the parent of the teacher or his/her spouse, and one (1) day with pay per school year for the death of a friend. Bereavement leave with pay will be deducted from sick leave. Leave without pay may be granted for other or extended bereavement as determined by the Superintendent.

Section 6. Child Care Leave:

Subd. 1: The District shall grant child care leave of up to 12 months without pay or insurance benefits to any teacher, regardless of marital status, who requests such leave for the purpose of providing parental care to his or her natural-born infant, unborn or adopted infant or newly adopted child, subject to the provisions of this section.

Subd. 2: In the event of pregnancy, a teacher may commence either a pregnancy leave without pay prior to the onset of disability occasioned by childbirth or the teacher may continue teaching until the onset of the disability and thereafter commence sick leave with pay.

- a. Pregnancy Leave: If a pregnant teacher chooses to commence a pregnancy leave, she shall first submit a written application to the School District at least two (2) months prior to the beginning of the leave. The application shall provide notice of the teacher's expected delivery date as determined by her attending physician. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery.
- b. Sick Leave: If a pregnant teacher chooses to continue teaching until the onset of disability occasioned by pregnancy and childbirth, she shall notify the School District in writing at least two (2) months prior to the expected delivery date as determined by her attending physician. The teacher may utilize her accumulated sick leave through the period of pregnancy-related disabilities, childbirth, and recovery as determined by her attending physician.

Subd. 3: A teacher making an application for child care leave shall inform the School District in writing of his or her intention to take the leave at least two calendar months before the commencement of the intended leave. The date of return from the leave shall be determined by mutual agreement between the teacher and the School District. If the teacher initiates a pregnancy leave pursuant to paragraph a. above, or sick leave pursuant to paragraph b. above, she may elect to notify the School District of her intent to take a child care leave or any time thereafter, but not later than two months prior to the commencement of child care leave. A teacher shall not accrue additional sick leave beyond the period of time certified by the physician as the point of termination of the disability.

Subd. 4: 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. 5: Upon return from child care leave, the teacher shall be reinstated to his or her original position or to a position of similar status and conditions for which he or she is licensed unless previously discharged or previously placed on unrequested leave of absence. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and benefit status and other advantages accrued prior to taking the leave. These provisions shall also apply to a teacher returning from pregnancy leave or sick leave. The teacher shall not accrue additional experience credit for pay purposes during the period of absence beyond the period of time certified by the physician as the termination point of the disability unless 90 or more working days and/or sick days are accrued.

Subd. 6: A teacher on child care leave is eligible to participate in group health insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, except for individual benefit eligibility provided within FMLA or otherwise required by law, for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. 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.

Section 7. Exclusive Representative Leave: The School District must afford days off to elected officials or appointed representatives of the Exclusive Representative, in accordance with PELRA, for the purpose of attending delegate assembly meetings or other meetings when school is in session or to attend arbitration, negotiations, mediation, or other judicial or administrative tribunals. The Exclusive Representative shall receive credit for ten (10) such days each year, non-accumulative. Further, such leave shall be with pay and the Exclusive Representative shall pay for the substitute when such leave is granted.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Jury Duty Leave: Any teacher who is called for jury duty shall be compensated for the difference between the teacher's pay and the pay received for the performance of such obligation.

Section 10. Adoption Leave: Any teacher may be granted adoption leave under the provisions of Section 3, Emergency Leave. This is to be deducted from sick leave.

Section 11. Professional Leave: Upon written application, a teacher who has been employed by the School District as a teacher for a minimum of four (4) years may be granted an unpaid leave of absence up to two (2) years for the purpose of engaging in study (at an accredited college or university) reasonably related to his/her teaching responsibilities foreign or military teaching programs; Peace Corps or Job Corps as a full-time participant in such program; and/or cultural or work programs related to his/her professional position.

Upon return from such leave, the teacher shall be placed at the same position on the salary schedule, unless previously terminated or placed on ULA. The teacher shall maintain the same benefits, compensation and other advantages that he or she would have received or accrued had he or she taught in the School District during such period.

Section 12. Response Time: The Superintendent or his/her designee shall attempt to respond to all written leave requests within five (5) school days after the request is submitted to the Superintendent in writing.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Day: The teacher's day shall be eight (8) hours per day.

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

Section 3. Additional Activities: In addition to the basic school day, teachers may be asked to participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular and supervisory activities such as activities supervisor, ticket taking, and concession, or as determined by the School District for which the teacher will be compensated at rates specified in Appendix I.

Section 4. Duty-Free Lunch: All teachers shall have not less than 25 minutes of duty-free lunchtime. Lunchtime shall be uninterrupted and continuous whenever possible. Section 5. Emergency Closing: In the case of an emergency closing of school during the school day, teachers will be released as soon as the students have departed, provided it is determined by the Superintendent or his/her designee that there exist unsafe, hazardous or life-threatening conditions.

Section 6. Prep Time and Workload: In accordance with Minn. Stat. 122A.50, preparation time shall be calculated by the following ratio:

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. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers.

Grade 7 – 12 teachers on the basis of a seven-period day, teachers in the secondary grades shall not be required to teach more than six (6) classes per day unless agreed upon with a memorandum of understanding.

Section 7. Alternative Scheduling: A teacher can be scheduled to work an alternative schedule that includes a class period preceding or following the teacher's basic day. The alternative schedule requires mutual agreement between the teacher and Principal and approval by the School Board. The alternative schedule will be equivalent in length and workload to a teacher's basic day for a period not to exceed one year unless a subsequent agreement is approved by the teacher, Principal, and School Board.

ARTICLE X SUBSTITUTE TEACHERS

Section 1. Unit Status: In accordance with the PELRA, any substitute teacher who replaces the same teacher for more than 15 consecutive days in a school shall be classified as a long-term substitute.

Section 2. Terms and Conditions of Employment:

Subd. 1. Long Term Substitutes: For the purpose of this Article, a long-term substitute teacher is a unit member who has replaced the same teacher for more than 15 consecutive days. The terms and conditions of employment for long-term substitutes shall be as follows:

1. Salary based upon the appropriate salary schedule placement and the quantity of work time calculated pursuant to Article XI (Part-Time Teachers);
2. Sick Leave in accordance with Article VIII, Section 1;
3. Workers' Compensation as per Article VIII, Section 2;
4. Jury Duty in accordance with Article VIII, Section 9;
5. Hours of Service per Article IX, Section 1;
6. Length of School Year per Article XII, Section 1;
7. Public Obligation per Article XVII.

Subd. 2. Casual Substitutes: For the purposes of this article, a casual substitute teacher is a teacher who does not work more than 15 consecutive days replacing the same teacher. Casual substitutes shall be paid only per diem wage rate set by the School District and shall not be eligible for any of the provisions of this Agreement.

ARTICLE XI PART-TIME TEACHERS

The School District reserves the right to hire part-time teachers at its discretion.

The School District also reserves the right to establish class schedules and lengths of class periods and other scheduling matters at its discretion.

Full-time teachers are contracted to work a full day of eight hours (8 hrs) for the entire year in accordance with the number of days (179) specified in the Agreement. Part-time teachers work less than a full day and/or less than the entire year.

Subd. 1. The following calculation will be used to determine the part-time teacher's FTE equivalent:

The part-time teacher's actual number of minutes of instruction per day shall be multiplied by 1.6. This determines the part-time teacher's obligation to the School District. The obligation also includes the part-time teacher's preparation period.

The obligation time calculated in Subd. 1 above shall be divided by 480 minutes (8 hours) to determine the part-time teacher's FTE equivalent.

Teachers who teach less than 100 minutes per day will be granted and compensated for 25% of a preparation period. Teachers who teach from 101 to 199 minutes per day will be granted and compensated for 50% of a preparation period. Teachers who teach from 200 to 249 minutes per day will be granted and compensated for 75% of a preparation period. Teachers who teach 250 minutes or more per day will be granted and compensated for a full preparation period.

Teachers at 0.6 FTE or higher will receive a paid 25 minute lunch.

All part-time teachers must be in attendance for non-student days as if she/he were full-time. This includes staff development/workshop days, parent-teacher conferences, etc. The part-time teacher will be compensated for the additional time above their contracted FTE status at the rate established by the School District.

Subd. 2. Percentage of Full-Time Benefits: Benefits for part-time teachers will be proportionate to the rates of full-time teachers, including ECFE/SR and Title 1/ADSIS, according to Subd. 1. Group insurance will be proportionate up to .75 FTE at which time full benefits are applied.

ARTICLE XII LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct the school. The basic school calendar shall have 179 teacher duty days but shall not exceed its hourly equivalent should a four-day week be adopted.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties when that day is "made up," as determined by the School Board.

Section 3. After School Meetings: Teacher meetings that are scheduled by the Superintendent or his/her designee shall be announced at least 24 hours in advance of the meeting. Emergency meetings are excluded from this time requirement. The School District shall determine if an emergency does exist. Workshops and curriculum meetings shall be announced at least 48 hours in advance of the meeting.

ARTICLE XIII UNREQUESTED LEAVE OF ABSENCE (ULA) AND RECALL

Section 1. ULA:

Subd. 1. Terms: The School Board may place on ULA 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. Such leave of absence shall continue for a period of 3 years, after which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the Superintendent by April 1st of any year a written statement requesting reinstatement. Such leave shall be effective at the close of the school year or such earlier time as mutually agreed upon by the teacher and the School Board.

Subd. 2. Seniority: "Seniority" applies only to Tier 3 and Tier 4 teachers and commences with the first day of continuous teaching service in the School District.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter licensed, as calculated by the initial date of continuous teaching service.

Subd. 4. Notice: Teachers placed on such leave shall receive final notice of placement on leave by July 1 of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 5. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District affirmation 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. 6. Additional Assignments: If a reduction in the number of teachers based on seniority would result in the discontinuance of any curricular program, the teacher employed in such a program may not be placed on such leave, at the discretion of the School District.

Subd. 7. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period 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.

Subd. 8. Tie-Breakers:

1. Total years in education as a teacher (as defined by Article III, Section 2.);
2. Current year full-time teachers over a current year part-time teachers;
3. Most areas of certification;
4. Most number of years as a teacher or administrator in the School District;
5. Most extra-curricular assignments in the current school year;

6. The major certification shall take precedent over minor certification;
7. The higher lane placement on the salary schedule;
8. The Exclusive Representative and the School District negotiate further tie-breakers; and
9. If a tie remains after one (1) through eight (8) above have been applied, the School Board shall make the final determination.

Section 2. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the School District while any teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available position in the School District in the fields in which they have been placed on ULA or any other available position in the School District in the fields in which they are licensed 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 unrequested leave, a teacher shall file name and address with the Superintendent's office to which any notice of reinstatement or availability of position shall be mailed. It shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Any notification to such teacher shall be by certified mail. 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 herein.

Subd. 3. Acceptance of Re-employment: If a position becomes available for a licensed teacher on ULA, the School District shall notify the teacher, who shall have 10 working days from the date of such notice to accept the re-employment. If a teacher responds within 10 working days but is unable to accept due to a contract in another district, all recall rights will remain. Failure to accept, in writing, for other reasons than above, within such ten-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement of employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease three (3) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and teacher.

Section 3. 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 4. Filling of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing a teacher on ULA, only those licenses actually received in the Superintendent's office for filling as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for current reduction.

Section 5. Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list by name, date of employment, qualification, and subject matter or field, to be prepared from its records. The School Board shall thereupon cause such list to be posted by November 1st in an official place in each school building of the School District.

Subd. 2. Request for Change: Any teacher whose name appears on such a list and who may disagree with the order of seniority in the said list shall have ten (10) working 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) working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in the said list and may make such changes the School District which shall be binding on the School District and any teacher. If disagreement to placement on the seniority list has not been satisfactorily resolved, the issue may be finalized through the grievance process.

Section 6. Procedure: Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures. 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 as regulated by MN State Statute 122A.40. All challenge proceedings must be completed by June 30th.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions in 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.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended or reduced by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law and shall not include any Saturdays or Sundays.

Subd. 3. Computation of Time: In computing, any period of this time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is Saturday, Sunday, or a legal holiday, in which event the period of time 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 herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances 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 provisions of the Agreement allegedly violated and the particular relief sought within 20 days after the notification date that the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall be made to adjust an altered grievance informally between the teacher and the School District's designee.

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 discussions, the School District's designee shall give a written decision on the grievance to the parties involved within ten 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 of schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. 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 ten 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 Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. 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 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 notify the parties of the intentions to review within ten 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. In such an event, the right of appeal from such a decision shall exist for ten days after receipt of written notice thereof.

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

Section 8. Mediation Procedures: In the event that any grievance between the School Board and a teacher, the grievance may be submitted to mediation by mutual consent of both parties as defined herein:

Subd. 1. Request: A request to submit a grievance to the Bureau of Mediation Services (BMS) must be in writing, signed by both parties of the grievance and such request must be filed in the office of the BMS and a copy provided to both parties within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Submission of Grievance Information: Upon appointment of the mediator, the parties to the grievance shall conform to the timelines and procedures prescribed by the mediator.

Subd. 4. Decision: The decision by the mediator shall be rendered within the timeline established by BMS. Decisions by the mediator are not binding, or if no solution is reached; the parties may have an idea of how

Their argument will be received by an arbitrator. If no resolution is achieved in the mediation process, the issue will resort back to the grievance process at the appropriate step and level.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with mediation including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in mediation.

Subd. 6. Jurisdiction: The mediator shall have jurisdiction over disputes or disagreements relating to grievances properly before the mediator pursuant to the terms of the procedure. The jurisdiction of the mediator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall a mediator have jurisdiction over any grievance which has not been submitted to mediation in compliance with the terms of the grievance and mediation procedures outlined herein; nor shall the jurisdiction of the mediator 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 and direction and the number of personnel. In considering any issue in dispute, in his/her order the mediator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitrations defined herein:

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 days following the decision in Level III of the grievance procedure.

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 ten days after the request to arbitrate, attempt to agree upon the selection of the arbitrator, providing such request is made with 20 days after a request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. The failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within ten days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following:
 - I. The issues involved;
 - II. Statement of the facts;
 - III. Position of the grievant;
 - IV. The written documents relating to Section 5. Article XIV of the grievance procedure.
- b. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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 *de NOVO*.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within 30 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.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connecting with presenting its cases in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of the procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration compliance with the terms of the grievance and arbitration procedures outlined herein; 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 selections and direction and the number of personnel. In converting an issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XV PROGRESSIVE DISCIPLINE

Section 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the teacher and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S.122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A teacher who is the subject of discharge shall be governed by M.S.122A.40, and such action shall not be

subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2, above, the teacher shall be afforded an opportunity to meet with the Superintendent or his/her designee, and the teacher may elect to have a representative in attendance at any such meeting.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within ten (10) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and the length of the suspension were appropriate considering the circumstances surrounding the action.

Section 5. Removal from Duty – Investigation: Nothing in this article shall apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension unless such suspension is invoked under the provisions of M.S.122A.40, Subd. 13., and which shall not be subject to the grievance procedure.

ARTICLE XVI GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization: The School District shall annually provide up to \$5198 in 2023-2024 and \$5198 in 2024-2025 toward single coverage or up to \$8284 in 2023-2024 and \$8284 in 2024-2025 for family coverage for each teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization and dental insurance plans. A married couple teaching in the School District, who qualifies for and is enrolled in the School District's group health and hospitalization and dental insurance plans, can receive up to two times the single coverage amount of the District's contribution.

A teacher with a non-teaching spouse employed in the School District may choose either the single benefit amount and the teacher's spouse will receive his/her insurance benefit or the teacher may choose the family benefit and the teacher's spouse will not be eligible for a health insurance benefit.

All married teachers must select single insurance if they do not have dependents. All single teachers must elect single insurance if they do not have dependents. Any additional costs of premiums shall be borne by the teacher and paid by payroll deduction.

Section 3. Long Term Disability Insurance: The School District shall provide every teacher who qualifies for and is enrolled in the School District's Long Term Disability Insurance Plan with long-term disability insurance. For the information of teachers, the insurance shall become effective 90 days following the certified disability. The benefit shall be 66 and 2/3's percent of the teacher's "base salary." The carrier will be selected by the District. The plan shall provide the option for teachers to purchase additional disability insurance, at the option of the carrier, at their own expense.

Section 4. Term Life Insurance: The School District shall contribute up to \$150 for each full-time teacher if that teacher qualifies for and is enrolled in the School District's group plan toward a \$50,000 term life insurance policy. The contribution of part-time teachers shall be pro-rated in the same manner as other insurance. The benefit reduces to 65% upon the attainment of age 65 and reduces to 50% upon the attainment of age 70 and will terminate upon retirement.

Section 5. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all Districts' participation and contribution shall cease, effective on the last working day (except as might be provided by the laws of the State of Minnesota or other languages in this Agreement).

Section 7. Change of Carrier: In any given year in which the premium increases more than 50% or if both parties mutually agree to do so, there shall be cause to rebid this insurance.

Section 8. Eligibility:

Subd. 1: Full benefits provided in this article are designed for full-time teachers regardless of when their employment began. The benefit is paid over 12 months, beginning with September 1 of the contract year. Benefit for full-time teachers beginning after September 1 will have benefit prorated based on the starting date and September 1.

Subd. 2: Part-time teachers who are employed more than .75 FTE per day shall be eligible for the full benefit. This stipulation must be subject to the insurance carrier agreement.

Subd. 3: Teachers placed on ULA shall remain eligible for participation in the School District's group insurance programs at their own expense for the duration of their reinstatement period following COBRA.

ARTICLE XVII RETIREMENT PROGRAM

Section 1. Eligibility:

Subd. 1: Teachers with less than nine (9) years of full-time service with the District as of September 1, 2000, shall only be eligible for the 403(b) plan (2B) described below.

Subd. 2: For teachers employed a minimum of 15 consecutive years of teaching service, the February 1 and three-month notice requirements may be waived at the discretion of the School Board due to a documented medical or emotional condition of the teacher that prevents employment or greatly limits the teacher's ability to teach effectively. The employee must submit an application for a waiver to the superintendent who will submit the waiver to the School Board for consideration.

Subd. 3: Eligible teachers on unpaid leave or on sabbatical may not participate in the 403(b) matching program until the teacher returns to regular service. Teachers who were employed in a part-time teaching capacity are eligible for retirement benefits under this article, but their benefits will be prorated based on their actual percentage of full-time equivalency (FTE).

Subd. 4. Disqualification: The benefits under Section 2 below shall not be granted to any teacher who is discharged under MN Statutes 122A.40 by the District, nor shall benefits be granted retroactively.

Subd. 5: Eligibility requirements for current retirement options are described in Section 2 below.

Section 2. 403(b) Plan:

Subd. 1: School District matching contributions to a 403(b) plan must be directed to insurance companies approved by the Minnesota State Board of Investment. The 403(b) plan shall comply with the I.R.S. Code, 26, U.S.C. 403(b).

Subd. 2: The plan year shall be September 1 through August 31.

Subd. 3: In each year, an eligible teacher may make an application for participation by February 1st of each school year or within 30 days after the ratification of the Master Agreement (whichever is later). A faculty member who is hired after September 1st or is less than full-time will be eligible for a proportionate benefit based on the number of contracted days or their full-time equivalency. Staff members hired after February 1st will have 30 days to make an application for participation.

Subd. 4: There shall be a lifetime teacher cap of \$20,000 on School District Contributions.

Subd. 5: Yearly matching amounts paid by the School District shall be limited to a maximum amount as follows:

| Years of Employment | Maximum Amount Match |
|---------------------|----------------------|
| 1-3 | \$250.00 |
| 4-6 | \$500.00 |
| 7-9 | \$750.00 |
| 10-14 | \$1,000.00 |
| 15-19 | \$1,250.00 |
| 20+ | \$1,500.00 |

Subd. 6: The parties agree that any description of benefits contained in this section is intended to be informational only and the management of contributed funds is the responsibility of the provider selected by the teacher. It is further understood that the District's only obligation is to make contributions as specified in this article and that no other claim shall be made against the District pursuant to this article.

Section 3. Insurance Benefits: Insurance benefits provided in this Section shall be provided to eligible teachers as follows:

Subd. 1: Teachers who were employed by the District prior to September 1, 1991, and have completed at least ten (10) years of continuous service in the School District and are at least fifty-five (55) years of age by September 1 in the year of retirement shall be eligible for insurance benefits under the terms of this section. Teachers employed after September 1, 1991, must have completed fifteen (15) years of service to qualify for insurance benefits under this section.

Subd. 2: In order to receive the insurance benefits in this section, a teacher must submit his/her written resignation to the School District by February 1 of the school year at the end of which the resignation will be effective. If the teacher resigns during the school year, he or she shall provide the School District with notice of the resignation at least three months before the effective date of the resignation.

Subd. 3. Rate of payment: This section shall be restricted by requirements under Article XVI, Section 2. of this Agreement pertaining to eligibility. The contribution to be paid by the School District for hospitalization, medical and surgery coverage shall be based on the contribution paid by the School District in effect at the time of retirement according to the following schedule:

Single Coverage – School District contribution up to \$3,449 for the 2023-2024 school year, and \$3,499 for the 2024-2025 school year.

Family Coverage – School District contribution up to \$5,443 for the 2023-2024 school year, and \$5,493 for the 2024-2025 school year.

NOTE: \$6,898 in 2023-2024 and \$6,998 in 2024-2025 are the maximum School District contributions for a married couple employed on or before September 1, 1997, and employed by the School District on September 1, 2003.

The Subd. 3 insurance benefit will not apply to teachers hired after July 1, 2021.

Subd. 4: Dental insurance premiums and life insurance premiums shall be 100% paid by the retired employee. Consistent with the District Life Insurance contract, a retiree may only participate for a period of eighteen (18) months after retirement. The District contribution towards health insurance will cease when; The retiree reaches the age of Medicare/Medicaid. If the retired teacher changes from individual to family plans or increases the family coverage, the teacher shall pay 100% of the family premium.

Subd. 5: A teacher may stay in the dental plan for 18 months at his or her own expense once district employment has ended according to MN Statute 471.61.

Subd. 6: If the retiree should die before receiving the maximum amount of insurance benefits under this Section, benefits will cease.

Section 4. Retirement Payment for Teachers Retiring Under Section 2. 403(b) Plan

Subd. 1: In addition to 403 benefits, teachers retiring under Section 2. 403(b) Plan and eligible pursuant to Section 4, Subd. 1, shall receive as a Retirement Incentive the amount obtained by multiplying the teacher's accumulated and unused sick leave days on the date of retirement up to a maximum of one hundred twenty (120) days times 25% times the daily rate of pay during the last year of employment into an approved 403(b) Plan. In order to be eligible for this payment, the teacher must have submitted his/her resignation in accordance with Section 3, Subd. 2. Sick leave shall also accumulate the last year of employment. The total amount of unused sick pay into an approved 403(b) Plan shall not count against the total contribution applied in School District maximum lifetime caps of the School District contributions in Section 2. 403(b) Plan, Subd. 4.

Any compensation received for extracurricular, co-curricular, extended employment, or other compensation shall not be figured into the teacher's daily rate of pay.

Subd. 2. The Early Retirement Incentive calculated under Subd. 1 will be paid to a teacher in one installment in October in the first year following retirement. If the teacher should die prior to all benefits being paid, the remaining amount will be paid to the teacher's beneficiary.

Section 5. This article shall not be retroactive to any teacher who had retired prior to the terms of this Agreement.

ARTICLE XVIII PUBLIC OBLIGATION

The parties recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the School District is of paramount importance.

The parties agree that procedures affecting this article are provided for by the Act and, therefore, shall not be subject to the grievance or arbitration procedures.

The Exclusive Representative agrees, therefore, that during the term of this Agreement, neither the Exclusive Representative nor any individual teacher shall engage in any unfair labor practice as defined by PELRA, 170A.13, Subd. 3. The parties agree that procedures affecting this article are provided for by PELRA, 179A.68, Subd. 1, and therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XIX ADSIS/TITLE 1 TEACHERS

Section 1. Salary Schedule:

ADSIS and/or Title I licensed teachers are compensated on a combined salary. The ADSIS portion of the position is paid from the teacher matrix and Title I portion is paid from the hourly matrix in Appendix II B. (Pay example: .5 FTE ADSIS pay from the teaching salary schedule and .5 FTE hourly pay to make combined yearly pay.) Changes to the hourly schedule will follow the same percentage increases agreed upon for the teaching salary schedule. Teachers hired on 08/31/2015 (.7/.3) and 08/26/2019 (.2/.8) will have combined pay grandfather status. Once their employment ends the grandfather clause is void.

Section 2. Seniority and Transfer: ADSIS and/or Title I teachers shall have a separate seniority list consisting only of Title I and/or ADSIS teachers. Any teacher not fully funded through a combination of Title I and/or ADSIS funding remains on the K-12 seniority list.

Subd. 1 Seniority: Seniority applies to Tier 3 and Tier 4 teachers and commences with the first day of continuous teaching service in the School District following procedures as determined by M.S. 122A.40.

Subd. 2 Transfer: ADSIS and/or Title I teachers may apply for other open teaching positions in the district. If hired for said position, the ADSIS and/or Title I teacher will retain all seniority earned in the district which is to be applied to the appropriate seniority list. Lateral transfer seniority also applies from other teaching positions to ADSIS and/or Title I positions.

Section 3. Sections of the Master Agreement Not Applicable: ADSIS and/or Title I teachers shall not be eligible for the

following articles of the Master Agreement.

Article VI, Section. 1: Basic Schedules and Rate of Pay

Article XIII, Section 1 Sub. 2: Unrequested Leave of Absence (ULA) and Recall; Seniority

ARTICLE XX DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2025, and thereafter until modifications are made pursuant to PELRA. In the event a successor Agreement is not entered into prior to the commencement of school in 2025, a teacher shall be compensated according to the last individual contract executed between the Exclusive Representative and the School District until such time a successor Agreement is executed. Such compensation shall be retroactive. The unpaid balance shall be paid in one lump sum within two (2) months of the signing of the Agreement. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Exclusive Representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior 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 contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

**Independent School District #2889
Lake Park Audubon Public Schools**

Dated _____ day of _____, 2023

By: _____
Its Chair – Becky Mitchell

By: _____
Its Clerk – Marge Beaudine

Lake Park Audubon Education Association

Dated _____ day of _____, 2023

By: _____
Its President – Kristen Frank

By: _____
It's Chief Teacher Negotiator – Amanda
Snyder

Appendix I – Extra-Curricular Schedule

| Activity | Coach | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---------------------------------|----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Football | Head | \$4,680 | \$4,748 | \$4,834 | \$5,005 | \$5,091 | \$5,177 | \$5,350 | \$5,500 | \$5,587 | \$5,761 |
| | Assistant | \$3,120 | \$3,165 | \$3,222 | \$3,337 | \$3,394 | \$3,451 | \$3,566 | \$3,666 | \$3,724 | \$3,840 |
| | 9th Grade | \$2,730 | \$2,770 | \$2,820 | \$2,920 | \$2,970 | \$3,020 | \$3,121 | \$3,208 | \$3,259 | \$3,360 |
| | Junior High | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,548 | \$2,588 | \$2,675 | \$2,750 | \$2,793 | \$2,880 |
| Cross Country | Head | \$4,290 | \$4,352 | \$4,431 | \$4,588 | \$4,667 | \$4,745 | \$4,904 | \$5,041 | \$5,121 | \$5,281 |
| | Assistant | \$2,730 | \$2,770 | \$2,820 | \$2,920 | \$2,970 | \$3,020 | \$3,121 | \$3,208 | \$3,259 | \$3,360 |
| Volleyball | Head | \$4,680 | \$4,748 | \$4,834 | \$5,005 | \$5,091 | \$5,177 | \$5,350 | \$5,500 | \$5,587 | \$5,761 |
| | Assistant | \$3,120 | \$3,165 | \$3,222 | \$3,337 | \$3,394 | \$3,451 | \$3,566 | \$3,666 | \$3,724 | \$3,840 |
| | 9th Grade | \$2,730 | \$2,770 | \$2,820 | \$2,920 | \$2,970 | \$3,020 | \$3,121 | \$3,208 | \$3,259 | \$3,360 |
| | Junior High | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,750 | \$2,793 | \$2,880 |
| Basketball | Head | \$5,070 | \$5,143 | \$5,236 | \$5,422 | \$5,515 | \$5,608 | \$5,795 | \$5,958 | \$6,052 | \$6,241 |
| | Assistant | \$3,510 | \$3,561 | \$3,625 | \$3,754 | \$3,818 | \$3,883 | \$4,012 | \$4,125 | \$4,190 | \$4,320 |
| | 9th Grade | \$3,510 | \$3,561 | \$3,625 | \$3,754 | \$3,818 | \$3,883 | \$4,012 | \$4,125 | \$4,190 | \$4,320 |
| | Junior High | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,750 | \$2,793 | \$2,880 |
| Wrestling | Head | \$5,070 | \$5,143 | \$5,236 | \$5,422 | \$5,515 | \$5,608 | \$5,795 | \$5,958 | \$6,052 | \$6,241 |
| | Assistant | \$3,510 | \$3,561 | \$3,625 | \$3,754 | \$3,818 | \$3,883 | \$4,012 | \$4,125 | \$4,190 | \$4,320 |
| | Junior High | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,750 | \$2,793 | \$2,880 |
| | Head | \$4,290 | \$4,352 | \$4,431 | \$4,588 | \$4,667 | \$4,745 | \$4,904 | \$5,041 | \$5,121 | \$5,281 |
| Track & Field | Junior High | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,750 | \$2,793 | \$2,880 |
| | Head | \$4,680 | \$4,748 | \$4,834 | \$5,005 | \$5,091 | \$5,177 | \$5,350 | \$5,500 | \$5,587 | \$5,761 |
| Baseball/Softball | Assistant | \$3,120 | \$3,165 | \$3,222 | \$3,337 | \$3,394 | \$3,451 | \$3,566 | \$3,666 | \$3,724 | \$3,840 |
| | Junior High | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,750 | \$2,793 | \$2,880 |
| | Head | \$4,290 | \$4,352 | \$4,431 | \$4,588 | \$4,667 | \$4,745 | \$4,904 | \$5,041 | \$5,121 | \$5,281 |
| Golf | Junior High | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,750 | \$2,793 | \$2,880 |
| | Assistant | \$3,510 | \$3,561 | \$3,625 | \$3,754 | \$3,818 | \$3,883 | \$4,012 | \$4,125 | \$4,190 | \$4,320 |
| Dance | Assistant | \$3,510 | \$3,561 | \$3,625 | \$3,754 | \$3,818 | \$3,883 | \$4,012 | \$4,125 | \$4,190 | \$4,320 |
| Cheerleading | Football | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| | Wrestling | \$1,560 | \$1,583 | \$1,611 | \$1,668 | \$1,697 | \$1,726 | \$1,783 | \$1,833 | \$1,862 | \$1,920 |
| | Basketball B/G | \$1,560 | \$1,583 | \$1,611 | \$1,668 | \$1,697 | \$1,726 | \$1,783 | \$1,833 | \$1,862 | \$1,920 |
| Yearbook Advisor | Head | \$3,120 | \$3,165 | \$3,222 | \$3,337 | \$3,394 | \$3,451 | \$3,566 | \$3,666 | \$3,724 | \$3,840 |
| FFA Advisor | Head | \$2,730 | \$2,770 | \$2,820 | \$2,920 | \$2,970 | \$3,020 | \$3,121 | \$3,208 | \$3,259 | \$3,360 |
| | Assistant | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| FCCLA | Head | \$2,730 | \$2,770 | \$2,820 | \$2,920 | \$2,970 | \$3,020 | \$3,121 | \$3,208 | \$3,259 | \$3,360 |
| | Assistant | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| **Grandfathered in Vocal Coach | Head | \$3,315 | \$3,363 | \$3,424 | \$3,545 | \$3,606 | \$3,667 | \$3,789 | \$3,896 | \$3,957 | \$4,080 |
| Vocal Music | Head | \$1,950 | \$1,978 | \$2,014 | \$2,086 | \$2,121 | \$2,157 | \$2,229 | \$2,292 | \$2,328 | \$2,400 |
| Band | Head | \$3,510 | \$3,561 | \$3,625 | \$3,754 | \$3,818 | \$3,883 | \$4,012 | \$4,125 | \$4,190 | \$4,320 |
| One Act Play | Head | \$1,560 | \$1,583 | \$1,611 | \$1,668 | \$1,697 | \$1,726 | \$1,783 | \$1,833 | \$1,862 | \$1,920 |
| Senior High Musical | Can be split | \$3,120 | \$3,165 | \$3,222 | \$3,337 | \$3,394 | \$3,451 | \$3,566 | \$3,666 | \$3,724 | \$3,840 |
| Senior High Drama (Non-Musical) | Can be split | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,760 | \$2,793 | \$2,880 |
| Junior High Drama | Can be split | \$2,340 | \$2,374 | \$2,417 | \$2,503 | \$2,546 | \$2,588 | \$2,675 | \$2,760 | \$2,793 | \$2,880 |

Appendix I – Extra-Curricular Schedule (continued)

| Activity | Coach | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|--|--|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Knowledge Bowl Sr. High | Head Advisor | \$1,950 | \$1,978 | \$2,014 | \$2,086 | \$2,121 | \$2,157 | \$2,229 | \$2,292 | \$2,328 | \$2,400 |
| Knowledge Bowl Jr. High | Head Advisor | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| NHS | Advisor | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| Student Council | Advisor | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| PAY (Philanthropy And Youth) | Advisor | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| Robotics | Head Assistant | \$1,170 \$585 | \$1,187 \$593 | \$1,208 \$604 | \$1,251 \$626 | \$1,273 \$636 | \$1,294 \$647 | \$1,337 \$669 | \$1,375 \$687 | \$1,397 \$698 | \$1,440 \$720 |
| Senior Class Advisor | | \$1,170 | \$1,187 | \$1,208 | \$1,251 | \$1,273 | \$1,294 | \$1,337 | \$1,375 | \$1,397 | \$1,440 |
| Junior Class Advisor* | | \$780 | \$791 | \$806 | \$834 | \$849 | \$863 | \$892 | \$917 | \$931 | \$960 |
| Sophomore Class Advisor* | | \$390 | \$396 | \$403 | \$417 | \$424 | \$431 | \$446 | \$456 | \$466 | \$480 |
| Prom Advisor | Can be split | \$1,560 | \$1,583 | \$1,611 | \$1,668 | \$1,697 | \$1,726 | \$1,783 | \$1,833 | \$1,862 | \$1,920 |
| Elem. Math Advisor | | \$390 | \$396 | \$403 | \$417 | \$424 | \$431 | \$446 | \$458 | \$466 | \$480 |
| H.S. Math Advisor | | \$780 | \$791 | \$806 | \$834 | \$849 | \$863 | \$892 | \$917 | \$931 | \$960 |
| History Day Advisor | 2% | \$780 | \$791 | \$806 | \$834 | \$849 | \$863 | \$892 | \$917 | \$931 | \$960 |
| Elem. Musical | Can be split | \$2,730 | \$2,770 | \$2,820 | \$2,920 | \$2,970 | \$3,020 | \$3,121 | \$3,208 | \$3,259 | \$3,360 |
| Driver Ed. BTW | \$27 per hour | <div> <div>*Juniors work 4 concessions</div> <div>*Sophomores work 3 concessions*</div> <div>*Head Coach means being in charge of a varsity interscholastic program</div> </div> | | | | | | | | | |
| Detention Supervisor | \$20 | | | | | | | | | | |
| Event Streaming | Varsity Football \$81 All other 2hr events \$52 | | | | | | | | | | |
| Concession Supervisor (Non-Activity EX: 7th-9th grade class) | \$80 Double Header \$60 Single Event | | | | | | | | | | |
| Ticket Seller *must track time* | \$30 per event for 3 hrs or less \$10 for every hour after that | | | | | | | | | | |
| Speech | Head 1% per participant of 4% up to 8% Assistant 1% per participant minimum 2% up to 4% | | | | | | | | | | |
| Science Club | Head 1% per participant of 4% up to 8% | | | | | | | | | | |

Appendix II - Salary Schedule 2023-2025

| | | | | | | | |
|------|-------------|---------------|-------------|-------------|-------------|-------------|-------------|
| | | Between lanes | \$1,200.00 | | | | |
| | | Between Steps | | | | | |
| | | 2-6 | \$600.00 | | | | |
| | | 7-11 | \$1,300.00 | | | | |
| | | 12-18 | \$2,000.00 | | | | |
| | | | | | | | |
| | | | | | | | |
| FY24 | | | | | | | |
| | BA | BA+10 | BA+20 | BA+30 | BA+60/MA | MA+10 | MA+20 |
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | \$43,935.07 | \$45,135.07 | \$46,335.07 | \$47,535.07 | \$48,735.07 | \$49,935.07 | \$51,135.07 |
| 2 | \$44,535.07 | \$45,735.07 | \$46,935.07 | \$48,135.07 | \$49,335.07 | \$50,535.07 | \$51,735.07 |
| 3 | \$45,135.07 | \$46,335.07 | \$47,535.07 | \$48,735.07 | \$49,935.07 | \$51,135.07 | \$52,335.07 |
| 4 | \$45,735.07 | \$46,935.07 | \$48,135.07 | \$49,335.07 | \$50,535.07 | \$51,735.07 | \$52,935.07 |
| 5 | \$46,335.07 | \$47,535.07 | \$48,735.07 | \$49,935.07 | \$51,135.07 | \$52,335.07 | \$53,535.07 |
| 6 | \$46,935.07 | \$48,135.07 | \$49,335.07 | \$50,535.07 | \$51,735.07 | \$52,935.07 | \$54,135.07 |
| 7 | \$48,235.07 | \$49,435.07 | \$50,635.07 | \$51,835.07 | \$53,035.07 | \$54,235.07 | \$55,435.07 |
| 8 | \$49,535.07 | \$50,735.07 | \$51,935.07 | \$53,135.07 | \$54,335.07 | \$55,535.07 | \$56,735.07 |
| 9 | \$50,835.07 | \$52,035.07 | \$53,235.07 | \$54,435.07 | \$55,635.07 | \$56,835.07 | \$58,035.07 |
| 10 | \$52,135.07 | \$53,335.07 | \$54,535.07 | \$55,735.07 | \$56,935.07 | \$58,135.07 | \$59,335.07 |
| 11 | \$53,435.07 | \$54,635.07 | \$55,835.07 | \$57,035.07 | \$58,235.07 | \$59,435.07 | \$60,635.07 |
| 12 | \$55,435.07 | \$56,635.07 | \$57,835.07 | \$59,035.07 | \$60,235.07 | \$61,435.07 | \$62,635.07 |
| 13 | \$57,435.07 | \$58,635.07 | \$59,835.07 | \$61,035.07 | \$62,235.07 | \$63,435.07 | \$64,635.07 |
| 14 | \$59,435.07 | \$60,635.07 | \$61,835.07 | \$63,035.07 | \$64,235.07 | \$65,435.07 | \$66,635.07 |
| 15 | | \$62,635.07 | \$63,835.07 | \$65,035.07 | \$66,235.07 | \$67,435.07 | \$68,635.07 |
| 16 | | | \$65,835.07 | \$67,035.07 | \$68,235.07 | \$69,435.07 | \$70,635.07 |
| 17 | | | \$67,835.07 | \$69,035.07 | \$70,235.07 | \$71,435.07 | \$72,635.07 |
| 18 | | | \$69,835.07 | \$71,035.07 | \$72,235.07 | \$73,435.07 | \$74,635.07 |

Appendix II - Salary Schedule 2023-2025

| | | | | | | | |
|------|-------------|---------------|-------------|-------------|-------------|-------------|-------------|
| | | Between lanes | \$1,200.00 | | | | |
| | | Between Steps | | | | | |
| | | 2-6 | \$600.00 | | | | |
| | | 7-11 | \$1,300.00 | | | | |
| | | 12-18 | \$2,000.00 | | | | |
| | | | | | | | |
| | | | | | | | |
| FY25 | | | | | | | |
| | BA | BA+10 | BA+20 | BA+30 | BA+60/MA | MA+10 | MA+20 |
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | \$43,935.07 | \$45,135.07 | \$46,335.07 | \$47,535.07 | \$48,735.07 | \$49,935.07 | \$51,135.07 |
| 2 | \$44,535.07 | \$45,735.07 | \$46,935.07 | \$48,135.07 | \$49,335.07 | \$50,535.07 | \$51,735.07 |
| 3 | \$45,135.07 | \$46,335.07 | \$47,535.07 | \$48,735.07 | \$49,935.07 | \$51,135.07 | \$52,335.07 |
| 4 | \$45,735.07 | \$46,935.07 | \$48,135.07 | \$49,335.07 | \$50,535.07 | \$51,735.07 | \$52,935.07 |
| 5 | \$46,335.07 | \$47,535.07 | \$48,735.07 | \$49,935.07 | \$51,135.07 | \$52,335.07 | \$53,535.07 |
| 6 | \$46,935.07 | \$48,135.07 | \$49,335.07 | \$50,535.07 | \$51,735.07 | \$52,935.07 | \$54,135.07 |
| 7 | \$48,235.07 | \$49,435.07 | \$50,635.07 | \$51,835.07 | \$53,035.07 | \$54,235.07 | \$55,435.07 |
| 8 | \$49,535.07 | \$50,735.07 | \$51,935.07 | \$53,135.07 | \$54,335.07 | \$55,535.07 | \$56,735.07 |
| 9 | \$50,835.07 | \$52,035.07 | \$53,235.07 | \$54,435.07 | \$55,635.07 | \$56,835.07 | \$58,035.07 |
| 10 | \$52,135.07 | \$53,335.07 | \$54,535.07 | \$55,735.07 | \$56,935.07 | \$58,135.07 | \$59,335.07 |
| 11 | \$53,435.07 | \$54,635.07 | \$55,835.07 | \$57,035.07 | \$58,235.07 | \$59,435.07 | \$60,635.07 |
| 12 | \$55,435.07 | \$56,635.07 | \$57,835.07 | \$59,035.07 | \$60,235.07 | \$61,435.07 | \$62,635.07 |
| 13 | \$57,435.07 | \$58,635.07 | \$59,835.07 | \$61,035.07 | \$62,235.07 | \$63,435.07 | \$64,635.07 |
| 14 | \$59,435.07 | \$60,635.07 | \$61,835.07 | \$63,035.07 | \$64,235.07 | \$65,435.07 | \$66,635.07 |
| 15 | | \$62,635.07 | \$63,835.07 | \$65,035.07 | \$66,235.07 | \$67,435.07 | \$68,635.07 |
| 16 | | | \$65,835.07 | \$67,035.07 | \$68,235.07 | \$69,435.07 | \$70,635.07 |
| 17 | | | \$67,835.07 | \$69,035.07 | \$70,235.07 | \$71,435.07 | \$72,635.07 |
| 18 | | | \$69,835.07 | \$71,035.07 | \$72,235.07 | \$73,435.07 | \$74,635.07 |

Appendix III –ADSIS/Title 1 2023-2025 Pay Schedule

Pay Scale 2023-2024

| WIN Staff Salary Schedule - 0.5 FTE Title, 0.5 FTE ADSIS | | | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Total | Total | Total | Total | Total | Total | Total |
| | BA | BA+10 | BA+20 | BA+30 | BA+60/MA | MA+10 | MA+20 |
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | \$35,064.70 | \$35,664.70 | \$36,264.70 | \$36,864.70 | \$37,464.70 | \$38,064.70 | \$38,664.70 |
| 2 | \$35,561.15 | \$36,161.15 | \$36,761.15 | \$37,361.15 | \$37,961.15 | \$38,561.15 | \$39,161.15 |
| 3 | \$36,060.56 | \$36,660.56 | \$37,260.56 | \$37,860.56 | \$38,460.56 | \$39,060.56 | \$39,660.56 |
| 4 | \$36,562.95 | \$37,162.95 | \$37,762.95 | \$38,362.95 | \$38,962.95 | \$39,562.95 | \$40,162.95 |
| 5 | \$37,068.38 | \$37,668.38 | \$38,268.38 | \$38,868.38 | \$39,468.38 | \$40,068.38 | \$40,668.38 |
| 6 | \$37,576.90 | \$38,176.90 | \$38,776.90 | \$39,376.90 | \$39,976.90 | \$40,576.90 | \$41,176.90 |
| 7 | \$38,438.54 | \$39,038.54 | \$39,638.54 | \$40,238.54 | \$40,838.54 | \$41,438.54 | \$42,038.54 |
| 8 | \$39,303.35 | \$39,903.35 | \$40,503.35 | \$41,103.35 | \$41,703.35 | \$42,303.35 | \$42,903.35 |
| 9 | \$40,171.39 | \$40,771.39 | \$41,371.39 | \$41,971.39 | \$42,571.39 | \$43,171.39 | \$43,771.39 |
| 10 | \$41,042.70 | \$41,642.70 | \$42,242.70 | \$42,842.70 | \$43,442.70 | \$44,042.70 | \$44,642.70 |
| 11 | \$41,917.32 | \$42,517.32 | \$43,117.32 | \$43,717.32 | \$44,317.32 | \$44,917.32 | \$45,517.32 |
| 12 | \$43,145.32 | \$43,745.32 | \$44,345.32 | \$44,945.32 | \$45,545.32 | \$46,145.32 | \$46,745.32 |
| 13 | \$44,376.74 | \$44,976.74 | \$45,576.74 | \$46,176.74 | \$46,776.74 | \$47,376.74 | \$47,976.74 |
| 14 | \$45,611.63 | \$46,211.63 | \$46,811.63 | \$47,411.63 | \$48,011.63 | \$48,611.63 | \$49,211.63 |
| 15 | | \$47,450.04 | \$48,050.04 | \$48,650.04 | \$49,250.04 | \$49,850.04 | \$50,450.04 |
| 16 | | | \$49,050.04 | \$49,650.04 | \$50,250.04 | \$50,850.04 | \$51,450.04 |
| 17 | | | \$50,050.04 | \$50,650.04 | \$51,250.04 | \$51,850.04 | \$52,450.04 |
| 18 | | | \$51,050.04 | \$51,650.04 | \$52,250.04 | \$52,850.04 | \$53,450.04 |

Appendix III –ADSIS/Title 1 2023-2025 Pay Schedule

| | Total | Total | Total | Total | Total | Total | Total |
|------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | BA | BA+10 | BA+20 | BA+30 | BA+60/MA | MA+10 | MA+20 |
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | \$35,064.70 | \$35,664.70 | \$36,264.70 | \$36,864.70 | \$37,464.70 | \$38,064.70 | \$38,664.70 |
| 2 | \$35,561.15 | \$36,161.15 | \$36,761.15 | \$37,361.15 | \$37,961.15 | \$38,561.15 | \$39,161.15 |
| 3 | \$36,060.56 | \$36,660.56 | \$37,260.56 | \$37,860.56 | \$38,460.56 | \$39,060.56 | \$39,660.56 |
| 4 | \$36,562.95 | \$37,162.95 | \$37,762.95 | \$38,362.95 | \$38,962.95 | \$39,562.95 | \$40,162.95 |
| 5 | \$37,068.38 | \$37,668.38 | \$38,268.38 | \$38,868.38 | \$39,468.38 | \$40,068.38 | \$40,668.38 |
| 6 | \$37,576.90 | \$38,176.90 | \$38,776.90 | \$39,376.90 | \$39,976.90 | \$40,576.90 | \$41,176.90 |
| 7 | \$38,438.54 | \$39,038.54 | \$39,638.54 | \$40,238.54 | \$40,838.54 | \$41,438.54 | \$42,038.54 |
| 8 | \$39,303.35 | \$39,903.35 | \$40,503.35 | \$41,103.35 | \$41,703.35 | \$42,303.35 | \$42,903.35 |
| 9 | \$40,171.39 | \$40,771.39 | \$41,371.39 | \$41,971.39 | \$42,571.39 | \$43,171.39 | \$43,771.39 |
| 10 | \$41,042.70 | \$41,642.70 | \$42,242.70 | \$42,842.70 | \$43,442.70 | \$44,042.70 | \$44,642.70 |
| 11 | \$41,917.32 | \$42,517.32 | \$43,117.32 | \$43,717.32 | \$44,317.32 | \$44,917.32 | \$45,517.32 |
| 12 | \$43,145.32 | \$43,745.32 | \$44,345.32 | \$44,945.32 | \$45,545.32 | \$46,145.32 | \$46,745.32 |
| 13 | \$44,376.74 | \$44,976.74 | \$45,576.74 | \$46,176.74 | \$46,776.74 | \$47,376.74 | \$47,976.74 |
| 14 | \$45,611.63 | \$46,211.63 | \$46,811.63 | \$47,411.63 | \$48,011.63 | \$48,611.63 | \$49,211.63 |
| 15 | | \$47,450.04 | \$48,050.04 | \$48,650.04 | \$49,250.04 | \$49,850.04 | \$50,450.04 |
| 16 | | | \$49,050.04 | \$49,650.04 | \$50,250.04 | \$50,850.04 | \$51,450.04 |
| 17 | | | \$50,050.04 | \$50,650.04 | \$51,250.04 | \$51,850.04 | \$52,450.04 |
| 18 | | | \$51,050.04 | \$51,650.04 | \$52,250.04 | \$52,850.04 | \$53,450.04 |

LAKE PARK AUDUBON PUBLIC SCHOOLS
ISD 2889
APPENDIX IV

GRIEVANCE FORM

Name of Grievant: _____

Article being grieved: _____

Date of said grievance: _____

Explanation of grievance: _____

Proposed resolution of grievance: _____

Grievant

Date

Exclusive Representative

LAKE PARK AUDUBON PUBLIC SCHOOLS
ISD 2889
APPENDIX V

REQUEST FOR EARLY RETIREMENT

I, _____, wish to declare my intent to retire from teaching and request early retirement incentive pay under the provisions of Article XVII of the Master Agreement.

Birth date: Month, Date, Year

Years taught in the School District

Signature of Teacher

Appendix VI Post Season Compensation for MSHSL Sponsored Events

Lake Park Audubon Schools ISD 2889

| Event | Cost at \$100 per Level | Qualifying Level | Qualifying Level | State Level & National Level |
|-----------------------------------|-------------------------|------------------------------------|------------------|------------------------------|
| Football | 400 | Sections | 3 | 3 |
| Football Cheerleader | 100 | Sections | 3 | 3 |
| Volleyball | 300 | Sub-sections Section | 3 1 | 3 |
| Cross Country | 100 | Section | 1 | 1 |
| Wrestling | 200 | Team Section Individual Section | 1 1 | 2 2 |
| Wrestling Cheerleader | 100 | Team Section Individual Section | 1 1 | 2 2 |
| Boys Basketball | 300 | Sub-section Section Final | 3 or 4 1 | 3 |
| Girls Basketball | 300 | Sub-section Section Final | 3 or 4 1 | 3 |
| BBB/GBB Cheerleader | 100 | Sub-section Section Final | 3 or 4 1 | 3 |
| Track | 200 | Sub-section Section | 1 1 | 1 |
| Golf | 100 | Sub-section Section | 1 1 | 1 |
| Baseball | 100 | Sub-section Section | 3 1 | 3 |
| Softball | 100 | Sub-section Section | 3 1 | 3 |
| Vocal Music Large Group | 100 | Sub-section Section | 1 1 | 1 |
| Individual/Ensemble | 100 | Sub-section Section | 1 1 | 1 |
| Instrumental Music Large Group | 100 | Sub-section Section | 1 1 | 1 |
| Individual/Ensemble | 100 | Sub-section Section | 1 1 | 1 |

Appendix X - Post-Season Compensation for MSHSL Sponsored Events

Lake Park Audubon Schools ISD 2889

[illegible]