

# **Master Agreement**

**Between**

**The Governing Board of  
Wright Technical Center  
School District 966**

**And the**

**Wright Technical Center, Federation of Teachers,  
Education Minnesota NEA/AFT/AFL-CIO  
Local #3780**

**July 1, 2023 through June 30, 2024  
July 1, 2024 through June 30, 2025**

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# WRIGHT TECHNICAL CENTER SCHOOL DISTRICT 966

## ARTICLE 1 PURPOSE

**Section 1.1 Parties:** This Agreement, entered into between the Governing Board of School District Number 966, Buffalo, Minnesota, hereinafter referred to as the School District, and Wright Technical Center, Federation of Teachers, Education Minnesota NEA/AFT/AFL-CIO Local #3780, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 2.1 Recognition:** In accordance with P.E.L.R.A., the School District recognizes Wright Technical Center, Federation of Teachers, Education Minnesota NEA/AFT/AFL-CIO Local #3780 as the exclusive representative of teachers employed by the School District which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of the Agreement.

**Section 2.2 Appropriate Unit:** The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and P.E.L.R.A.

## ARTICLE 3 DEFINITIONS

**Section 3.1 Terms and Conditions of Employment:** The term, "terms and conditions of employment" shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers and the School District's personnel policies affecting the working conditions of the teachers but does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

**Section 3.2 Teacher:** The word, "teacher", shall mean all persons in the appropriate unit, contract, employed by the School District in a position for which the person must be licensed by the Minnesota Board of Teaching; but shall not include the Director or Principal who devote 50% or more of their time to administrative or supervisory duties and teachers hired to replace an absent teacher for 30 working days or less as a replacement for that teacher or such other employees as excluded by law.

**Section 3.3 School District:** For purposes of administering this Agreement, the term "School District" shall mean the Governing Board or its designated representative(s).

**Section 3.4 Full-time Teacher:** A “full time teacher” shall be defined as a regular teacher who works 8 hours per day for the number of days as defined in ARTICLE 12, Section 12.4.

**Section 3.5 Part-time Teacher:** A part time teacher is a regular teacher who works less than full time. Such a teacher shall enjoy salary, fringe benefits, and seniority prorated based on his/her teaching load.

**Section 3.6 Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## **ARTICLE 4 SCHOOL DISTRICT RIGHTS**

**Section 4.1 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, functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel. Terms and conditions shall be subject to the provisions of the M. S. § 179A.03, Subd. 19. Any changes to MN statute will automatically be in effect.

**Section 4.2 Responsibilities of the Governing Board:** The exclusive representative recognizes the right and obligation of the Governing Board to manage and conduct the operation of the School District within its legal limitations.

**Section 4.3 Effect of Laws, Rules, and Regulations:** The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Governing Board and shall be governed by officials designated by the School District. The exclusive representative also recognizes the right, obligation, and duty of the Governing Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the Governing Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any laws, rules, regulations, directives, or orders shall be void.

**Section 4.4 Reservation of Managerial Rights:** The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved for the Governing Board and its designated representatives.

## **ARTICLE 5 TEACHER RIGHTS**

**Section 5.1 Right to Views:** Pursuant to P.E.L.R.A, 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, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 5.2 Right to Join:** Pursuant to P.E.L.R.A, teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

**Section 5.3 Request for Dues Check off:** When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President. Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct dues from the regular paycheck of the bargaining unit member for each pay period. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods.

**Section 5.4 Payroll Deductions:**

**Subd. 5.4.1 Annuities and Union:** Teachers may request that payroll deductions be made and forwarded to financial institutions approved by the Governing Board for tax deferred annuities. Teachers may make this request twice a year at times designated by the School District.

**Subd. 5.4.2 Direct Deposit:** Payroll compensation will be direct deposited to the financial institution(s) (limit 2) of their choice.

**Section 5.5 Vacancies and Posting:**

**Subd. 5.5.1 Posting:** The School District shall email and post written notice of vacancies with the required position qualifications in teaching positions within the School District. A copy of the notice shall be posted in the teacher's lounge next to the TRA notices on the "Official Notices" bulletin board. The School District may fill vacancies temporarily pending the posting and processing of applications.

**Subd. 5.5.2 Qualifications:** Any teacher possessing the necessary qualifications may apply for a vacancy and all qualified applications shall be considered.

**Section 5.6 Meet and Confer:** Representatives of the Federation and representatives of the School District shall meet and confer pursuant to P.E.L.R.A.

**Section 5.7 Personnel Files:** Pursuant to M.S. 122A.40, Subdivision 19, as amended, all evaluations and files generated relating to an individual teacher shall be available during regular school business hours to that employee upon his/her request. The teacher shall have the right to reproduce any of the contents of the file at the employee'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 such files as provided by law.

**Section 5.8 Teacher Licensure:** All teachers are required to maintain a copy of their valid teaching license on file with the School District Office. A teacher may drop a certification on their license if they have not taught for the School District in the area of certification for the preceding five-year license

period. Violation of this provision shall be deemed to be insubordination and grounds for termination of the teacher's individual contract under Minn. Stat. §122A.40.

**Section 5.9 Resignation and Retirement Notice:** Except for an emergency, any teacher desiring to resign at a time not specifically authorized by Minn. Stat. Ch. 122A (April 1) shall submit to the Human Resources Office a resignation and request for release from contract not less than forty-five (45) days prior to the date on which the release is to be effective. A release from the contract will be granted at the discretion of the School District.

## **ARTICLE 6 BASIC SCHEDULES AND RATES OF PAY**

**Section 6.1 Rates of Pay:** The wages and salaries in the schedules, included as Appendix A, Appendix B, Appendix C and Appendix D attached hereto, shall be part of this Agreement for the 2023-2024 and 2024-2025 school years.

**Subd. 6.1.1 Implementation of Salary Schedule:** The salary schedule for each year will be effective on July 1<sup>st</sup> for implementation with the issuance of the August 31<sup>st</sup> payroll check.

**Subd. 6.1.2 Matrix:** The School District's Salary schedule shall be created with a maximum of 14 steps and seven (7) lanes as reflected in the attached schedules.

### **Section 6.2 Total Package**

**Subd. 6.2.1 Determining Total Package:** For the 23-25 contract only, the total package percent increase shall be determined by using the average of six (6) of eight (8) member districts, dropping the highest and lowest. For the 2023-2024 Agreement only, the total package percentage increase shall be 10.86% (4.97% & 5.89%).

**Subd. 6.2.2 Included in Total Package:** For purposes of calculating the total package percent increase for the School District, the following cost items shall be included: salary, health insurance, dental insurance, life insurance, income protection insurance, extra contract days, TRA, and FICA.

**Subd. 6.2.3 Percentage Increase for Each year:** The total package percent increase as determined in "Subd." 6.2.1 above shall be divided with a mutually agreed upon percentage increase for each of the 2 years of the Agreement.

**Subd. 6.2.4 Dollar Increase For Each Year:**

a. The total increase in dollars for the 2023-2024 Agreement year shall be determined by applying the percentage in "Subd. 6.2.3" above to the total dollar cost of the 2022-2023 contract.

b. The total increase in dollars for the 2024-2025 Agreement year shall be determined by applying the percentage in "Subd. 6.2.3" above to the total dollar cost of the 2023-2024 Agreement year.

**Subd. 6.2.5 Distribution of dollar increase:** Wright Technical Center, Federation of Teachers, Education Minnesota NEA/AFT/AFL-CIO Local #3780, in consultation with the Governing Board, shall determine how the dollar increases calculated in Subd. 6.2.4 above will be distributed between salary and benefits.

**Section 6.3 Status of Salary Schedule:** The salary schedules are not to be construed as a part of a teacher's continuing contract. The Governing Board reserves the right to withhold increment advancement or any other salary increases, as the Governing Board shall determine. No teacher may be denied a scheduled salary increase or other benefits without due process. The Governing Board reserves the right to grant additional pay to secure and retain competent teachers in critical fields.

**Section 6.4 Lane Change:** A lane change shall be earned by completing 180 clock hours of pre-approved activities as follows.

**Subd. 6.4.1 Prior Approval:** In order to be considered for payment, all clock hours must be approved by the Director, in writing, prior to taking any course, attending any workshop, or engaging in any work-experience program.

**Subd. 6.4.2 Credit Categories:** Credit categories shall be as follows:

- a. one (1) semester credit equates to eighteen (18) clock hours.
- b. one (1) clock hour of a non-credit class equates to one (1) hour.
- c. six (6) clock hours of work experience equates to one (1) clock hour.

**Subd. 6.4.3 Germane:** Hours to be considered for a lane change must be germane to the teaching assignment as determined by the administration. Hours not approved can be challenged through the grievance process. Hours to be considered for a lane change cannot be earned while a teacher is being paid by the School District during professional leave or other assignments.

**Subd. 6.4.4 Method:** Upon accumulation of 180 hours, a teacher shall be eligible for a lane change. An individual teacher shall not advance more than two lane change progressions in any one school year per fiscal year.

**Subd. 6.4.5 Effective Date:** Application for lane change must be submitted to the Director's Office no later than September 15th or February 1st of each year. The change will be reflected on the first payroll period of the following month.

**Sub. 6.4.6** Teachers hired after May 2, 2024 are also limited to a maximum of one lane change per school year for any post-Master's graduate lane changes (i.e. MA to MA 10, MA 10 and MA 20).

**Section 6.5 Placement on Salary Schedule:**

**Sub. 6.5.1 Prior Experience:** A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule for the initial teaching contract as agreed between the Governing Board and teacher. Placement upon the salary schedule due to previous experience shall not be subject to the grievance procedure.

**Sub. 6.5.2 Payroll Schedule:** During the school year, payroll compensation will be directly deposited on the 15th and last day of each month. In the event a payroll date falls on a weekend, checks shall be directly deposited on the last work day prior to the weekend.

**Sub. 6.5.3 Pay Periods:** Each 12-month period shall consist of 24 equal pay periods.

**Section 6.6 Earned Compensation:** In case of the death of a teacher, the surviving beneficiary or estate shall receive the remaining earned portion of the teacher’s individual teaching contract.

**Section 6.7 Career Increment:**

**Subd 6.7.1 Eligibility:** Any teacher who has taught 15 and 20 years of full-time teaching service in the school district shall be eligible (refer to Appendix D for placement on the salary schedule). The Career Increment is only paid on the anniversary year and not each year thereafter.

23-24 Career Increment	-	Year 15 = 4%	Year 20 = 6%
24-25 Career Increment	-	Year 15 = 4%	Year 20 = 6%

**ARTICLE 7  
EXTRA COMPENSATION**

**Section 7.1 Extended Employment:**

**Subd. 7.1.1 Definition:** Teachers employment beyond 182 days shall be considered extended employment.

**Subd. 7.1.2 Daily Salary:** The daily salary rate for extended employment shall be determined by dividing the teacher's annual salary by 182.

**Subd. 7.1.3 Day:** A day of extended employment will be considered as eight (8) hours.

**Subd. 7.1.4 Length of Extended Employment:** Extended employment shall pertain from July 1, 2023, through June 30, 2024, and July 1, 2024, through June 30, 2025.

**Subd. 7.1.5 Assignment:** Assignment of extended days to a teacher's contract is at the discretion of the Director.

**Subd. 7.1.6 Pay:** Teachers providing direct student instruction shall be paid pro rata for the time worked.

**Subd. 7.1.7 Curriculum Development Pay:** Compensation for teachers providing curriculum development and program improvement adheres to Schedule C.

**Subd. 7.1.8 Summer School Pay:** Summer school pay adheres to Schedule A or B and is the teacher’s hourly rate of pay in effect for the previous school year. Pay will not change on July 1.

**Section 7.2 Student Professional Organization Pay:** Student professional organization advisors who perform the duties specified in the School District's "Student Professional Organization" job description shall be compensated according to Schedule C.

**Section 7.3 Overload Pay:**

**Subd. 7.3.1 Short-term Class Coverage:** On occasion, it may become necessary to assign a teacher to “substitute” during their prep time for another teacher absent from the classroom.



When this practice becomes necessary teachers will be paid the hourly rate according to Schedule C.

**Subd. 7.3.2 Long-term Additional Class Offering:** On occasion, circumstances may necessitate that a teacher be given the option of working an extended teaching assignment during the regular workday. In such an event, the teacher will be paid pro rata for the time worked according to Schedule C.

**Section 7.4. Itinerant Teachers:** Teachers who may be required to use their own vehicles in the performance of their duties, shall be reimbursed for all such travel at a rate set annually by the Governing Board using the IRS allowance as a guideline.

## **ARTICLE 8 GROUP INSURANCE**

**Section 8.1 Health Insurance:** The School District shall contribute up to the sum of \$18,000 for 2023-24 and \$18,000 for 2024-25 toward the annual premium cost for coverage for all teachers employed by the School District who qualify for and are enrolled in the School District's health insurance plan. Any additional cost of the premium shall be borne by the teachers and paid by payroll deduction.

**Subd. 8.1.1 Health Saving Account:** The School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). For those employees who elect to participate in the high deductible plan, the School District will make the following yearly contributions to the individual teacher's HSA account:

- \$500 per year for employees who select single coverage
- \$1,000 per year for employees who select family coverage

The school district will pay all administrative fees associated with the plan.

**Subd. 8.1.2 Family Coverage for Married Teachers:** Married teachers who are both employed by the School District may combine their premium provisions as outlined in Article five (5), to participate jointly in the School District health and hospitalization and dental insurance programs.

**Section 8.2 Dental Insurance:** The School District shall contribute up to the sum of \$930 for 2023-24 and \$930 for 2024-25 toward the annual premium cost for coverage for all teachers employed by the School District who qualify for and are enrolled in the School District's dental insurance plan. Any additional cost of the premium shall be borne by the teachers and paid by payroll deduction.

**Section 8.3 Income Protection Insurance:** The School District will pay the premium for income protection insurance for each full-time teacher. Teachers shall recommend a plan and the School District reserves the right of approval.

**Section 8.4 Life Insurance:** The School District will pay the premium for a \$50,000 term policy for each full-time teacher. The School District shall select the company and enter into one Agreement with that company for all policies. The School District allows teachers the option of purchasing, by payroll deduction, additional life insurance subject to carrier/policy provisions.

**Section 8.5 Duration of Insurance Coverage:** Teachers laid off under ARTICLE nine (9), Section five (5), shall continue to be covered by the School District's health insurance with the School District

continuing to participate in premium payments as stated in “Sections one (1) and three (3) above. School District participation shall cease on August 30<sup>th</sup>, of the year in which the teacher is laid off.

**Section 8.6 Part-time Insurance Benefits:** Part-time teachers who qualify for insurance will receive a prorated contribution.

**Section 8.7 Retiree Health Insurance:**

**Subd 8.7.1. Eligibility:** Any teacher who was hired on or before July 1st, 2021, and who has at least 14 years of full-time teaching service in the school district, is 55 years of age or older, and has retired from the teaching profession shall be eligible to remain in the school district’s group health insurance plan.

**Subd. 8.7.2 Termination:** A teacher who is terminated by action of the Governing Board is not eligible for this benefit.

**Subd. 8.7.3 Duration:** The Governing Board shall contribute 50% of the yearly premium cost of single health and hospitalization coverage for teachers hired before July 1, 2012. Eligibility for this program shall terminate after 96 months or when the retired teacher becomes eligible for Medicare coverage.

**Subd. 8.7.4 School District Contribution:** Teachers hired on or after July 1, 2012 will receive the locked rate of 50% of the premium of single health and hospitalization coverage at the time of retirement for the next 84 months or until a teacher becomes eligible for Medicare coverage.

**ARTICLE 9  
LEAVES OF ABSENCE**

**Section 9.1 Leave:** Leave may be used for: sick leave, routine care, bereavement, emergency and family, special event leave.

**Subd. 9.1.1 Leave:** All full-time Teachers new to the District will be credited with one year leave allowance of 13 days upon completion of their first day of full teaching service. A part-time teacher shall earn a prorated amount.

a. **Accrual:** All teachers shall accrue leave at a rate of 13 days per year.

**Subd. 9.1.2 Sick Leave:** Sick leave with pay shall be allowed by the Governing Board at the discretion of the Director or his/her designee whenever a teacher's absence is found to have been due to the teacher's or other personal significant relationship’s injury or illness. Sick leave being taken for an employee’s or other personal significant relationship’s personal illness may require a physician's note after 3 consecutive days per incident unless using ESST. Sick leave will also be allowed for the teacher or other personal significant relationship to provide or receive assistance because of sexual assault, domestic abuse, mental or physical illness, treatment, preventative care, stalking or closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency. If an employee is absent for personal illness in excess of three consecutive days, the school district may require that the illness be

certified by the attending physician and permission given by the physician for the employee to return to work. Additional provisions pertaining to ESST (Earned Safe and Sick Time) shall be subject to the provisions of the M. S. § 181.9447.

**Subd. 9.1.3 Routine Care:** Routine medical/dental care including elective surgery should be scheduled outside of regular work hours whenever possible.

**Subd. 9.1.4 Bereavement Leave:** Five (5) days of paid time off per incident shall be allowed for death in the teacher's family or other personal significant relationship. Bereavement leave will be deducted from available leave. When practicable, teachers shall submit requests one (1) day prior to the leave through the district's on-line leave request system. Additional bereavement days may be granted with approval from the Executive Director.

**Subd. 9.1.5 Emergency Leave:** Emergency leave with compensation may be granted at the discretion of the Director or his/her designee. An emergency will be defined as a crisis over which the individual has no control, and cannot be attended to during non-school hours. The employee will be required to state the reason for the leave. Emergency leave will be deducted from available sick leave. When practicable, teachers shall submit requests one (1) day prior to the leave through the district's on-line leave request system.

**Subd. 9.1.6 FMLA:** Upon request of an employee, a Family Medical Care Leave (as provided by the Federal "Family and Medical Leave Act") of up to 12 weeks of unpaid leave with continued payment of benefits, shall be granted by the school district.

**Subd. 9.1.7 Unused Sick Leave:** Unused sick leave days may accumulate to a maximum credit of 130 days of sick leave per teacher. Teachers who complete a minimum of 10 years of teaching service in the School District are eligible to accumulate 131 days of sick leave. Teachers who complete a minimum 15 years of teaching service in the School District are eligible to accumulate 132 days of sick leave. In the case of serious and prolonged illness, the Governing Board may grant additional time.

**Subd. 9.1.8 Part-time Teachers:** Part-time Teachers shall receive pro-rated leave under subdivisions 9.1

**Section. 9.2 Sick Leave Bank:** The purpose of the Sick Leave Bank is to provide additional sick leave to teachers who have exhausted their personal and sick leave and have a catastrophic accident, injury, or serious recurring illness of the employee or family member necessitating an extended absence.

Eligibility for additional sick leave from bank:

1. Employees will have exhausted all paid leave accrual.
2. Employees must provide written verification by an attending physician and submit a written application requesting sick leave days.
3. Leave to care for relatives and children with a medical emergency will follow the eligibility and limitations of Minnesota Statutes Chapter 181.

4. Employees who are collecting benefits from long-term disability or workers compensation will not be eligible to access the Sick Leave Bank. Upon a determination of eligibility for TRA/PERA disability benefits, Sick Leave Pool benefits will cease. A teacher initially denied LTD or workers compensation who ultimately collects benefits will be responsible to cooperate in the repayment of the sick leave bank to the extent permissible.
5. Employees who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed. To those members of the bargaining unit who have exhausted their sick leave and have a “medical emergency,” defined as “a medical condition of the employee or family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave otherwise available.”

**Subd. 9.2.1 Membership:**

Participation in the sick leave bank will be determined as follows.

1. In order to establish the sick leave bank, each employee may voluntarily donate 1-3 days of sick leave per year.
2. Probationary teachers are not required to donate.
3. Any non-probationary teacher will contribute at least 1 day in order to participate.
4. Staff may use up to 30 days from the sick leave bank per incident.
5. An applicant shall be required to apply for FMLA leave in conjunction with any application for using the sick leave bank. Sick leave bank will run concurrently with any applicable FMLA leave.

**Subd. 9.2.2 Administration:**

The sick leave bank will be administered in the following ways.

1. An employee must apply for benefits under the sick leave bank by completing the correct application form.
2. The sick bank committee, composed of one administrator, HR director, and 3 contributing members will review applications for processing and approval by simple majority. All applications shall be reviewed within 5 business days. Applicants shall be notified upon committee determination.
3. When the sick leave bank falls below 50 days, staff will be notified and a request to donate additional days to the sick bank shall be sent to staff,
4. Teachers that wish to contribute to the sick leave bank must do so at the beginning of the school year and/or upon request. (See above)
5. Teachers that have accumulated the maximum amount of professional leave and choose to contribute must do so at the beginning of the year prior to receiving the professional leave buy back.
6. The accrued sick leave days are not limited to the current contract. The accumulation will continue until at which time the language in the contract is modified.

**Section 9.3 Personal Leave:** Personal leave may be used for any purpose at the teacher's discretion. Teachers shall submit requests prior to the leave through the district's on-line leave request system. Pre-approval required.

- a. **Accrual:** All full-time teachers will be credited with three (3) days personal leave upon completion of their first day of full teaching service per annum. A part-time teacher shall earn a prorated amount. A teacher may carry over two (2) unused days of personal leave from one year to the next with a maximum accumulation of five (5) personal leave days in any school year.
- b. If a teacher is not able to attend the duties described below then the listed amount of hours shall be deducted from the teacher's personal leave within the next payroll period.
  - i. Wright Academy Teachers
    - 1. Parent teacher conferences twice per year = 3 hours each for a total of 6 hour combined.
    - 2. Scheduled Planning Meetings and/or Curriculum Writing = 2 hours total
  - ii. Wright Tech Teachers
    - 1. Parent teacher conferences twice per year = 3 hours each for a total of 6 hour combined.
    - 2. Advisory Board = 1 hour/twice per year for a total of 2 hours combined.
  - iii. Attendance at all events shall be documented.
- c. A teacher may not use more than five (5) personal days in one school year.

**Subd. 9.3.1 Restrictions:**

- a. Teachers will avoid taking professional leave days unless approved by the director. Personal leave will be granted on a first come first need basis on these occasions:
  - During or on in-service days
  - During parent/teacher conferences
  - During the first and last five (5) student contact days
- b. Teachers that have submitted their intent to retire by April 1 of the current school year may be exempt from attending the end of the year in-service.
- c. Teachers who have already completed the training offered for staff development, and can show evidence of completion, will be exempt from attending that particular training. They can complete other duties on site in lieu of that training.

**Subd. 9.3.2 Unused Personal Leave:** Staff may accumulate up to five (5) days with the balance over that to be paid into a teacher's 403(b) plan at the daily rate of sub pay for unused personal leave days.

**Section 9.4 Penalty:** Teachers absent more days than their accumulated professional and personal leave will have deductions from their salary at their daily rate of pay for days in excess of accumulated professional and personal leave. Absence for less than one (1) day shall be prorated.

**Subd. 9.4.1 Pay Back:** In the event of resignation, termination, or discharge of a teacher to whom professional leave has been advanced in excess of that earned, the teacher is required to refund the amount paid for the period of excess at the rate of 1.45 days per month.

**Section 9.5 Leave of Absence with Pay for Attendance at Professional Meetings:**

**Subd. 9.5.1 Purpose:** Teachers, at the discretion of the Director or his/her designee, may be given time off to attend professional meetings as official representatives of the School District. The School District shall pay the teacher's salary, travel, meals, lodging, registration fees, and the substitute teacher's salary.

**Subd. 9.5.2 School District Assignment:** Teachers may be assigned by the School District to represent it at a professional meeting. The School District shall pay the teacher's salary, travel, meals, lodging, registration fees, and the substitute teacher's salary. Teachers also may attend professional meetings at the discretion of the administration without loss of salary compensation; however, the teacher may be required to reimburse the District for the substitute teacher's pay.

**Subd. 9.5.3 Requests:** Requests to attend professional meetings shall be submitted on forms provided by the School District. These requests shall be submitted in advance to the administration for approval or denial.

**Subd. 9.5.4 Leave to Supervise:** Leave to supervise at regional, state, and national youth group conferences shall be granted without loss of salary compensation at the discretion of the Director or his/her designee.

**Subd. 9.5.5 Federation Leave:** Officers of the Federation of Teachers (FOT) or their duly appointed representatives shall be allowed three (3) days of leave with pay from teaching duties for the purposes of attending to union business. The WTC FOT shall pay the cost of the substitute teachers. The WTC FOT agrees to notify the district at least three (3) three days before the date of the intended use of the leave.

**Section 9.6 Child Care/Adoption Leave:**

**Subd. 9.6.1 Purpose:** A child care leave may be granted by the School District subject to the provisions of this section, to one (1) teacher-parent of a natural or adopted infant child, provided such teacher-parent is caring for the child on a full time basis.

**Subd. 9.6.2 Application:** A teacher making an application for child care leave shall inform the Director in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

**Subd. 9.6.3 Professional Leave:** If the reason for the child care leave is occasioned by pregnancy or adoption, or a foster child placement, a teacher may utilize professional leave pursuant to the professional leave provisions of the Agreement. However, a teacher shall not be eligible for professional leave during a period of time covered by a child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd. 9.6.4 Date of Leave:** The School District may, by mutual Agreement between the teacher and the Director or his/her designee, adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year (i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, etc.).

The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or its duration.

**Subd. 9.6.5 Continuity of Service:** Use of paid or unpaid family leave shall not interrupt continuity of service. Teachers returning from family leave shall be reinstated with accumulated seniority, retirement, fringe benefits and uninterrupted employment credit. Parental leave does not interrupt continuity of service for the purpose of acquiring continuing contract status so long as the teacher advised the board of the intention to return before February 1 in the school year preceding the school year in which the teacher wishes to return or by February 1 in the calendar year in which the leave is scheduled to terminate.

**Subd. 9.6.6 Commencement and Duration of Leave:** In making a determination concerning the commencement and duration of a child care leave, the Governing Board shall not, in any event, be required to:

- a. Grant any leave more than 12 months in duration.
- b. Permit the teacher to return to his/her employment prior to the date designated in the request for childcare leave.

**Subd. 9.6.7 Re-employment:** A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

**Subd. 9.6.8 Failure to Return:** 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 of the leave.

**Subd. 9.6.9 Previous Credit:** A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes of leave time during the period of absence for childcare leave.

**Subd. 9.6.10 Insurance Benefits:** A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium 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.

**Subd. 9.6.11 Unpaid:** Leave under this section shall be without pay or fringe benefits.

**Subd. 9.6.12 Adoption:** The School District shall grant an adoption leave to any teacher who makes a written application for such leave regardless of marital status.

- a. Upon learning of the date of adoption, the teacher shall submit a written application for adoption leave to the Director or his/her designee. Teachers shall submit requests three

- (3) days prior to the leave through the district's on-line leave request system.
- b. Adoption leave will commence at the date of adoption and may be for a period up to (6) six months as granted by the Governing Board.
  - c. Upon signifying his/her intent to return to work within the six (6) month period, the teacher shall be reinstated to his/her original job or to a position of like status and the teacher shall retain all seniority, salary, and fringe benefits which he or she has accrued prior to taking adoption leave.
  - d. A teacher may be granted up to 30 days paid adoption leave to care for a child (less than six (6) years old), provided such adoption leave is deducted from available sick leave. Time off would be unpaid once there is no available sick leave.

**Subd. 9.6.13 Non-Discrimination:** The Employer shall not discriminate against any Faculty Member on the basis of his or her use of family leave.

**Section 9.7 Jury Duty Leave:**

A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. Teachers shall submit requests three (3) days prior to the leave through the district's on-line leave request system.

**Section 9.8 Unrequested Leave of Absence (ULA):**

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

**Subd. 9.8.1 Continuing Contract Teachers:** A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by the initial date that a teacher signs his/her individual contract as a licensed teacher.

**Subd. 9.8.2 Probationary Teachers:** The Governing Board may place probationary teachers on ULA first in the inverse order in which they were employed by the School District. No teachers who have acquired continuing contract rights shall be placed on ULA while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is authorized or licensed.

**Subd. 9.8.3 Notification of Placement on ULA and Hearing Right:** The District will provide written notice to all teachers who are being placed on ULA. The notice will state the applicable ground(s) for the action and will notify the teacher(s) of the right to request a hearing on the proposed placement within 14 calendar days from the receipt of the notice by certified mail. A continuing contract teacher who is placed on ULA may request a hearing within 14 calendar days, if the teacher believes the District has failed to place teachers on ULA in the inverse order of seniority in the field(s) in which they are currently licensed. If timely requested, the hearing will be held before an independent hearing officer as agreed upon by the district and teacher. If no



agreement on a hearing officer is reached, either party may request the MN Bureau of Mediation services to appoint an arbitrator. The failure to request a hearing within 14 calendar days will be deemed to be acquiescence to the District's action.

**Subd. 9.8.4 Reinstatement:** A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of three (3) years after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence.

**Subd. 9.8.5 Occupation While on ULA:** A teacher placed on ULA may engage in teaching or any other occupation during the period of this leave.

**Subd. 9.8.6 Credit:** The ULA shall not impair the continuing contract rights of a teacher or result in loss of credit for previous years of service.

**Subd. 9.8.7 Duration:** The ULA of a teacher who is not reinstated shall continue for a period of three (3) years after which the right to reinstatement shall terminate provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Human Resources Manager, by April 1st of each year, a written statement requesting reinstatement.

**Subd. 9.8.8 Unemployment Compensation:** Nothing in this subdivision shall be construed to impair the rights of teachers placed on ULA to receive unemployment compensation if otherwise eligible.

**Subd. 9.8.9 Vacancies and Notification:** No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept. The position must be accepted within 10 calendar days as confirmed by receipt of certified mail stating that a position is available to that teacher on unrequested leave. Teachers placed on ULA are required to provide a written statement requesting reinstatement each year by April 1st.

**Subd. 9.8.10 Seniority Date:** Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license. Initial date of service is determined by the date the teacher signs his/her individual teaching contract.

**Subd. 9.8.11 Tie-breaker:** In the case of equal seniority, the following steps will be followed in order until the tie is broken.

- Step A. Years of service in teaching specific to the district
- Step B. Total credits/hours beyond a bachelor's degree
- Step C. Total graduate level credits beyond a bachelor's degree
- Step D. Most recent summative evaluation outcome

**Subd. 9.8.12 Benefits While on Leave:** Any teacher placed on leave may engage in teaching or any other occupation during the leave. Any teacher may be eligible for unemployment compensation if otherwise eligible under that law for such compensation. A leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the

district earned prior to the commencement of such leave.

**Subd. 9.8.13 Terminations:** The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

**Subd. 9.8.14 Notices:** When placed on ULA, a teacher shall file his/her name and address with the School District to which any notice of reinstatement or availability of position shall be mailed via the United States Postal Service. The teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this section.

### **Section 9.9 Filing Licenses and Preparation of Seniority Lists:**

**Subd. 9.9.1 Preparation and Posting of Seniority and Licensure Lists:** By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

**Subd. 9.9.2 Request for Change:** Any teacher with a correction or omission with the seniority and licensure list shall have 10 business days from the date of posting to provide a written request for a change to the seniority and licensure list.

**Subd. 9.9.3 Final list:** Within 10 business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

**Section 9.10 Industrial/Sabbatical Leaves:** Upon written request, teachers after five (5) years of service may be granted up to a one (1) year of industrial/sabbatical leave without pay or fringe benefits and henceforth every seven (7) years at the sole discretion of the Governing Board.

**Section 9.11 Workers' Compensation:** Pursuant to M.S. 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 professional leave.

## **ARTICLE 10**

### **403(b) ANNUITY MATCHING CONTRIBUTION PLAN**

**Section 10.1 Eligibility:** All continuing contract teachers in the School District shall be eligible for a School District contribution to a state-approved 403b matching contribution plan in accordance with M.S. 356.24, as amended, provided that:

- a. the teacher has authorized at least a matching contribution to an approved 403b annuity

matching contribution plan, to be paid by payroll deduction,

- b. the School District will provide an enrollment form to each teacher who becomes eligible for a matching contribution. The teacher shall notify the School District in writing no later than 15 days after receipt of the enrollment form of his/her intention to initiate participation in the 403b annuity matching plan and the amount of his/her contribution.

Such participation shall continue year to year at the specified amount unless the teacher notifies the School District to the contrary in writing. Modifications to a teacher's contribution must be submitted to the School District by August 1<sup>st</sup> for an August 31<sup>st</sup> implementation or by February 1<sup>st</sup> for a February 28<sup>th</sup> implementation.

**Section 10.2 School District Match Contribution:** The School District will make a matching contribution for a full-time continuing contract status teacher toward an approved matching annuity plan subject to the requirements of M.S.356.24 in an amount not to exceed the following:

<u>Years of Service</u>	<u>Maximum School District Matching Contribution</u>
Continuing Contract	
• through 10th year	\$800.00
• 11th through 14th year	\$1,000.00
• 15th year +	\$1,250.00

Lifetime Maximum School District 403(b) Contribution Cap:	\$19,000	2023-24
	\$19,000	2024-25

Part-time continuing contract teachers shall be entitled to a prorated contribution toward an approved 403b matching annuity plan.

**Section 10.3 Sick Days Buy Back:** Unused sick leave days earned over 130 days are eligible for the district's sick leave buy-back. The accumulated sick days will be purchased back by the district at the rate of sub pay according to the following chart:

- 2 days = 1 day of district sub pay
- 8 days = 2 days of district sub pay
- 12 days = 3 days of district sub pay

Employees must have a 403(b) plan or establish one to participate. Payment for unused sick leave will be placed annually in the teacher's 403(b) plan. Sick day buy back amounts are in addition to the districts matching contribution.

## **ARTICLE 11 DUTY DAY**

**Section 11.1 Basic Day:** The basic duty day for teachers shall be eight (8) hours in length, which time shall include the teaching time, at least 50 minutes of preparation time, supervisory time, and a duty free lunch time of at least 30 minutes. The starting time shall commence at 7:30 a.m. and conclude at 3:30 p.m. and at 3:00 p.m. on Fridays and days prior to scheduled breaks.

**Section 11.2 Building Hours:** The specific hours at any program (WTC, WLC, Transition) may vary according to the needs of the educational programs of the School District.

**Section 11.3 Preparation Time:** Prep time is non-student contact time occurring after the start of the 1<sup>st</sup> period of the day and before the end of the last period of the day, not including lunch.

**Section 11.4 Additional Activities:** Teachers shall be required to participate in School District activities within the teacher's basic day as required by the School District. The normal duties for teachers include a share of tours, meetings, co-curricular, extra-curricular and supervisory activities.

**Section 11.5 Staff Sign-out:** Staff must communicate to the office by signing out and signing in when leaving the building during prep time and upon returning. For approved programs (WBL, CEO), staff are required to communicate through the use of their calendar when out of the building.

**Section 11.6 Duty Free Lunch Period:** Lunch periods are part of the teachers' eight (8) hour working day and shall be assigned by the building principal. Teachers will be given a 30-minute lunch period, which shall be duty free of supervisory duties as possible without affecting the efficient operation of the school programs.

**Section 11.7 Emergency/Pandemic Exception:** Employees' schedules may be altered under emergency/pandemic conditions. Staff input will be sought.

## **ARTICLE 12 LENGTH OF SCHOOL YEAR**

**Section 12.1 Teacher Duty Days:** The Governing 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 Governing Board, including those legal holidays on which the Governing Board is authorized to conduct school and pursuant to such authority has determined to conduct school on Columbus Day and on Veterans' Day. This calendar shall be distributed to the president of the exclusive representative and teachers on or before the last student contact day of the preceding school year.

### **Section 12.2 Modifications:**

**Subd. 12.2.1 Calendar Modifications:** In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the Governing Board shall determine, if any.

**Subd. 12.2.2 Length of School Day:** In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e. a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

**Subd. 12.2.3 Meet and Confer:** Prior to modifying the scheduled length of the school day pursuant to Subd.2. above or scheduling more than two (2) make-up days pursuant to Subd.1. above the School District shall afford the exclusive representative the opportunity to meet and confer on such matters.

**Section 12.3 Substitute Teaching:** Faculty members performing substitute teaching during

preparation time shall be paid at the rate in Schedule C or proportionate amounts for part of an hour. Such assignments shall be made by mutual agreement between the teachers and administration.

**Section 12.4 Teacher Work Year:** The teacher work year shall consist of 182 days.

## **ARTICLE 13 DISCIPLINE**

**Section 13.1 Discipline:** A teacher who has completed the probationary period may not be disciplined without just cause. Whenever possible, the District shall discuss with the teacher any concern which may lead to disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated. All discipline administered shall have correction and improvement as its goal, except in cases of termination. The District may impose any form or level of discipline that is commensurate with the nature and severity of the offense, violation, misconduct, or deficiency. Discipline shall be generally applied progressively and shall be consistent with the accepted principles of progressive discipline. Such action shall use the following steps:

- a. Oral warning;
- b. Written warning;
- c. Suspension with pay;
- d. Suspension without pay;
- e. Termination for cause pursuant to Minnesota Statute 122A.40.

**Section 13.2 Oral Warning:** If an administrator has reason to warn a teacher, it shall be done in a manner that will not embarrass the teacher before other employees, students, or the public. Oral warnings shall be clearly identified as such at the time the oral warning is administered. When an oral warning is issued the teacher shall receive a written notification not to be placed in the personnel file. A copy shall also be given to the union president, unless the teacher waves that right with Association representation.

**Section 13.3 Written Warning:** A written warning shall include a factual statement of the incident/findings relative to the District's investigation, and any consequences of those findings. A written warning shall be placed in the teacher's personnel file. Before a written warning is placed in a teacher's file, a copy will be given to the employee in the presence of a union representative, unless the teacher waives that right with Association representation present.

**Section 13.4 Suspension With and/or Without Pay:** When a suspension is intended, the District shall, before or at the time the action is taken, notify the employee in writing of the specific reason(s) for such action. The District shall also notify the President of the exclusive representative that the employee has been proposed for suspension.

**Section 13.5 Termination:** Termination for cause shall be in accordance with Minnesota Statute 122A.40 and other relevant statutes.

## **ARTICLE 14 GRIEVANCE PROCEDURE**

**Section 14.1 Grievance Definition:** A grievance is any controversy between the School District and the Wright Technical Education Association or between the School District and an employee or group

of employees as to 1) interpretations of this agreement, 2) charge of violation of this agreement, or 3) an alleged violation involving wages, hours or working conditions resulting in unnecessary hardship.

**Section 14.2 Participant(s):** The local, teacher, administrator, or Governing 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 14.3 Definitions and Interpretations:**

**Subd. 14.3.1 Extension:** Time limits specified in this Agreement may be waived by mutual Agreement in writing.

**Subd. 14.3.2 Days:** Reference to days regarding time periods in this procedure shall refer to "working days". A "working day" is defined as all week days not designated as holidays by state law.

**Subd. 14.3.3 Computation of time:** In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 14.3.4 Filing and Postmark:** The filing or service of any notice or document required by this article shall be timely if it is personally served or if it bears the postmark of the United States Postal Service within the time period.

**Subd. 14.3.5 Waiver of Steps:** Provided both parties agree in writing, Level One, Two and/or Three of the grievance procedures may be bypassed, and the grievance brought directly to the next level.

**Section 14.4 Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the building principal, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the building principal.

**Section 14.5 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. 14.5.1 Level I:** If the grievance is not resolved through informal discussions, the building principal shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

**Subd. 14.5.2 Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director provided such appeal is made in writing within ten (10)

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

**Subd. 14.5.3 Level III:** In the event the grievance is not resolved in “Level II”, the decision rendered may be appealed to the Governing Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in “Level II”. If a grievance is properly appealed to the 3 Governing Board Representatives, the Governing Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the Governing Board shall issue its decision in writing to the parties involved. At the option of the Governing Board, a committee or representative(s) of the Governing Board may be designated by the Governing Board to hear the appeal at this level, and report the findings and recommendations to the Governing Board. The Governing Board shall then render its decision.

**Section 14.6 Governing Board Review:** The Governing Board reserves the right to review any decision issued under “Level I or Level II” above provided the Governing Board or its representative notifies the parties in writing of the intentions to review within 10 days after the decision has been rendered. In the event the Governing Board reviews a grievance under this section, the Governing Board reserves the right to reverse or modify such decision.

**Section 14.7 Arbitration Procedures:** In the event that the teacher and the Governing Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article:

**Subd. 14.7.1 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 Director within 10 days following the decision in “Level III” of the grievance procedure.

**Subd. 14.7.2 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. 14.7.3 Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no Agreement on an arbitrator is reached, either party may request the Minnesota Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to P.E.L.R.A, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided in this article shall constitute a waiver of the grievance.

**Subd. 14.7.4 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 argument relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 14.7.5 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 as provided by P.E.L.R.A.

**Subd. 14.7.6 Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such a transcript shall pay for such a copy.

**Subd. 14.7.7 Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance over the terms of the grievance and arbitration procedure as outlined in this article; nor shall jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to manage and conduct its operations within the legal limitations surrounding the financing of such operations.

## **ARTICLE 15 MEMBERSHIP AND WORKSITE ACCESS**

**Section 15.1 Access to Worksite:** Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

## **ARTICLE 16 DURATION**

**Section 16.1 Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent to the other party no later than April 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement. The agreed upon contract shall be posted on the district's website within 30 days after the agreement is finalized.

**Section 16.2 Effect:** This Agreement constitutes the full and complete Agreement between the School District and the exclusive. The provisions in this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, and practices, and School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.



**Section 16.3 Finality:** Pursuant to M.S. 179A.20, Subd. 3. any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

**Section 16.4 Severability:** The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

IN WITNESS WHEREOF. The parties have executed this Agreement as follows:

For the exclusive representative

For School District

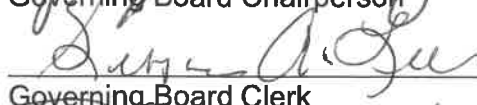




President

Governing Board Chairperson





Vice President

Governing Board Clerk





Chief Teacher Negotiator

Chief Governing Board Negotiator

Dated this 31 Day of

Dated this 4<sup>th</sup> Day of

May 2024

June 2024

Signed by: Russ Pearson, Mary Pierce-Slocum, and Scott Zubrod for the exclusive representative

Signed by: Jennifer Mealey, Sue Lee and Paul Bravinder for the School District

## Appendix A 2023-24 Salary Schedule

2023-2024 School Year

LANE	1	2	3	4	5	6	7
STEP	BA or Voc	BA+10 or +180 Hrs	BA+20 or +360 Hrs	BA+30 or + 540 Hrs	MA or +720 Hrs	MA+10 or +900 Hrs	MA+20 or +1080 Hrs
1	43,090	44,200	45,274	46,469	48,096	49,513	50,974
2	44,090	45,264	46,403	47,651	49,371	50,943	52,342
3	45,209	46,462	47,678	48,998	50,850	52,350	53,954
4	46,589	47,951	49,278	50,698	52,691	54,285	56,005
5	47,963	49,400	50,805	52,282	54,253	56,060	57,829
6	49,332	50,842	52,329	53,873	55,981	57,834	59,708
7	50,674	52,291	53,890	55,535	57,815	59,661	61,765
8	52,095	53,777	55,453	57,168	59,584	61,435	63,668
9	53,580	55,353	57,112	58,895	61,448	63,363	65,673
10	55,105	57,061	58,897	60,930	63,469	65,465	67,846
11	56,527	58,645	60,547	62,656	65,375	67,413	69,890
12	57,817	60,035	62,037	64,660	67,597	69,796	72,409
13	59,107	61,425	63,527	66,626	69,813	72,217	74,861
14	60,397	62,815	65,017	68,241	71,637	73,685	77,402

## Appendix B 2024-25 Salary Schedule

2024-2025 School Year

Lane	1	2	3	4	5	6	7
STEP	BA or Voc	BA+10 or +180 Hrs	BA+20or +360 Hrs	BA+30 or + 540 Hrs	MA or +720 Hrs	MA+10 or +900 Hrs	MA+20 or +1080 Hrs
1	45,172	46,335	47,461	48,714	50,419	51,905	53,436
2	46,219	47,450	48,644	49,952	51,755	53,404	54,870
3	47,392	48,706	49,981	51,364	53,306	54,879	56,560
4	48,839	50,267	51,658	53,147	55,236	56,907	58,710
5	50,279	51,786	53,259	54,807	56,873	58,768	60,622
6	51,715	53,298	54,856	56,475	58,685	60,628	62,592
7	53,122	54,817	56,493	58,217	60,607	62,542	64,748
8	54,611	56,375	58,131	59,929	62,462	64,402	66,743
9	56,168	57,027	59,870	61,740	64,416	66,423	68,845
10	57,767	59,817	61,742	63,873	66,535	68,627	71,123
11	59,257	61,477	63,471	65,682	68,533	70,669	73,266
12	60,610	62,934	64,033	67,783	70,862	73,168	75,906
13	61,962	64,391	66,595	69,884	73,185	75,705	78,477
14	63,314	65,849	68,157	71,537	75,097	77,244	81,141

**Appendix C 2023-25 Extra Compensation - Schedule C**

	<b>2023-24</b>	<b>2024-25</b>
<b>Non Contract Time - Curriculum Development, Program Improvement, Committee (Leadership)</b>	Steps 1-7 \$27/hr Steps 8-14 \$31/hr	Steps 1-7 \$27/hr Steps 8-14 \$31/hr
<b>Teacher Mentor</b>	\$200 Stipend	\$200 Stipend
<b>Night School</b>	Hourly Rate of Pay	Hourly Rate of Pay
<b>Summer School</b>	Hourly Rate of Pay	Hourly Rate of Pay
<b>Overload: Long-term Additional Class Coverage</b>	Hourly Rate of Pay	Hourly Rate of Pay
<b>Substitute &amp; Short-Term Class Coverage</b>	\$31.92 Step 1, Lane 4	\$33.46 Step 1, Lane 4
<b>Student Professional Organization Pay</b>	\$2,154.50 5% of Step 1, Lane 1	\$2,258.60 5% of Step 1, Lane 1

## Appendix D 2024-2025 Salary Schedule for Career Increment Eligible Staff

**Purpose:** This appendix presents a separate calculation for staff who have been with the district for 15 years or more. Such staff will refer to this schedule only and no longer refer to Appendix A and B for their salary schedule.

**Calculation:** When staff start their 15th and 20th year, they will receive the career increment as stated in Article 6, Section 6.7. On the 15th and 20th year, their new total salary is determined by their current salary, increased by the salary schedule increase, then increased by the career increment. For subsequent years after the 15th and the 20th year, not including the 20th year, the total salary is determined by increasing the total salary of the previous year by the salary schedule increase. Note: The career increment goes into effect on 15th and 20th year; no additional percentage for career increments is received in other years except for the salary schedule increase.

### Salary Schedule for Career Increment Eligible Staff:

Staff	23-24 Total Salary	24-25
1	84,507	88,589
2	9,824	0
3	71,623	75,082
4	68,624	71,939

This schedule is to be updated every contract to reflect the new year's salary.