

# Attention

References to T1, T2, and/or T3  
do not align with PELSB Tiered  
Licensure

License Tier does not  
determine salary schedule  
placement

AGREEMENT

Between

EDUCATION MINNESOTA ST. FRANCIS Local 1977  
St. Francis, Minnesota

# TEACHERS

AND

Independent School District No. 15

Approved by the School Board on April 11, 2022  
Effective July 1, 2021-June 30, 2023

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## ARTICLE I PURPOSE

This Master Agreement is entered into between Independent School District 15, St. Francis, Minnesota (hereinafter referred to as the District) and Education Minnesota St. Francis (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for teachers for the duration of this Master Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with the PELRA, the District recognizes Education Minnesota St. Francis as the exclusive representative of teachers employed by the District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Master Agreement.

**Section 2. Scope:** This Master Agreement shall apply to all members of the teachers in the bargaining unit.

## ARTICLE III DEFINITIONS

**Section 1. Terms and Conditions of Employment:** The term, “terms and conditions of employment,” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District’s personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the District. “Terms and conditions of employment” is subject to the provisions of the PELRA.

**Section 2. Employee:** The term “employee” shall have the same definition as in the PELRA:

*“M.S. 179A.03, Subd. 14. Public employee or employee. ‘Public employee’ or ‘employee’ means any person appointed or employed by a public employer except:*

- (a) elected public officials;*
- (b) election officers;*
- (c) commissioned or enlisted personnel of the Minnesota National Guard;*
- (d) emergency employees who are employed for emergency work caused by natural disaster;*
- (e) part-time employees whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s appropriate unit;*
- (f) employees whose positions are basically temporary or seasonal in character and: (1) are not for more than 67 working days in any calendar year; or (2) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.*
- (j) an individual who is employed for less than 300 hours in a fiscal year as an instructor in an adult vocational education program.”*

**Section 3. Teacher:** The term Teacher shall have the same definition as in the PELRA:

*“M.S. 179A.03, Subd. 18. Teacher. ‘Teacher’ means any public employee other than a superintendent or assistant superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by a school district:*

*(1) in a position for which the person must be licensed by the Board of Teaching or the commissioner of education; or*

*(2) in a position as a physical therapist or an occupational therapist.”*

The word, “teacher,” means all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, and such other employees excluded by law.

**Section 4. District:** For purposes of administering this Master Agreement, the word, “District,” shall mean the School Board or its designated representative(s).

**Section 5. Appropriate Unit:** The term “appropriate unit” shall have the same definition as in the PELRA:

*“M.S. 179A.03, Subd. 2. Appropriate unit. ‘Appropriate unit’ or ‘unit’ means... all the teachers in the district.”*

**Section 6. Years:** Hereafter, the 2021-2022 school year will be referred to as “Year One,” and the 2022-2023 school year will be referred to as “Year Two.”

**Section 7. Other Terms:** Terms not defined in this Master Agreement shall have those meanings as defined by the PELRA. Terms not defined in the PELRA shall be interpreted by using an authoritative dictionary and most appropriate context (such as “Merriam Webster,” “Oxford,” etc).

## ARTICLE IV SCHOOL DISTRICT RIGHTS

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the 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 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 District within its legal limitations and consistent with its primary obligation to provide educational opportunities for the students of the District.

**Section 3. Effect of Laws, Rules, Regulations, Directives, and Orders:** All teachers covered by this Master Agreement, and all provisions of this Master Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Master Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties  
Teacher Work Agreement, 2021-2023

shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Master Agreement, and all managerial rights and managerial functions not expressly delegated in this Master Agreement are reserved to the District.

## **ARTICLE V TEACHER RIGHTS**

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

**Section 2. Right to 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 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 their employment.

**Section 3. Request for Dues Checkoff:** Teachers shall have the right to dues checkoff for the teacher organization of their selection provided an authorization card is received by the District and provided that dues checkoff and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues checkoff pursuant to the PELRA . Such authorization shall continue in effect for the exclusive representative from year to year unless revoked in writing to “Human Resources” by the teacher or the process is inconsistent with laws, rules, or regulations of the state. The Exclusive Representative will advise “Human Resources” of any changes in dues checkoff rates by September 1 of each year. The District will deduct from the teacher’s paycheck the dues that the teacher has agreed to pay to the teacher organization. Deductions shall be made in twenty-four (24) equal installments beginning in October and transmitted to the designated organizations together with a list of names of teachers from whose pay deductions were made.

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 executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

**Section 4. Personnel Files:** Pursuant to M.S.122A.40, Subd.19., all evaluations and files, wherever generated, related to individual teachers shall be available to the particular teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of his/her file at the teacher’s expense and to submit for inclusion in the file written information in response to any material contained in it, provided, however, the District may destroy such files as provided by law. Except for those matters constituting public records, access to teacher files shall be limited to those persons with a legal right to such information. The District shall expunge from a teacher’s file any material found to be false or inaccurate, and the teacher shall be authorized to use the grievance procedures as outlined in “Attachment F” in order to enforce this provision. Such grievance may be initiated at “Level II” and shall be subject to a time limitation of twenty (20) days after the teacher has knowledge of the inclusion in his/her file of the material he/she seeks to have removed.

**Section 5. Copies of Master Agreement:** The District shall prepare and post a copy of this Master Agreement for download on the District website within thirty (30) days after School Board ratification.

**Section 6. District Buildings, Facilities, and Equipment:** The Union and other District teacher organizations shall have the right to usage of District buildings, facilities, and equipment for the purpose of conducting business as approved by the District.

**Section 7. Credit Union and Other Deductions:** The District agrees to deduct from teachers' salaries, after an appropriate request has been made, payments to credit unions, Tax Sheltered Annuities (403b), additional life insurance, union dues, and other related deductions as approved by the District. Such payments shall be made in equal installments from each paycheck in an amount authorized by the teacher.

**Section 8. Restricting a Teacher:** Except as otherwise provided herein, or by the PELRA, nothing contained in this Master Agreement shall be construed to deny or restrict to any teacher rights the teacher may have under Minnesota or other applicable laws or regulations.

**Section 9. Personnel Policies:** A copy of any personnel policy affecting teachers shall be posted in an appropriate area of the District website and distributed via email within thirty (30) working days after adoption. Prior to general distribution, the Union shall be afforded an opportunity to comment on the policy. A consolidated copy of all personnel policies shall be available to teachers in an appropriate area of the District website.

**Section 10. Professional Meetings:** Attendance at all professional meetings approved by the District shall be at the expense of the District. Expenses shall be reimbursed per established District rates and as governed by the District. In addition, the District reserves the right to withdraw approval for attendance at professional meetings if the affected teacher is notified no later than the evening prior to the meeting when sufficient substitute teachers are not available. In such instance, the District will reimburse the teacher for any personal expenses allowed under applicable policies and laws.

## **ARTICLE VI UNION RIGHTS**

**Section 1. Information:** The parties agree that the Union shall have access, upon written notice, to available information necessary for the Union to exercise its responsibilities as exclusive representative.

**Section 2. Meet and Confer:** The Union shall have the right to meet and confer with the District pursuant to M.S. 179A.08 Subd. 2 regarding matters not specified under M.S. 179A.03, Subd. 19. Such meetings will take place at least once every four (4) months unless mutually deferred. The dates for these meetings will be placed on the school year calendar. The District shall provide the facilities and set a mutually convenient time for such conferences to take place, and a summary of the matters considered at such conferences will be presented to the District for its review. Nothing in this section shall require the agreement of either party to any matter presented for consideration.

**Section 3. Union Time:** Pursuant to M.S. 179A.07, Subd. 6, reasonable time off shall be afforded to elected officials and appointed representatives of the Union for the purpose of conducting the duties of the Union. The Union shall repay the District at the rate of 1/186 of the approved teacher's base salary for each day's absence. Every effort shall be made by both parties to schedule negotiation sessions, grievance hearings, mediation, or arbitration at times other than those conflicting with the school day. In the event that it is agreed to by both parties that any of the aforementioned meetings be held during the teacher working day, up to five aggregate teacher duty days will be paid at the affected teachers full salary, and for any teacher duty days in excess of this limit the Union shall reimburse the District in the amount paid to the teacher substitute. In the event that a third party mandates that a grievance hearing, mediation, or arbitration be held during the teacher working day, the Union shall reimburse the District in the amount paid to the teacher's



substitute.

**Section 4. Building Access for Union Meetings:** The Union will have access to school facilities at no charge for Union meetings. Union leadership must reserve facilities and equipment through the process established by the “Community Education Department.” Equipment may be reserved only for the meeting at the site where it is inventoried and maintained; equipment may not be removed from the premises.

**Section 5. Union President Release from Teaching Assignment to Fulfill Union Duties:**

- Subd. 1. The School Board shall grant up to a .50 FTE leave of absence for the president or other designee of the Union each year in order for the president or designee to conduct the business of the Union.
- Subd.2. The Union will reimburse the School District \$31,000 for the cost of the .50 FTE. The reimbursement will be paid, in three near equal parts, by the end of each trimester.
- Subd.3. Notice for this leave must be submitted to the School Board prior to April 8th in the prior school year to when the leave is to be taken.
- Subd.4. The leave of absence will be for one (1) year in duration.
- Subd.5. The president or designee will retain all rights afforded under this Master Agreement based upon the FTE status on his/her last individual teaching contract prior to the leave of absence.
- Subd.6. The District will retain the right to assign the president or designee, as needed, for the portion of teaching duties, and the schedule of the president or designee during the leave of absence will be determined by the needs of the Union.
- Subd.7. Upon completion of the leave of absence, the teacher will return to his/her position in the building assigned prior to the leave of absence.

**Section 6. Right to Ask:** The Union President, or designee, may request a list of those licensed staff members who have achieved continuing contract status after July 1. The District shall provide a list of those licensed staff members who have achieved continuing contract status within 14 calendar days.

**ARTICLE VII  
LENGTH OF THE 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 school and, pursuant to such authority, has determined to conduct school. The school year for 2021-2022 shall consist of one hundred eighty six (186) duty days, and the 2022-2023 school year shall consist of one hundred eighty six (186) duty days.

For schools following a trimester schedule, one day at the beginning of the school year and one day at the end of each trimester shall be used at the discretion of each teacher for grading and other activities related to her or his teaching assignment, including voluntary meetings with other teachers.

In addition, two (2) to nine (9) days will be used for staff development. Utilization of non-student days may

be subject to the Meet and Confer process.

**Section 2. Teacher Transfer Training Day:** As a result of “District Staffing Day,” any teachers who receive job assignments which place them in a new grade level, subject department, licensure, or district building may utilize up to eight (8) hours at the discretion of the teacher for activities related to her/his new teaching assignment, including voluntary meetings with other teachers.

**Section 3. Emergency Closings:**

- Subd. 1. In the event that schools will be closed for the entire day due to an emergency, teachers will not report for work on that day or days unless specifically notified by the District to report.
- Subd. 2. In the event of a late start, teachers will report for work at least one (1) hour before anticipated student arrival.
- Subd. 3. In the event of an early student dismissal, teachers will remain one (1) hour after students depart, in order to provide supervision in the event that students are returned to the school. In such circumstances, principals/program supervisors may grant permission for teachers to leave based on individual extenuating circumstances.
- Subd. 4. In the event of a student day or teacher day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School Board shall determine. In the event that days are to be made up, every reasonable effort shall be made to reschedule such days within the established school calendar.

**Section 4. Meet and Confer:** Prior to the establishment of the calendar in “Section 1.” above or making any changes under “Section 2.” above, the District shall afford the Union the opportunity to meet and confer on such matters. The calendar shall be distributed to all teachers within thirty (30) days after adoption by the District.

**Section 5. Individual Teaching Contract:** Any change in a teacher’s assignment from what has been noted on his/her individual teaching contract will require the issuance of a revised individual teaching contract or “Notice of Extra Assignment Change.”

**Section 6. Right to Unilaterally Resign:** Pursuant to M.S. 122A.40, Subd. 7., to be effective, a teacher’s resignation must be submitted prior to April 1, provided, however, that if an agreement as to the terms and conditions of employment for the succeeding school year has not been adopted prior to March 1, the teacher’s right of resignation shall be extended to the 30th calendar day following the adoption of the Master Agreement and shall be 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.

**Section 7. Modifications in Calendar, Length of School Day:**

- Subd. 1. In the event of an energy shortage or other emergency, the School Board 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 School Board shall determine.
- Subd. 2. In the event of an energy shortage or other emergency, the School Board further reserves the right to modify the school day, as it 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. 3. Prior to modifying the scheduled length of the school day pursuant to “Subd. 2.” above or modifying the calendar pursuant to “Subd. 1.” above, the District shall afford to the Union the opportunity to use the meet and confer process.

## **ARTICLE VIII HOURS OF SERVICE**

**Section 1. Basic Day:** Teachers have a professional responsibility to be fully prepared to carry out their teaching assignments each day, which includes being on duty an average of eight (8) hours per day (including lunch), specifically from before students arrive until after they leave and to be present for required meetings and conferences. Teachers who are required to be absent during these times have a responsibility to follow the specific building procedures for such absence. Individual teachers who fail to meet these responsibilities may be assigned to a specific daily schedule by the District. Teachers may flex up to twenty (20) minutes of their workday on-site or off-site, as long as they meet all the requirements above. Additional compensation for hours of service duties will not begin until eight (8) hours complete in the day. The regular workweek is forty (40) hours.

**Section 2. Absences:** Teachers who are absent for a half-day or more shall be charged for a pro-ration of an eight (8) hours of leave. Teachers who are required to be absent for less than a half-day shall be charged only for those hours of absence during the student contact day, excluding teacher’s preparation period, or when required meetings or conferences are missed.

**Section 3. Additional Activities:** In addition to the basic day, teachers may be required to reasonably participate in District activities beyond the teacher’s basic day as is required by the District. The normal duties for teachers shall include a reasonable and, equalized share of extracurricular, co-curricular, and supervisory activities.

**Section 4. Duty-Free Lunch:** A duty-free lunch period of thirty (30) minutes shall be provided for all teachers.

### **Section 5. Teaching Load:**

**Subd. 1. High School Classroom Teachers:** The normal teaching load for grades 9-12 regular classroom teachers in a five (5)-period day, trimester schedule, shall be twelve classes during the school year, unless they are assigned additional teaching assignments under ARTICLE X, Sections 1.-6.

**Subd. 2. Middle School: Regular Classroom Teachers:** The normal, regular student contact time for grades 6-8 teachers shall not exceed 320 minutes per day and shall not exceed 1575 minutes per week. The District reserves the right to assign a teacher up to 1,600 minutes per week provided that extra compensation is paid as provided in ARTICLE X, Section 4. prorated for the time assigned.

**Subd. 3. Elementary Schools: Regular Classroom Teachers:** The normal, regular student contact time for grades K-5 teachers shall not exceed 320 minutes per day and shall not exceed 1,575 minutes per week. The District reserves the right to assign a teacher up to 1,600 minutes per week provided that extra compensation is paid as provided in ARTICLE X, Section 4. prorated for the time assigned.

**Subd. 4. Crossroads School:** The normal, regular student contact time for grades K-12 teachers in

the “Crossroads School” shall not exceed 320 minutes per day and 1,575 minutes per week. The District reserves the right to assign a teacher up to 1,600 minutes per week provided that extra compensation is paid as provided in ARTICLE X, Section 4. prorated for the time assigned.

Subd. 5. Special Education Teachers, Grades K-8: The normal, regular student contact time for grades K-8 special education teachers shall not exceed 330 minutes per day and 1,575 minutes per week. The District reserves the right to assign a teacher up to 1,600 minutes per week provided that extra compensation is paid as provided in ARTICLE X, Section 4. prorated for the time assigned.

Subd. 6. Separate Site: Special Education Teachers and Social Workers, Grades Pre-K-12 Plus: The normal, regular student contact time for grades pre-K-12+ special education teachers and social workers at a separate site, shall not exceed 330 minutes per day and 1,575 minutes per week. The District reserves the right to assign a teacher up to 1,600 minutes per week provided that extra compensation is paid as provided in ARTICLE X, Section 4 prorated for the time assigned.

Subd. 7. Special Education Teachers Pre-K-12 Plus: Pre-K-12+ teachers may request a substitute for paperwork evaluations or IEPs. This time will be allowed at the discretion of the building principal. Special education teachers will be paid at their hourly rate through the appropriate payroll request process for work required during the preparation hour.

The Director of Special Services will meet with the “Special Education Instructional Leads” from each building on a monthly basis throughout the school year. The focus of these meetings will be to identify areas of concern regarding due process and develop possible solutions for consideration.

Subd. 8. Alternative Learning Center (Saints Academy): The normal, regular student contact time for grades 6-12 teachers shall not exceed 320 minutes per day and 1,575 minutes per week. The District reserves the right to assign a teacher up to 1,600 minutes per week provided that extra compensation is paid as provided in ARTICLE X, Section 4. prorated for the time assigned.

Subd. 9. Saints Online: The normal, regular student contact time teachers shall not exceed 320 minutes per day and 1,575 minutes per week. The District reserves the right to assign a teacher up to 1,600 minutes per week provided that extra compensation is paid as provided in ARTICLE X, Section 4. prorated for the time assigned.

Subd. 10. Instructional Support Positions: Teachers not placed in a regular classroom position as covered in Subdivisions 1-3 of this Section will be assigned an equitable work load in view of the varying responsibilities of the positions. Assignments would include computer coordinator, media, guidance, psychologist, enrichment coordinator, licensed school nurse, dean of students, due process facilitator basic skills coordinator, and such other similar assignments as established by the District. Preparation time for these assignments shall be flexible within the teacher work day following the limitations set forth in Subdivision 11 of this Section.

Subd. 11. Preparation Time: Preparation time will be according to M.S. 122A.50. Within the student day, for every twenty-five (25) minutes of classroom instructional time, a minimum of five (5) additional minutes of preparation time shall be provided to each licensed

teacher. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks during the student day.

Exceptions may be made by mutual agreement between the District and the exclusive representative of the teachers. One (1) period of at least thirty (30) minutes each day will be provided within the student contact day for preparation. Preparation time is exclusive of time required for the teacher transition. Schedules will reflect no fewer than a total of four (4) minutes for teacher transition.

Subd. 12. Student Contact Time: “Student contact time” is any time a teacher is required to be responsible for students between the beginning and the end of the instructional day.

Subd. 13. Use of Non-Student Contact Time: Mandatory all teacher non-emergency meetings shall be limited to no more than one (1) meeting per week excluding professional development activities, as defined in Article XVI, Section 1., Subd. 4.

Subd. 14.

- The daily rate of pay is determined by dividing contracted, annual salary by 186 x the particular teacher’s FTE.
- The hourly rate of pay is determined by dividing daily rate (as defined above) by the number of daily, contracted hours.

## **ARTICLE IX BASIC COMPENSATION**

**Section 1. Rates of Pay:** Wages and salaries shall be governed by the “Student Performance Improvement Program” as outlined in the attached memo of understanding unless funding under the State of Minnesota Alternative Teacher Professional Pay System is withdrawn at which time wages and salaries shall be governed by Attachment A. Wages and salaries shall be subject to the right of the District to withhold increases in the form of increments, lane changes or other increases for just cause. A salary increase shall not be withheld unless the teacher is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency. An action withholding a salary increase shall be subject to the grievance procedure. Just cause for the withholding of movements shall be defined as neglect of duty, persistent violations of school laws, rules, regulations, or directives, inefficiency, and other good and sufficient grounds which impair the teacher’s proper functioning in his/her position.

**Section 2. Status of Salary Schedule:** The parties recognize that the terms and conditions of employment for the duration of this Master Agreement are covered by this Master Agreement, and such terms and conditions of employment shall not be construed to be a part of the teacher’s continuing contract rights as defined in M.S. 122A.40. In the event a successor Master agreement is not entered into prior to the expiration date of this Master Agreement, a teacher shall be compensated according to the previous year’s compensation until such time as a successor Master Agreement is executed. However, in the event a teacher’s workload is modified, he/she shall be paid an amount based upon the previous year’s compensation for comparable duties.

**Section 3. Placement on the Salary Schedule:**

Subd. 1. To qualify for the “MA” or “MS lane,” the degree must be in the field of the teacher’s teaching assignment or current, full-time licensure.

Subd. 2. A Teacher’s lane of training already approved for the most recent school term will continue



to remain in effect unless the teacher has advanced to a higher lane. In those instances in which a teacher has been reassigned on an involuntary basis, the teacher's lane placement shall not be reduced, even though his/her credits would not otherwise be applicable to the reassignment.

Subd. 3. Grade: To apply on the salary schedule, all credits must carry a grade equivalent of "B" or higher.

Subd. 4. A new teacher shall be placed on the appropriate lane of the salary schedule as provided in this article and at a step as agreed between the School Board and the teacher.

Subd. 5. Effective Date: The training level of the teachers as of September 1 will be the basis of pay for the first semester, and the training level as of February 1 shall be the basis of pay for second semester effective with payroll beginning April 10. Applications for salary adjustment due to a change in the training level of a teacher shall be made to the personnel office by the submission of a transcript prior to October 15 or March 15 of each year. If A transcript is not available by October 15 or March 15, other satisfactory evidence of the completion of a course will be recognized pending receipt of the official transcript. However, salary adjustment shall not be made until the official transcript is received. Credits earned and certified for purpose of advancing to a new column must be earned within the last ten (10) years.

Subd. 6. Step Advancement: In order to be credited with a year's experience, teachers must actually work at least 900 regular duty hours in this District. Such hours are accumulative from year to year and teachers shall be entitled to a year's experience credit at the commencement of the year following accumulation of the 900 hours. Further, such hours shall not accumulate at a rate greater than eight (8) hours per day.

**Section 4. Pay Days:** Annual salary shall be paid in a minimum of twenty-four (24) installments, on a semi-monthly basis, commencing with the first regular District pay date after all teachers have reported for duty for the new school term. Any change from current practice will require District notification to the Exclusive Representative ninety (90) days in advance of the intended implementation date. In addition, if a regular pay date falls on a District-designated holiday, that installment shall be paid on the last District work day prior to the holiday. At the option of the teacher, the District shall make payment of the July and August salary installments not later than June 20. Written request for this payment must be received by the District by June 5<sup>th</sup> before the beginning of a new fiscal year. The District will provide notification of the deadline by May 1 of each year.

**Section 5. Substitute Teachers:** Substitute teachers shall be paid at a rate as established by the District.

**Section 6. Part-Time Teachers:** "Part-time teachers," defined as those teachers employed fewer than 735 hours per year, shall be compensated at a rate as established by the District.

**Section 7. Full-Time Teachers:** "Full-time teachers," defined as those teachers employed for 735 hours per year or more, shall be compensated at a rate as agreed upon in the terms and conditions of the Master Agreement.

**Section 8. Calculation of Part-time:** A part-time teacher assignment at the high school is calculated as the percentage of time on an annual basis, using eleven (11) classes and one (1) study hall as the full-time equivalent comparison.

**Section 9. Longevity Pay:** Those licensed staff members who have achieved continuing contract status shall be eligible for Longevity Payments. There are five (5) longevity steps available. Longevity step #1 shall occur when a teacher’s age is added with the number of reviews and is equal or greater than 60. Longevity step #2 shall occur when a teacher’s age is added with the # of reviews and is equal or greater than 70. Longevity step #3 shall occur when a teacher’s age is added with the # of reviews and is equal or greater than 80. Longevity step #4 shall occur when a teacher’s age is added with the # of reviews and is equal or greater than 90. Longevity step #5 shall occur when a teacher’s age is added with the # of reviews and is equal or greater than 100. For the purposes of longevity pay, age shall be determined by the age of those eligible on May 31.

Sum of Age plus Reviews/Goals	Amount
60-69	\$50
70-79	\$100
80-89	\$150
90-99	\$200
100 or more	\$250

**ARTICLE X  
EXTRA COMPENSATION**

**Section 1. Additional Assignments:** Extra assignments associated with additional compensation shall not be construed to be part of the teacher’s continuing contract unless expressly so provided in the individual teaching contract.

**Section 2. Extracurricular Compensation:** The wages and salaries reflected in “Schedules C” and “D,” shall be a part of this Master Agreement.

**Section 3. Assignment of Extracurricular Duties:**

Subd. 1. The District may assign the teacher to extracurricular, co-curricular, or other assignments subject to established compensation for such assignments. An assignment shall not be made without agreement of the teacher except when no qualified teacher is willing to assume the assignment. In such case, the assignment shall be for one (1) year only by letter of assignment until a qualified teacher is available to accept the assignment. In the event that involuntary assignments are necessary, such assignments shall be rotated as equitably as practicable among the eligible teachers, giving consideration to a teacher’s training, experience, aptitude, and teaching load.

Subd. 2. The District is empowered to appoint all supervisors of extracurricular assignments, and they shall be compensated according to the attached schedule of pay for such extracurricular assignments.

**Section 4. Extended Employment Pay:** Teachers regularly employed beyond the basic contract year shall be paid as specified in ARTICLE VIII, Section 5., Subd. 14.

**Section 5. Summer School/Extended School:** Teachers employed to teach summer school shall be compensated pursuant to “Schedule D .” For purposes of this section, a four (4)-hour teaching assignment shall be deemed to include one (1) additional hour of preparation. If the teacher is assigned fewer than four (4) hours, preparation time will be assumed on the same ratio and the teacher compensated accordingly.

**Section 6. Extra Class:** Any teacher required to teach an extra class in lieu of a preparation period shall be  
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compensated at the rate of \$3,926 per trimester in “Year One” and “Year Two” of the contract.

**Section 7. New Positions:** The District and the Union shall establish a “Schedule C/D” committee to:

- a. review all requests for new extra-curricular position compensation;
- b. review requests for adjustment in extra-curricular compensation; and
- c. provide a forum for discussion of issues related to teacher work in extra-curricular or extended-day programs.

The committee shall be made up of four (4) members selected by the District, at least one (1) of whom shall be the “District Activities Director” who will act as the committee chair, and four (4) members selected by the Union. The committee shall meet at least once each year.

All requests for additions, changes, deletions, and/or information received by either party to this Master Agreement shall be forwarded to the committee. The committee shall forward its recommendations and findings to the District and the Union. When appropriate, action will be taken by either or both parties. Changes to the Master Agreement which result from the process outlined above will be attached to the Agreement by “Memorandum of Understanding” until the next formal negotiation period when such agreed to changes will be incorporated into the Master Agreement.

Nothing in this section limits rights and obligations of the District or Union as outlined in ARTICLES “I, II,” and “IV.”

**Section 8. Payments:** Effective September 1, 2018, the payment for Schedule C athletic coaching and Schedule D educational activities shall be made by one of two options:

- a. Two installments; fifty percent (50%) of the payment will be paid at the halfway point of the assignment and the remaining fifty percent (50%) upon the completion of all duties related to the assignment.
- b. Payment shall be spread evenly from the start of the assignment and spread through the remaining pay periods including the July and August installments.

**Section 9.** An annual stipend will be available for teachers who have taken the necessary training to teach Advanced Placement, College in the Schools and Career/Tech Ed courses that have Articulated Credits. Payments shall be \$250 per section.

## **ARTICLE XI GROUP INSURANCE**

**Section 1. Selection of Carrier:** The District will offer insurance plans as provided in this Article. The selection of the insurance carrier and policy shall be made by the District, subject to the coverage requirements of this article. In the case of those policies in which the premiums are paid jointly by the District and the teacher, the District will meet and confer with the Union prior to the purchase or change in the benefits of any policy.

**Subd. 1. Health Insurance Options:** The district will solicit the Health Insurance Company or third party administrator for health insurance plan design options no later than July 31, 2013. This solicitation will include a request to quote several different plan designs for all employees, including an employee plus one plan (or comparable).

**Section 2. Medical-Hospitalization Insurance:**



**Subd. 1. Single Coverage:** The District will contribute up to up to \$510.00 per month toward the cost of a single coverage premium for the Elect (or equivalent) medical- hospitalization plan for each eligible teacher employed by the District for the duration of this Master Agreement. The cost of the premium not contributed by the District shall be borne by the teacher and paid by payroll deduction.

**Subd. 2. Dependent Coverage:** The District will contribute up to \$1,200.00 per month toward the cost of the premium for the medical-hospitalization plan for combined single and dependent coverage for each eligible teacher employed by the District for the duration of this Master Agreement. The cost of the premium not contributed by the District shall be borne by the teacher and paid by payroll deduction.

**Subd. 3.** In the event the District employs a teacher and his/her spouse, the teacher and spouse may both be allowed to carry single coverage, if permitted by the terms of the insurance policy. In such case the District will then pay the sums as provided in Subd. 1 above for each teacher. If the teacher and spouse have a dependent, then the District will contribute an amount not to exceed the amount provided in Subd. 1 for one teacher and the amount provided in Subd. 2 for the other teacher. In no event shall the combination thereof exceed the total cost of the premium for the family. The cost of the premium not contributed by the District shall be borne by the teacher and spouse, and paid by payroll deduction.

**Subd. 4. Health Care Savings Plan (HCSP):** The District shall contribute \$114 per month in “Year One” and \$117 per month in “Year Two” toward a health care savings plan for those current teachers participating in the District sponsored deductible health insurance plan. The District will pay the monthly administrative fee charged by the carrier.

**Section 3. Long-Term Disability Insurance:** Teachers shall pay the premium for a long-term disability insurance policy. Payment of the premium shall be made in twenty-four (24) equal installments. All teachers shall participate in the District long-term disability insurance coverage.

The District agrees to provide a policy that has a maximum monthly benefit to \$3,890 and, has a cost-of-living adjustment built into the disability monthly payment for teachers should they become disabled.

The Long-Term Disability insurance policy shall be changed only by mutual agreement of the District and the Union.

**Section 4. Term Life Insurance:** The District shall pay the premium for a \$50,000 basic life and AD&D insurance policy for eligible teachers. In addition, the participating teachers shall be entitled to an option to purchase an additional \$50,000 life insurance coverage at their own expense and/or \$5,000 term life coverage on their spouses and dependents. Modifications to insurance coverage are subject to approval of the carrier.

**Section 5. Dental Insurance:** The District shall contribute up to up to \$39.00 per month in “Year One” and up to \$40.00 per month in “Year Two” toward the cost of dental insurance, whether for single or family coverage, for eligible teachers. The cost of the premium not contributed by the District shall be borne by the teacher through payroll deduction.

**Section 6. Eligible Teachers:** The parties agree that teachers as defined in “ARTICLE IX, Section 6.” or “Section 7.,” having a one (1)-year, probationary, or continuing contract and teaching 1,020 or more hours per year shall be eligible for group insurance benefits as provided in this article.

**Section 7. Claims Against the District:** The parties agree that any description of insurance benefits contained in this article is intended to describe generally the type of benefits which the District agrees to purchase, and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Master Agreement, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

**Section 8. Duration of Insurance Contribution:** A teacher is eligible for monthly District contributions as provided in this article as long as the teacher is employed by the District. Upon termination of employment, all District participation and contributions shall cease, on the last working day, except that a teacher who has completed a full year (duty days) shall be covered through August 31 of that year.

**Section 9. Coverage for new Teachers:** New teachers shall be provided such coverage as they are entitled to under this article effective the first day of the month following their date of employment.

**Section 10. Insurance Committee:** The District shall form an insurance committee, the composition of which shall include representation of the Union which shall study the specifications of group insurances and make recommendations to the District for selection.

## **ARTICLE XII ASSIGNMENT AND TRANSFER**

**Section 1. Consistent with Licensure:** Teacher assignments will be based on licensure requirements.

**Section 2. Assignment and Transfer:** The voluntary and involuntary assignment and transfer of teachers will be made by the District in accordance with District policy. Efforts will be made by the District to accommodate requests for voluntary transfers prior to involuntary placements. Upon written request the District will provide to the affected teacher(s), in writing, the specific reasons for involuntary re-assignment or transfer. The letter of explanation will not be placed into the teacher's personnel file.

**Section 3. Application:** In order for the District to give full consideration to teacher assignment requests, teachers are urged to request transfer for the upcoming school year in writing on the District-provided form to the "Human Resources Office" and the respective building principals involved with the request prior to February 14.

**Section 4. Notification of Opening:** Notification of all openings within the District will be posted on the District web site. Positions must be posted before the time that they are released to any agency. Teachers will receive a weekly email listing openings.

**Section 5. Notification of Assignment:** Assignment and transfer will ordinarily be made prior to the beginning of a new school year. Teachers shall be notified as early as practicable after March 20 of a change in teaching assignment that differs from the one assigned during the current school year.

**Section 6. Right to Interview:** Teachers with five (5) or more years of experience in the District who apply for a posted teaching position for which they are licensed shall be granted an interview. If the applying teacher is not offered the job, he or she may request an explanation, either in person or in writing, of the reasons the job was not offered.

## **ARTICLE XIII LEAVES OF ABSENCE**

## **Section 1. Sick Leave:**

- Subd. 1. All eligible teachers shall earn sick leave at the rate of fourteen and one-half (14.5) days per school year. The hours of each sick leave day earned will be equal to the teacher's usual hours of daily assignment.
- Subd. 2. Unused sick leave days may accumulate to a maximum credit of 186 days of sick leave per teacher.
- Subd. 3. Sick leave pay shall be allowed by the District whenever a teacher's illness or disability prevents his/her attendance at school and performance of duties on that day(s) or to attend to a dependent child who is ill.
- Subd. 4. The District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised during the course of the illness or disability.
- Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.
- Subd. 6. Sick leave pay shall be approved only upon submission of an electronic leave request.
- Subd. 7. An accumulated sick leave statement shall be included with each paycheck.

## **Section 2. Bereavement Leave:**

- Subd. 1. Teachers shall be granted up to five (5) days of bereavement leave, the days to be deducted from sick leave, for deaths a teacher chooses to attend or to facilitate the grieving process.
- Subd. 2. The District may elect to grant additional days in consultation with the teacher and his/her supervisor.

## **Section 3. Leave:**

- Subd. 1. The School Board, in its discretion, may grant leave beyond these provisions in which case a physician's written statement may be required.

Intent: The District shall adhere to both the Family Medical Leave Act (FMLA) and the Minnesota State Parental Leave Act (SPLA) for instances of leave including; family/dependent illness, personal illness, children care leave, adoption, pregnancy, military leave, and any other leave and provisions under FMLA and SPLA. Any paid leave will run concurrent to FMLA or SPLA leave. The District will not restrict the use of accrued sick leave or personal leave while connected to a FMLA or SPLA leave.

- Subd. 2. Family/Dependent Leave: Teachers that request time off to attend to a family member or dependent may do so for up to three (3) days (deducted from sick leave). The District may require FMLA certification for leaves over three (3) consecutive days. The employee may exhaust sick leave, personal leave under this section. Unpaid leave may be elected after sick leave is exhausted. Certification may be requested for periodic FMLA leave by the District.

Subd. 3. Jury Duty: Any teacher involuntarily called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the District for that purpose and for those days the teacher is required to be in court. The teacher shall receive all pay and other benefits that would have accrued had he/she been teaching during the period of absence for jury duty, less all per diem allowances and any other compensation received for such duty.

#### **Section 4. Personal Leave:**

Subd. 1. A teacher may be granted personal leave; of no more than four (4) days per year, non-accumulative, to be deducted from sick leave.

Subd. 2. Notification of leave under this section must be made, in writing, to the immediate supervisor at least three (3) days in advance whenever possible, on District “Leave Request Pre-approval Form.”

Subd. 3. The use of personal leave is subject to the following limitations:

1. Teachers who have been employed in the District as teachers for more than five (5) years may request up to forty (40) consecutive hours of personal leave. Such request must be made in writing prior to September 15th of the year for which the request is made. Subject to the other provisions of this subdivision, such a request shall be granted based on seniority in the District. Teachers may use this exception once every seven (7) years.
2. Teachers shall not normally be granted leave during the first nine (9) or last nine (9) calendar days of the school year.
3. No more than eight percent (8%) of the teaching staff at any building may be absent under this personal leave provision on any given day. Percentages shall be rounded up to the nearest whole number except that each building shall be allowed one (1) absence on any given day.

#### **Section 5. Sabbatical Leave:**

Subd. 1. The teachers in each building shall elect one (1) of the building teachers to the “Sabbatical Leave Committee” (Committee). These members shall be elected in the fall each year in an election established by the District, and their names shall be submitted to the Superintendent by January 1. The Superintendent shall be a permanent member of the Committee. All other members of the Committee shall be limited to not more than two (2) consecutive years of service.

Subd. 2. Applications for such leave shall be submitted in writing to the Committee no later than February 1 of the year previous to the year for which the request is made. Applications must be resubmitted each year. The final decision as to sabbatical leave rests with the School Board. The Committee will make recommendations to the School Board, and applicants will receive written notification of approval or rejection on or before May 1.

Subd. 3. Sabbatical leave shall be for professional study such as course work, research, or other forms of enrichment. Other forms of professional enrichment must be related to present or future professional responsibilities in the District or related areas that can be anticipated to improve the teaching service to the District.

Subd. 4. A teacher must have at least seven (7) years of employment as a teacher in the District before he/she may apply for the leave.

Subd. 5. The granting of such leave shall be limited to two (2) teachers in the school year in which the request is made.

Subd. 6. The teacher on sabbatical leave shall receive fifty percent (50%) of the teacher's salary and fringe benefits for the year of leave.

Subd. 7. A teacher who is granted sabbatical leave must return to a position commensurate with the position that he/she vacated and must complete two (2) full years of service to the District following the termination of the leave. A teacher who has received a sabbatical leave and fails to complete two (2) years of service with the District for any reason other than placement on unrequested leave of absence or incapacity to teach shall refund monies received from the District for sabbatical leave, and such money shall be due and payable to the District forthwith upon the cessation of employment in the District.

Subd. 8. The teacher shall receive full credit as a year of teaching experience as if he/she taught in the District for that year and, upon return, will advance to the next step on the salary schedule.

### **Section 6. General Leave:**

Subd. 1. Teachers may apply for an unpaid or paid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the discretion of the School Board.

Subd. 2. A long-term (greater than five (5) years) general leave for continuing contract teachers may be granted by the School Board for overseas teaching, Peace Corps, Vista, National Teacher Corps, civic activities, education, travel appropriate to the teaching assignment of the applicant, public office, or other reasons deemed appropriate by the School Board.

Subd. 3. Short-term leave may be granted by the District, without loss of pay or benefits, for civic activities, professional service, educational workshops or other activities as approved by the District.

Subd. 4. Teachers who have been granted leave under this section are required to: a) confirm the return date, or b) notify the District of any change(s) in situation or plans which would necessitate further School Board action (i.e., resignation or a written request for an extended leave of absence) by February 1.

**Section 7. Insurance Application:** A teacher on unpaid leave under the provisions of this article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions but, unless otherwise provided in this Master Agreement, shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. The teacher on leave is responsible to make arrangements with the "District Office" to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment except as required by law or by other provisions of this Agreement.

In addition, a teacher on paid and/or unpaid leave under the provisions of "Section 3."above shall be entitled to continuation of District contributions for health insurance benefits during the period of the leave but not exceeding twelve (12) weeks of accumulative absence per year.

**Section 8. Accrued Benefits:** A teacher on unpaid leave under the provisions of this article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a teacher is on leave under this section.

**Section 9. Seniority:** For purposes of seniority standing, a teacher on leave, pursuant to this article, shall continue to accrue seniority during such leaves of absence.

**Section 10. Sick Leave Buy-Back:** A teacher, having a one (1)-year, probationary or continuing contract and who does not use any sick leave or limits use of sick leave during the school year may request and receive payment as follows:

If no more than six (6) days of sick leave are used during the school year, one (1) day (as defined in ARTICLE VIII, Section 5., Subd. 14) for every four (4) days not used may be surrendered for payment.

All sick leave that is turned in for pay shall be deducted from accumulated sick leave; e.g., pursuant to the above, if four (4) days of sick leave are turned in for one (1) day's pay, four (4) days will be deducted from accumulated sick leave.

Request for payment by the teacher shall be made in writing to the District no later than May 15. Payment shall be made no later than the last pay date in June. Changes in sick leave usage after May 15 may result in a modification of the buy-back amount. The District will provide notification of the deadline by May 1 of each year.

The provisions of this section do not apply to teachers hired after ratification of this Master Agreement.

**Section 11. Eligibility:** The parties agree that only teachers as defined in "ARTICLE IX, Sections 6." or "7." and regularly employed twenty (20) hours or more per week shall be entitled to leave benefits except as limited in this article.

**Section 12. Additional Leave:** The School Board, in its discretion, may grant leave beyond these provisions.

**Section 13.** For the employee who is absent from work as a result of a compensable injury:

1. Up to three days (including the day of the injury if employee leaves work). Employee may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.
2. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.
3. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical time lost.

**Section 14. Teacher Absence Due to Assault:** A teacher's absence due to injury as a result of assault related to the position of employment by a student or non-student shall not be charged against the teacher's sick leave. To be considered an assault for this section there must be an assault with a law enforcement case number assigned.

## ARTICLE XIV UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT



**Section 1. Purpose:** The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

**Section 2. Definitions:**

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

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

Subd. 2. “Subject Matter Category” shall mean such categories as are determined by the Minnesota Professional Educator Licensing and Standards Board for licensing purposes.

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

**Section 3. ULA:**

Subd. 1. Terms: The School Board may place on ULA without pay or fringe benefits such 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 shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board. A teacher placed on ULA shall have the right to recall for five (5) years from the date of the teacher’s last working day.

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

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the subject matter employed with the following exception: 1) No teacher who has acquired continuing contract rights shall be placed on ULA while a Tier 1-licensed, Tier 2 licensed, or probationary teacher is retained in a subject matter category for which the teacher who has acquired continuing contract rights is licensed. ECFE teachers are excluded from continuing contract rights and will have a separate seniority list for the purpose of layoff.

Subd. 4. Notwithstanding the provisions of this article, the District may retain a junior teacher as an exception to the seniority provisions of this article on the basis of programmatic needs. In order to make an exception to the seniority provisions in this article, the burden is on the District to demonstrate that the operation of the seniority system would have an adverse effect upon the educational program due to lack of particular or unique skills on the part of the senior teacher for a particular position requiring particular skills, qualifications, and experience.

The District shall notify the teacher affected, with a copy to the Union, of any determination to make such exceptions to the seniority provisions of this article by April 1 of the year in which the proposed ULA action will occur. Upon appeal of such decision by any teacher who, as a result of such action, would be placed on ULA, and without said

exception would not be so affected, the District shall meet with the appealing teacher within seven (7) calendar days to consider the appeal of such matter. At such meeting, the District shall present its evidence in support of the exception. The decision of the District shall be rendered in writing to the appealing teacher within ten (10) calendar days after the meeting. If the appealing teacher is not satisfied with the decision of the District, the matter may be submitted immediately to arbitration, provided a request for arbitration is made within seven (7) calendar days after receipt of the District's decision. The parties agree that they will engage an arbitrator to rule on the District's determination within twenty (20) calendar days after selection of the arbitrator. The arbitration process shall be consistent with the provisions of the arbitration clause of the grievance procedure, except the full cost of the arbitrator's fees and expenses, if any, shall be borne by the District.

Subd. 5. In the event of a staff reduction affecting teachers whose first date of employment commenced on the same date, and who have equal seniority, the selection of the teacher for purposes of discontinuance shall be at the discretion of the School Board based upon criteria to be applied in the following order:

1. date of receipt of the individual teaching contract signed by teacher;
2. teaching experience within the District;
3. total teaching experience;
4. performance of teacher;
5. training of teacher.

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

Subd. 7. A teacher on ULA serving in a substitute position pursuant to M.S.122A.44 shall not acquire any additional seniority as a result of the substitute service, nor shall such teacher's five (5) year period on ULA be extended as a result of substitute service.

#### **Section 4. Reinstatement:**

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

Subd. 2. Notices: When placed on ULA, a teacher shall file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the "District Human Resources Office". Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be the responsible to provide for forwarding of mail or for any address change.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have ten (10) calendar days from the date of such notice to provide written notice to the District Human Resources Office" to accept or decline the employment and an additional twenty-one (21) calendar days to report for duty. Failure of a full-time or part-time teacher to provide



written notice of acceptance of equivalent time reemployment or to report under the provisions outlined in writing, within such ten (10)-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 or employment rights.

**Subd. 4. Reinstatement Rights:** Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced and no further rights to reinstatement shall exist.

**Subd. 5.** A teacher's right to reinstatement shall also terminate if the teacher fails to file with the District by February 1 of each year a written statement requesting reinstatement.

**Section 5. Hearing Process:** A teacher's sole remedy for alleging a violation of this article shall be a hearing before an independent hearing officer selected by the Union and the hearing officer shall, after a hearing, make a decision that is binding upon the parties regarding the proposed ULA, and, therefore, any alleged violation of this article shall not be subject to the grievance procedure of this Master Agreement. The parties shall share equally fees and expenses of the hearing officer and process. The alleged violation of this article must be submitted in writing to the director of human resources within fourteen (14) calendar days of notice proposing placement on unrequested leave of absence.

**Section 6. Filing of Licenses:** In any year in which a reduction of teaching staff is occurring and the District is placing teachers on ULA, only those licenses actually received by the Superintendent's office for filing as of February 15 of such year shall be considered for purposes of determining layoff within areas of licensure for the following school year. A license filed after February 15 shall be considered for purposes of recall but not to the current reduction. The School District shall publish a seniority list no later than February 25 each year. This list shall be posted in a prominent location in each building. A copy also will be provided to the Union.

## **ARTICLE XV MATCHING BENEFIT**

**Section 1. Participation:** Teachers who qualify for the District match in "Section 2." below and who participate in the "District-approved Deferred Compensation Plan" (Plan), or teachers who do not qualify for the District match in "Section 2." below and who participate with a District-allowed 403(b) provider shall be eligible for up to \$2,000 per year under the following condition: for each hour of accumulated sick leave in excess of 320 hours, the teacher may elect to receive \$20.40 per hour up to 95 hours. Teachers who elect to turn in 96 hours of accumulated sick leave in excess of 320 hours shall receive \$2,000.

**Section 2. District Match:** Teachers with at least three (3) years of experience in the District who qualify for and participate in a state-approved compensation plan only as defined in "Section 1." above and who qualify under one of the eligibility criteria listed below shall receive a dollar-for-dollar District-matching contribution of up to \$2,000 per year to a maximum total of \$22,000 during the teacher's service in the District.

Eligibility Criteria:

1. Born on or after July 1, 1954.
2. Born before July 1, 1954, beginning continuous service in the district after June 2003.

**Section 3. Beyond District Match:** Teachers meeting the maximum total in "Section 2." above shall be able to elect to apply accumulated sick leave at the hourly rate in "Section 1." above, not to exceed the

amount of sick leave earned for the current school year in Article XIII, Section 1, Subd. 1 and not used, to a District-allowed 403(b) provider.

**Section 4. Request For Payment:** Written request for payment to a Plan must be received by the District by May 15 each year. Additional sick leave usage after the May 15 deadline will result in modification of the benefit as per the eligibility requirements set forth in this article and “ARTICLE XIII.” The district will provide notification of the deadline by May 1 of each year. Payment shall be made no later than October 5<sup>th</sup> of the following fiscal year.

**Section 5. Sick Leave Payout Upon Retirement:** In addition to the benefits provided in “Sections 1.” and “2.” of this article a teacher with at least twelve (12) years of continuous service in the District and who qualifies for retirement under the terms of the Teachers Retirement Association (TRA) shall be eligible to receive as severance pay upon his/her retirement the amount obtained by multiplying fifty percent (50%) of his/her unused number of sick leave hours times the teacher’s hourly rate of pay. One-half of that amount shall be paid to a District-approved special deferral plan or 403(b) account designated by the teacher no later than November 15 following retirement. The other one-half of that amount shall be paid to the teacher’s “Health Care Savings Plan” (HCSP) account no later than November 15 following retirement. The District must receive all required paperwork for this provision no later than November 1 to receive payment no later than November 15.

**Section 6. Insurance Option:** A teacher who retires pursuant to this article shall be eligible to continue participation in the District group medical/hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her retirement. The teacher is responsible to make arrangements with the District Business Office to pay the District the monthly premium amounts in advance and on such date as determined by the District. Such participation and corresponding premiums are subject to the insurance carrier contract currently in effect.

**Section 7. HCSP Payment:** A teacher hired after July 1, 2020 is not eligible for this section. A teacher who retires under the terms of “ARTICLES XV” and who meets the qualifications of “Section 5.” above shall receive a one-time payment of \$5,000 to the teacher’s HCSP account. To be eligible for the payment, the teacher must provide a written resignation by January 1 of his/her final year of teaching with retirement taking effect at the end of the school year. Any teacher granted an extended leave of absence in which the District makes TRA payments for the teacher will not be eligible for this payment. The District shall have the discretion to waive these timelines in cases of extenuating circumstances.

**Section 8. Benefit in Case of Death of Teacher:** If a teacher who is eligible and participating under “Section 2.” of this article dies before all or a portion of the payments as provided in “Section 2.” of this article have been disbursed, the balance due shall be paid to a named beneficiary or, lacking same, to the deceased’s estate.

## **ARTICLE XVI PROFESSIONAL DEVELOPMENT**

### **Section 1. Professional Development:**

**Subd. 1. District Professional Development Time.** Of the 186 teacher duty days provided in “ARTICLE VII, Section 1.,” an additional sixteen (16) hours of professional development time shall be scheduled by the District. A plan for the District’s sixteen (16) hours of professional development time shall be developed by the “District Leadership Team”, for

the following school year, no later than May 1 of each year. The “District Leadership Team” may amend the District plan after that date, provided that any change in dates for professional development activities allows affected teachers choices in selection of dates for participation. All professional development time that is mandated by the District or by another agency or funding source shall be included within these sixteen (16) hours.

Subd. 2. Professional Development Activities. For the purpose of this Article, professional development activities must:

1. Focus on the school classroom and research-based strategies that improve student learning;
2. Provide opportunities for teachers to practice and improve their instructional skills over time;
3. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
4. Enhance teacher content knowledge and instructional skills;
5. Align with state and local academic standards;
6. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and
7. Align with the plan of the District for an alternative teacher professional pay system.

Staff development activities may include curriculum development and curriculum training programs, and activities that provide teachers and other members of site-based teams training to enhance team performance. The school district also may implement other staff development activities required by law and activities associated with professional teacher compensation models. Activities may be district-, building-, or team-sponsored, provided by an outside agency, or individually designed.

Subd. 3. Excluded Activities. Independent tasks not associated with enhancing the teacher’s knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as professional development time. Professional development shall not include work for which the teacher will be paid from another source; work for which the teacher may expect to profit financially; or District-approved credit which will apply toward salary schedule lane changes.

Subd. 4. Site Committees. Each site will have a site professional and curriculum development committee. The site committee will be made up of all peer leaders at the site and others representing non-teaching staff, parents, and administrator so that the majority of each committee will be teachers. An Academy district coordinator and a curriculum facilitator will serve as non-voting members of each site committee. Each site committee will have an elected teacher chair. The site committee is charged with the responsibility to carry out planning, evaluating, reporting, and budgeting for all professional and curriculum development activities at the site. Necessary budgetary support for site professional and curriculum development activities should be allocated within site budgets. The site professional development committee must demonstrate to the school board the extent to which staff at the site has met the outcomes of the district professional development program. The board may withhold a portion of initial allocation of professional development revenue if the professional development outcomes are not being met.

Subd. 5. Site Committees. For the purposes of this article and for planning, evaluating, budgeting, and reporting, the following will be considered sites: “Early Childhood Family Center”

(ECFC), “Cedar Creek Elementary School” (CCES), “East Bethel Elementary School” (EBES), “St. Francis Elementary School” (SFES), “St. Francis High School” SFHS, “St. Francis Middle School” (SFMS), “St. Francis Learning Center” (SFLC), and “Special Services”. “Special Services” elected peer leaders who represent teams having a majority housed in a single building will serve as a voting member of the Site Committee at that building.

Subd. 6. Failure to Complete Hours. Any teacher failing to complete an approved individual plan by the end of September will have a pre-intervention meeting with the peer leader and building administrator to resolve problems or issues with completing the individual plan. If the building administrator and peer leader determine that the intervention has resolved the issues, no record of the intervention will be made. If the building administrator determines that the initial intervention has not been successful, the teacher will be directed to work with a Teacher Academy Coordinator to help facilitate the Individual Plan proposal. If the teacher continues to refuse to implement and carry out a plan for their 32 hours of professional development, Human Resources Director, may deduct all or a portion of the 32 hours of sick time or all or a portion of 30 hours of pay for not completing the required individual professional development.

Subd. 7. District Professional Development Committee. The District Professional Development Committee shall be made up of the elected teacher chairs of each site committee and others so that a majority of the committee will be teachers. The district committee shall annually elect a chair.

Subd. 8. Professional Development Presentations. For professional development presentations approved by School District administration a teacher shall be compensated \$100 for preparation time per hour of presentation. Only one preparation time compensation will be paid for a presentation that is presented multiple times in a day or period of time that does not require the presentation to be reviewed or updated.

**Section 2. St. Francis Teacher Academy.** “Policy 543” governing the “St. Francis Teacher Academy” will be subject to review and modification only during the process of negotiating subsequent teacher Master Agreements or by recommendation of the District Committee (identified in the policy) to the School Board. The budget for the “Teacher Academy” shall be one-half of 1% of the basic revenue of the District, as defined by Minnesota Statute 126C.10, for each year of this Master Agreement.

The teachers on the District Committee represent the teachers of the District and have an obligation to seek input and approval of the members of the Union as part of the process of recommending changes to the policy.

## ARTICLE XVII MISCELLANEOUS

**Section 1. Cancellation of Sick Leave:** Upon termination of a teacher’s employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically canceled, except as otherwise provided in this Master Agreement.

**Section 2. Salary Deductions:** Teachers absent without paid leave under these provisions during the school year shall have their salary reduced by the daily rate of the annual salary as defined in “ARTICLE VIII, Section 5., Subd. 14.”

**Section 3. Physical Exams:** Payment for any required pre-employment medical examination, service, or certification shall be negotiated between the Union and District.

**Section 4. Mileage:** Authorized and approved travel will generate reimbursement at the rate per mile established by the District when a District vehicle is not available and a teacher provides a vehicle.

**Section 5. Teacher Discipline:**

Subd. 1. Any disciplinary action taken against a teacher shall be for just cause.

Subd. 2. In the event that the District intends to discipline a teacher, the affected teacher will be provided the opportunity to participate in an informal conference at which a Union representative may be present for the purpose of identifying the issues and providing opportunity for the teacher to respond.

Subd. 3. A progressive discipline resource shall be made available to all interested teachers through the District website.

**Section 6. Grievances:** Grievances shall be governed by “Attachment F.”

**Section 7. Retroactivity:** Except as otherwise provided, all provisions of this Master Agreement, including the salary schedule, extracurricular rates, and hourly rates, shall be effective July 1, 2021. Any increase in benefits under this Master Agreement over the previous year shall not apply to any teacher whose employment with the District was terminated prior to execution of this Master Agreement.

**Section 8. Peer Review:** Peer review in the District will be governed by the “Student Performance Improvement Program” as outlined in the attached memorandum of understanding.

**Section 9: Other Teachers/Licensed Staff:** A qualified teacher assigned to the “District Early Childhood/Family Education Program” or to the “District Adult Basic Education Program” or a qualified licensed school nurse assigned to the “District Health Services Program” will have terms and conditions of employment as set forth in this Master Agreement except no rights as defined, referenced, and/or applied relative to M.S. 122A.40 and 122A.15 shall apply.

**Section 10: Retention of License(s):** Teachers shall be required to maintain the license(s) for the area(s) of instruction for which they were hired for a period of ten (10) years. Teachers who accept a voluntary transfer to a position requiring different licensure shall not be required to maintain the license for the area for which they were initially hired.

**Section 11. Sections of the Master Agreement Not Applicable:** Tier 2 teachers shall not be eligible for the following provisions of the Master Agreement, which apply only to Tier 3 and Tier 4 licensed teachers:

ARTICLE XIV Unrequested Leave of Absence (ULA) and Seniority  
ARTICLE XVII, Section 5, Subd. 1  
ATTACHMENT H Individual Teaching Contract

**ARTICLE XVIII  
DURATION**

**Section 1. Term and Reopening Negotiations:** This Master Agreement shall remain in full force and effect for a period commencing the first of the month following execution through June 30, 2023 and thereafter pursuant to the PELRA. If either party desires to modify or amend this Master Agreement commencing on July 1, 2021, it shall give written notice of such intent to the other party no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations prior to January 1, 2023.

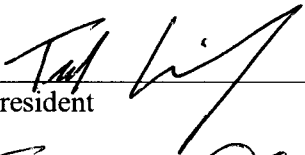
**Section 2. Effect:** This Master Agreement constitutes the full and complete Master Agreement between the District and the Union. The provisions in this Master Agreement related to terms and conditions of employment supersede any and all prior Master Agreements, resolutions, practices, and District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

**Section 3. Finality:** Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Master Agreement term, whether or not referred to in this Master Agreement, shall not be open for negotiations during the term of this Master Agreement, except as provided herein or by mutual agreement of both parties.

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

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

For the Union  
St. Francis, Minnesota 55070

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

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

4/11/2022  
\_\_\_\_\_  
Date

For the District  
St. Francis, Minnesota 55070

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk

4/11/2022  
\_\_\_\_\_  
Date



Wages and salaries shall be governed by the “Student Performance Improvement Program” as outlined in the attached memo of understanding unless funding under the State of Minnesota Alternative Teacher Professional Pay System is withdrawn.

In the event funding under the State of Minnesota Alternative Teacher Professional Pay System is withdrawn teachers shall be placed at their commensurate salary level on Attachment A.

<b>Salary Schedule 2021-2022</b>				
Teacher Level	BA	MA Salary	Goals/ Reviews	Duty Days
T1	\$40,894	\$42,599		186
T2	\$47,712	\$49,984	3 (Partially Engaged or above)	186
T3	\$54,746	\$57,934	6 (Partially Engaged or above)	186
CAREER 1		\$62,479	9 (Minimum of 7 goals at Fully Engaged)	186
CAREER 2		\$67,023	12 (Minimum of 10 goals at Fully Engaged)	186
CAREER 3		\$74,788	15 (Minimum of 13 goals at Fully Engaged)	186
CAREER 4		\$81,454	18 (Minimum of 16 goals at Fully Engaged)	186

Wages and salaries shall be governed by the “Student Performance Improvement Program” as outlined in the attached memo of understanding unless funding under the State of Minnesota Alternative Teacher Professional Pay System is withdrawn.

In the event funding under the State of Minnesota Alternative Teacher Professional Pay System is withdrawn teachers shall be placed at their commensurate salary level on Attachment A.

<b>Salary Schedule 2022-2023</b>				
Teacher Level	BA	MA Salary	Goals/ Reviews	Duty Days
T1	\$42,000	\$44,000		186
T2	\$48,666	\$50,983	3 (Partially Engaged or above)	186
T3	\$55,841	\$59,093	6 (Partially Engaged or above)	186
CAREER 1		\$63,728	9 (Minimum of 7 goals at Fully Engaged)	186
CAREER 2		\$68,363	12 (Minimum of 10 goals at Fully Engaged)	186
CAREER 3		\$76,284	15 (Minimum of 13 goals at Fully Engaged)	186
CAREER 4		\$83,083	18 (Minimum of 15 goals at Fully Engaged)	186



**St. Francis Federation of Teachers  
Schedule C Extracurricular Schedule  
2021-2023**

<b>ATHLETIC COACHING</b>						
<b>Category</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane 4</b>	<b>Lane 5</b>	
Note: The Activities Director, in consultation with the Principal and HR Director may place candidate in lane appropriate to their education and experience	NOT a regular employee of ISD 15	NOT a regular employee of ISD 15	<b>REGULAR</b> employee of ISD 15 <b>OR HAS</b> A MN Tchr License	<b>REGULAR</b> employee of ISD 15 or has A MN Tchr License <b>AND</b> coaching minor, coaching license, or MSHSL Coaching Certificate <b>AND</b> five (5) years of completed experience in Schedule C	<b>REGULAR</b> employee of ISD 15 or has A MN Tchr License <b>AND</b> coaching minor, coaching license, or MSHSL Coaching Certificate <b>AND</b> TEN (10) years of completed experience in Schedule C	
	NO MN Tchr License	NO MN Tchr License		<b>Not a regular employee of ISD 15 but HAS</b> a MN Tchr License coaching minor, coaching license, MSHSL Coaching Certificate <b>AND</b> five (5) years of completed experience in Schedule C	<b>Not a regular employee of ISD 15 but HAS</b> a MN Tchr License coaching minor, coaching license, MSHSL Coaching Certificate <b>AND</b> TEN (10) years of completed experience in Schedule C	
	NO Coaching Lic <b>NOR</b> MSHSL Coaching Certificate	<b>HAS</b> Coaching Lic <b>OR</b> MSHSL Coaching Certificate	<b>DOES NOT HAVE</b> coaching minor, coaching license, or MSHSL Coaching Certificate	<b>Not a regular employee of ISD 15 but HAS</b> a MN Tchr License coaching minor, coaching license, MSHSL Coaching Certificate <b>AND</b> five (5) years of completed experience in Schedule C	<b>Not a regular employee of ISD 15 but HAS</b> a MN Tchr License coaching minor, coaching license, MSHSL Coaching Certificate <b>AND</b> TEN (10) years of completed experience in Schedule C	
B	<b>Head Coach:</b> Basketball, Football, Hockey, Wrestling	\$4,664	\$5,247	\$5,830	\$6,414	\$6,996
C	<b>Head Coach:</b> Dance, Gymnastics, Track, Baseball, Soccer, Softball, Volleyball	\$3,731	\$4,198	\$4,664	\$5,131	\$5,597
D	<b>Head Coach:</b> Cross Country, Golf, Tennis <b>Asst Coach:</b> Basketball, Football, Hockey, Wrestling	\$3,591	\$4,040	\$4,489	\$4,939	\$5,387
F	<b>Assistant Activities Director-SFHS</b>	\$3,265	\$3,673	\$4,081	\$4,490	\$4,897
G	<b>JV/Asst Coach:</b> Soccer <b>B Squad:</b> Football <b>9<sup>th</sup> Grade:</b> Basketball, Football, Wrestling	\$3,032	\$3,411	\$3,790	\$4,169	\$4,547
H	<b>Asst Coach:</b> Dance, Gymnastics, Track	\$2,798	\$3,148	\$3,498	\$3,848	\$4,198
I	<b>Asst Coach:</b> Baseball, Soccer, Softball, Volleyball	\$2,658	\$2,991	\$3,323	\$3,656	\$3,988
J	<b>Asst Coach:</b> Cross Country, Golf, Tennis	\$2,565	\$2,886	\$3,207	\$3,528	\$3,848
K	<b>9<sup>th</sup> Gr. Coach:</b> Baseball, Softball, Volleyball, Soccer	\$2,425	\$2,728	\$3,032	\$3,335	\$3,638
		\$1,586	\$1,784	\$1,982	\$2,181	\$2,379
M	<b>7<sup>th</sup>/8<sup>th</sup> Gr. Head Coach:</b> Soccer, Track, Volleyball, Wrestling	\$1,539	\$1,732	\$1,924	\$2,117	\$2,309
N	<b>Athletic Director Aide</b>	\$1,959	\$2,204	\$2,449	\$2,694	\$2,938
		\$1,446	\$1,627	\$1,807	\$1,988	\$2,169
P	<b>7<sup>th</sup>/8<sup>th</sup> Gr Asst Coach:</b> Soccer, Track, Volleyball, Wrestling	\$1,399	\$1,574	\$1,749	\$1,924	\$2,099
The salaries above reflect compensation for the duties and positions listed. This does not mean that any such duty or position will, in fact, be available during the term of the Agreement.						

**St. Francis Federation of Teachers  
Schedule C Extracurricular Schedule  
2021-2023**

<b>Other Athletic Event Salaries</b>	<b>Rate</b>
Basketball Announcer-Varsity Game Only	\$40
Basketball Clock/Book Operator (2 games)	\$55
Basketball- Clock/Book (1 game)	\$35
Basketball Extra Clock Operator (1 game)	\$35
Chaperone-as determined by Activities Director	\$50
Football Announcer- Varsity	\$50
Football Scoreboard/Clock	\$70
Football Computer/Scoreboard Operator	\$50
Football Site Supervisor (Non-Activities Director)	\$100
Football Site Supervisor Asst (Non-Activities Director)	\$75
Football Spotter- Varsity	\$30
Other (BB, VB, Soccer, Wrestling, Gymnastics) Site Supervisor (Non-Activities Director)	\$65
Soccer Announcer	\$35
Soccer Clock Operator/Computer Scoreboard	\$35
Site Supervisor (Non-Activities Director)-Weekend	\$100
Site Supervisor (Non-Activities Director)-Weekday	\$65
Ticket Manager	\$16/hr
Ticket Seller	\$16/hr
Volleyball Announcer-Scorekeeper-2 games	\$55
Volleyball Libero-Substitute Tracker-2 games	\$55
Volleyball Line Judges-Varsity Game Only	\$25
Wrestling Announcer V/JV	\$50
Wrestling Book V/JV	\$50

Wrestling Clock Operator V/JV	\$50
Gymnastics Scorer/Announcer	\$50
Hockey Site Supervisor (Non-Activities Director)	\$50
Hockey Announcer V/JV	\$50
Hockey Scoreboard/Clock V/JV	\$50
Hockey Penalty Box V/JV	\$40
Other specific duties as determined by Activities Director	TBD

**Schedule D Extracurricular Schedule  
2021-2023**

<b>EDUCATIONAL ACTIVITIES</b>						
<b>Category</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane 4</b>	<b>Lane 5</b>	
Note: The Activities Director, in consultation with the Principal and HR Director may place candidate in lane appropriate to their education and experience	<ul style="list-style-type: none"> <li>• NOT a regular employee of ISD 15</li> <li>• NOT a MN Tchr License</li> </ul>	<ul style="list-style-type: none"> <li>• NOT a regular employee of ISD 15</li> <li>• HAS a MN Tchr License</li> </ul>	<ul style="list-style-type: none"> <li>• REGULAR employee of ISD 15</li> </ul>	<ul style="list-style-type: none"> <li>• REGULAR employee of ISD 15 AND</li> <li>• Five years of Schedule D Experience in ISD 15</li> </ul>	<ul style="list-style-type: none"> <li>• REGULAR employee of ISD 15 AND</li> <li>• Ten years of Schedule D Experience in ISD 15</li> </ul>	
AA	<b>Educational Activities Coor; PAC Director</b>	\$3,964	\$4,460	\$4,956	\$5,452	\$5,947
BB	<b>Head Coach:</b> Speech, Debate, <b>Head:</b> Vocal, Band	\$3,265	\$3,673	\$4,081	\$4,490	\$4,897
CC	<b>Advisor:</b> Broadcast Media, DECA/BPA, Newspaper, Yearbook <b>Head Advisor:</b> Robotics	\$2,798	\$3,148	\$3,498	\$3,848	\$4,198
DD	<b>Director:</b> Summer Marching Band <b>Head Coach:</b> Knowledge Bowl	\$2,658	\$2,991	\$3,323	\$3,656	\$3,988
EE	<b>Asst Coach:</b> Debate	\$2,239	\$2,519	\$2,798	\$3,079	\$3,358
FF	<b>Director:</b> Play, Musical, 1 Act	\$2,192	\$2,466	\$2,740	\$3,015	\$3,288
GG	<b>Assistants:</b> Band, Speech, Summer Marching Band, Vocal, Robotics Drumline (Fall, Winter) <b>Advisor:</b> Student Council, Yearbook-SFMS	\$2,099	\$2,361	\$2,624	\$2,886	\$3,148
HH	<b>Advisor:</b> Student Council-SFMS Summer Flag Line, Summer Drumline	\$1,632	\$1,836	\$2,041	\$2,245	\$2,449
II	<b>Activities:</b> School Store <b>Manager:</b> Concessions <b>Asst. Coach:</b> Show Choir <b>Advisor:</b> FFA, Skills USA, NHS <b>Director:</b> IMC	\$1,259	\$1,417	\$1,574	\$1,732	\$1,889
JJ	<b>Advisor:</b> Art Activities, Knowledge Bowl-SFMS <b>Director:</b> Musical Vocal Director, Musical Band <b>Assistant Director:</b> Play; Musical	\$1,166	\$1,312	\$1,458	\$1,604	\$1,749
KK	<b>Head Advisor:</b> Jr Class, <b>Music Dept Duties:</b> Jazz Band AM, Jazz Band PM, Rehearsal Pianist Musical, Jazz Band-SFMS <b>Drama Duties:</b> Play and Musical- <ul style="list-style-type: none"> <li>• Set Construction</li> <li>• Set Design</li> <li>• Lighting and Sound</li> </ul> <b>Elementary Duties:</b> Safety Patrol Advisor, Talent Show Coordinator, Yearbook Advisor <b>Assistant:</b> 1 Act	\$840	\$944	\$1,049	\$1,155	\$1,259
LL	<b>Director:</b> Fall Marching Band <b>Assistant:</b> Knowledge Bowl-SFMS	\$793	\$892	\$991	\$1,090	\$1,189
MM	<b>Advisor:</b> Art Activities-SFMS, Arts Publication, Senior Class <b>Choreographer:</b> Musical, <b>Costumer:</b> Play, One-Act & Musical <b>School Store-SFMS</b>	\$606	\$682	\$758	\$834	\$909
NN	Recognition of Excellence	\$280	\$315	\$350	\$385	\$420

The salaries above reflect compensation for the duties and positions listed. This does not mean that any such duty or position will, in fact, be available during the term of the Agreement.

**St. Francis Federation of Teachers  
Schedule D Extracurricular Schedule  
2021-2023**

<b>OTHER EXTRA ASSIGNMENTS</b>		
<b>Title</b>	<b>Description</b>	<b>Rate of Pay Year One and Two</b>
Activities-Elementary / Middle School  (Based on 40 hours)	<ul style="list-style-type: none"> <li>• Drama</li> <li>• History Day</li> <li>• Newspaper</li> <li>• Science Fair</li> <li>• Spelling Bee</li> </ul>	\$1,053
Assessment, Curriculum, and Teacher Committee (ACT)	Teacher-Members will be paid.	Up to 24 hours at individual's basic salary
Birth to Age 3 Extended School Year	For educational programs in which they act as a licensed teacher outside of regular school year	Basic hourly rate
Curriculum Writing		\$21.22/hr
Detention	(Per 60 minutes)	\$19.16/hr
Double Class	(Per 60 minutes)	\$18.99/hr
Drivers Training	(Per 60 minutes)	\$23.68/hr
Homebound/Homebased	(Per 60 minutes)	\$23.93/hr
Music Pay	HIGH SCHOOL BAND DIRECTOR: for school-sponsored athletic events. MIDDLE SCHOOL MUSIC INSTRUCTORS: for school-sponsored concerts.	\$64-Home Events  \$76-Away Events
On-Call Supervision	Overnight	\$10.61/hr
Site Management Council		\$21.22/hr
Special Education Due Process Facilitation	At any site that does not have a regularly assigned Due Process Facilitator and where a special education teacher with a full-time teaching assignment is given that responsibility, such teacher shall be paid for their extended employment.  At sites where the number of days of extended pay assigned to due process facilitators varies from the base, responsibilities will vary accordingly.	80 hours at individual's basic hourly rate.
Substitutes/Duty During Preparation Time	Per 60 minutes	\$35.58
Summer School/Extended School Year/ Extended Day Pay	For educational programs in which they act as a licensed teacher outside of regular school day or year	BA-\$27.00/hr MA-\$38.66/hr
Summer School-Community Education	Programming which exceeds 30 hours is subject to review by a committee of the Superintendent, EdMN-St. Francis Rep, and Director of Community Education to determine application of salary provisions.	Same as above
Weight Training	Per 60 minutes	\$21.22/hr

Wellness Committee Chair	For coordinating work of the Wellness Committee	\$605
The salaries above reflect compensation for the duties and positions listed. This does not mean that any such duty or position will, in fact, be available during the term of the Agreement.		

## GRIEVANCE PROCEDURE

**Section 1. Grievance Definition:** A “grievance” shall mean an allegation, in writing, by a teacher or the Union resulting in a dispute or disagreement as to the interpretation or application of specific terms and conditions contained in this Master Agreement.

**Section 2. Representative:** The grievant(s), administrator(s), or District 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 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 week days not designated as holiday by state law.

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by procedures in this attachment, 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.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document required by this attachment shall be timely if it bears a postmark of the United States mail within the time period.

**Subd. 5. By-Passing Level I:** Upon mutual agreement of the parties, a grievance may be initiated and considered at Level II.

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District’s designee, setting forth the facts and the specific provision(s) of the Master Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such periods shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the grievant(s) and the District’s designee.

**Section 5. Adjustment of Grievance:** The District and the grievant(s) shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance. This step is “Level I” of the grievance procedure.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) 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 ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the



parties involved. This step is “Level II” of the grievance procedure.

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 (10) 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 twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report the findings and recommendations to the School Board. The School Board shall then render its decision. This step is “Level III” of the grievance procedure.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision and shall proceed to a hearing pursuant to “Section 5., Subd. 3” above.

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

**Section 8. Arbitration Procedures:** In the event that the teacher and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this attachment:

Subd. 1. Intent: An intent to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such notice must be filed in the office of the Superintendent within ten (10) 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 (10) days after the notice to arbitrate, attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request a list of arbitrators from the Bureau of Mediation Services (BMS) pursuant to M.S. 179A.16, Subd 4., provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. The failure to request such an arbitrator from the BMS within the time periods provided in this attachment shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

1. The appealing party shall, at least ten (10) days prior to the hearing, forward to the arbitrator, with a copy to the District, the written documents related to the grievance which shall include the following:
  - a. the issues involved,
  - b. statement of the facts,

- c. position of the grievant,
  - d. the written documents relating to “Section 5” above.
2. The District may make a similar submission of information relating to the grievance either before or at the time of the hearing, with a copy to the grievant and the Union.

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. 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: Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by applicable law.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party’s representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, 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 requesting a copy of the transcript shall bear the expense.

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

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

**Section 10. Form:** A form to be used for filing of a grievance shall be provided by the District (“Attachment G”). Such form shall be readily accessible in all buildings.

GRIEVANCE REPORT FORM
Independent School District 15
St. Francis, Minnesota

TO: \_\_\_\_\_
(Supervisor)

Grievance
Level: I II III
(Circle one)

\_\_\_\_\_  
(Building)

Date Grievance Occurred: \_\_\_\_\_

Building Where Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Master Agreement Allegedly Violated:

Particular Relief Sought:

Date: \* \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Position(s) or Title(s)

Copies to: Superintendent
Principal
Union

\*See "Attachment F, Section 3.," for definitions and interpretations of time and days.

**INDIVIDUAL TEACHER CONTRACT**  
**Independent School District 15**  
**St. Francis, Minnesota**

The School Board of Independent School District 15 of the State of Minnesota, St. Francis, Minnesota, enters into this Contract, pursuant to M.S.122A.40, as amended, with \_\_\_\_\_, a legally qualified licensed teacher who agrees to teach in the public schools of said District as \_\_\_\_\_ for the school year \_\_\_\_\_.

The following provisions shall apply and are a part of this Contract:

1. Basic Services: Said teacher shall faithfully perform the services prescribed by the School Board or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
  
2. Duration: This Contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this Contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S.122A.40.
  
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school If the School Board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
  
- . Additional Services: The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6. of this Contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
  
5. Reference: This Contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
  
6. Special Provisions: In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

In consideration thereof, the School Board agrees to pay said teacher the following annual salary:

\$ \_\_\_\_\_ For basic services

\$ \_\_\_\_\_ For additional services as set forth in paragraph 6.

\$ \_\_\_\_\_ Total salary, exclusive of fringe benefits. Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board regulation. This Contract shall be

effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS WHEREOF, we have subscribed our signatures

\_\_\_\_\_

Teacher

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

School Board Chair

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

School Board Clerk

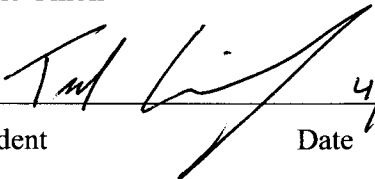
Dated this \_\_\_\_\_ day of \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
MASTER SCHEDULE CHANGE ADVISORY COMMITTEE**

Prior to any significant change to the Master Schedule, the District shall convene a committee of the stakeholders to discuss possible changes. The membership of the committee will consist of four (4) District appointed representatives and three (3) Union appointed representatives.

This memorandum shall remain in effect until a successor Master Agreement is ratified for the 2023-2025 period;

For the Union

      4/11/22  
President                                          Date

For the District

      4-11-22  
School Board Chairperson                          Date

      4-11-22  
School Board Clerk                                          Date

**MEMORANDUM OF UNDERSTANDING**  
**Assessment Curriculum and Teaching Committee (ACT)**

For the school year, the District and Education Minnesota St. Francis agree that their mutual intent is that the District be in compliance with Minnesota law with regard to implementation of the Minnesota state standards. The common purpose and commitment is that teachers and administrators provide the best instructional practices for the learners in each of the schools and classrooms of the District. All teachers are expected to endeavor to modify their teaching practices to meet the requirements of the Minnesota state standards. District administrators and District office personnel will provide support and assistance to teachers so that these expectations can be fulfilled. The parties do not intend to set performance standards related to the implementation of the Minnesota state standards by which teachers will be measured and judged, or to establish minimal teacher performance standards to be met as a condition of continuing employment with the District.

The School Board will continue the currently existing ACT as formed as of September 1, 1999. The mission of the ACT is to support teachers in providing the highest level of instruction for students. To carry out its mission, the committee is empowered to:

1. coordinate and disseminate information;
2. provide recommendations to the School Board related to necessary policies and procedures in the areas of curriculum and instruction to be adopted by the School Board;
3. coordinate District-wide planning regarding teaching practices in the District;
4. respond to teachers needs related to curriculum, instruction, and standards;
5. Receive recommendations from the Curriculum and Instruction Advisory Committee and other organized groups within the District as part of establishing its recommendations to the Board in #2 above.
6. establish operating procedures for the committee and subcommittees as deemed necessary.

The ACT is expected to maintain continuous, ongoing communication with the District's teachers through peer leaders about issues related to curriculum, instruction and standards. The ACT is chaired by the director of curriculum and instruction with an elected teacher as the assistant chair to serve as the chair in the absence of the director of curriculum and instruction.

The goal of the ACT is to provide the most effective curriculum and instruction for all students in the District, particularly noting the need for District-wide implementation of curriculum.

Upon ratification of this Master Agreement, each Site Committee will appoint one (1) voting member teacher to the ACT, using the following process:

The chair of the Site Committee and the site principal or program supervisor will meet to discuss teachers assigned to the site who could best represent curriculum needs throughout the District. The recommendation will be taken to the Site Committee for approval with the Site Committee voting if more than one (1) candidate is recommended.

The ACT facilitator(s) will serve as non-voting members of the ACT. The Superintendent will appoint other voting members of the ACT so teachers represent a majority on the ACT.

This memorandum shall remain in effect until a successor Master Agreement is ratified for the 2023-2025 period;



For the Union

Tad Long 4-11-22  
President Date

For the District

Arny Kelly 4-11-22  
School Board Chairperson Date

Mike Starn 4-11-22  
School Board Clerk Date

**MEMORANDUM OF UNDERSTANDING**  
**Student Performance Improvement Program**

**Article I**  
**Student Performance Improvement Program**

**Section 1. Student Performance Improvement Plan.** Each teacher shall complete an annual Plan. Of the one hundred eighty six (186) duty days provided in the Master Agreement, thirty (30) hours, which accounts for one-half-hour, duty-free lunch for each eight (8) hours, shall be reserved for professional development activities by each teacher related to the Plan as directed by the “Performance Review Team” (Team).

**Section 2. Newly hired teachers:**

Subd. 1. All teachers hired for the 2005-2006 school year and thereafter shall be placed in the “Student Performance Improvement Program” (Program).

Subd. 2. Teachers who are hired with previous teaching experience will be placed at an annual review level no higher than “Career 1” in the Program. The School Board, at its discretion, may exceed placement at “Career 1”.

**Section 3. Performance Review:**

Subd. 1. For teachers whose annual performance review reflects an overall rating of less than “Fully Engaged,” the Team shall identify specific areas for improvement within the performance review area. Such teachers shall be given opportunity to continue working to improve performance to reach the “Fully Engaged” level starting in the year immediately following the initial review for a period of up to three (3) years.

Subd. 2. In the event a teacher wishes to appeal the Team determination of the annual performance review overall rating of less than “Fully Engaged”, the appeal must be filed with the “Program Coordinator” within fifteen (15) days of the conclusion of the final Team meeting. The appeal shall be heard by one (1) appointee of the Superintendent and one (1) appointee of the President of Education Minnesota St. Francis. The response of the appeal from the District and the Union will be complete within thirty (30) days of the conclusion of the final Team meeting. The decision by the two (2) appointees will be final. In the instance when the two (2) appointees cannot agree, the original decision shall stand.

Subd. 3. In the event that a peer leader and a specialist assigned to any Team agree that the rating provided by the assigned administrator varies substantially from teacher performance, they may file a written report with the Superintendent specifying their disagreement with the administrator’s decision. If, after a three (3)-year period, should the Superintendent continue to receive such reports from different peer leaders and specialists, the Superintendent shall remove the administrator from the performance review process and replace that administrator for the balance of that school year or until the Superintendent has determined remediation has resolved the problem.

In the event that a principal assigned to any Team has concerns about the input provided by the assigned peer leader and/or specialist, the principal may file a written report with the “Program Coordinator,” specifying his or her concerns. If, after a three (3)-year period, should the “Program Coordinator” continue to receive such reports from administrators, the

“Program Coordinator” shall remove the peer leader or specialist from the performance review process and replace that peer leader or specialist for the balance of the school year or until the “Program Coordinator” has determined remediation has resolved the problem.

Subd. 4. All performance reviews and demonstrations of improved student performance shall be exclusively limited to value-added assessments and analysis. For the purposes of this memorandum, value-added assessments and analysis shall apply to any assessment or analysis that compares the same student or group of students on performance measures from the beginning to the end of an instructional period.

Subd. 5. The process outlined under this section of this memorandum shall not be subject to the grievance procedure as provided in “Attachment F.”

#### **Section 4. Performance Review Team (PRT):**

Subd. 1. The PRT shall be made up of the individual teacher, the teacher’s assigned peer leader, a specialist assigned by the “Program Coordinator,” and the District-assigned administrator. At the discretion of the “Program Coordinator,” additional members may be assigned to any teacher’s PRT to provide for additional, meaningful support for the teacher.

Subd. 2. The PRT is responsible to set the individual teacher’s Plan, approve adjustments as necessary, support instructional improvement, complete three (3) formal observations (using the approved district “Formal Observation Worksheet”), review performance, and approve a professional development plan for the following year.

Subd. 3. At the conclusion of the school year, each teacher shall be afforded the opportunity to present an individual plan proposal to the PRT for the following year. The individual plan proposal will be presented using the Teacher Academy form, which includes the individual goal and a proposal for thirty (30) hours of professional development (as provided in “Article I, Section 1.” of this memorandum). The PRT may approve, amend, or deny such an individual plan proposal.

Proposing such an individual plan is at the discretion of the teacher. Except for the thirty-two (32) hours of professional development time, the District has no obligation to pay any costs associated with the completion of such an individual plan, including but not limited to travel, lodging, meals, and registration.

Subd. 4. Using District-wide adopted performance reviews, the District-assigned administrator shall make the final determination of performance.

**Section 5. Movement Through the Program:** Movement from “T1” through “Career 4” is sequential. Any teacher at the “T3” level or above may apply for any available “Career Ladder position. Exceptions for a teacher below the “T3” level may be approved by the “Joint Standing Committee”. Teachers will only be able to move one (1) salary level during each Master Agreement period (outside of “Career Ladder Positions”).

Subd. 1. Teachers shall advance from T1 to T2 and from T2 to T3 by completion of three (3) annual performance reviews in which the teacher is rated “Fully Engaged” or above.

Subd. 2. Mentor Teacher. Teachers may apply for mentor training once they have met the qualifications, receive a recommendation from their building administrator, or receive a waiver of qualifications from the “Joint Standing Committee”.

Effective July 1, 2016 teachers already receiving and remaining eligible for the mentor stipend of \$1,087 will continue to retain this stipend only until the teacher moves a level on the “SIP Salary Schedule” at which time the stipend will change to \$700 and active mentors will be paid an annual stipend according to the following chart. Teachers completing mentor training on July 1, 2016 or later shall enter the mentor teacher pool and receive an annual stipend of \$700. Active mentor status is established when a teacher is actively mentoring another teacher as established by the Joint Standing Committee. Active mentors will be paid an annual stipend according to the following chart:

One-to-One Mentor	Initiative Mentor	Career Ladder Mentor
Year One Teacher/Tier 1: \$700 annually Year Two Teacher/Tier 1: \$400 annually Year Three Teacher/Tier 1: \$200 annually Year Four Teacher who has satisfactorily completed years 1-3 and has been offered a continuing contract: \$100 annually Year Four Teacher who has completed formal mentor training and has not been offered a continuing contract due to administrative concerns: \$400 annually Year Four and thereafter Tier 1: \$100 annually	\$400 per year of initiative	\$200 annually

In the event a trained mentor is recommended for removal by the teacher’s administrator or program supervisor, removal can only occur after following the procedures outlined in the mentor job description. In the event a teacher wishes to appeal the determination of the teacher’s administrator or program supervisor, the appeal must be filed with the “Program Coordinator” within thirty (30) days of the removal. The response to the appeal will be completed within thirty (30) days after the appeal is filed. This appeal must follow the process outlined in “Article I, Section 3., Subd. 2.”

If a mentor refuses to mentor they will be removed from the mentor pool for a period of three (3) years at which point a teacher may reapply to be a mentor. The application requires a supporting statement from the teacher’s administrator or program supervisor. The teacher will repeat the three (3) days of mentor training and the training stipend will not be paid for said training.

Subd. 3. Qualification for master’s degree payment requires completion of a District-approved master’s degree or equivalent. District approval will be based on current practice under “ARTICLE IX, Section 3.” of the Master Agreement.

Subd. 4. Career Advancements. A teacher with a master’s degree may make one (1) career advancement when he/she has completed nine (9) annual performance reviews (not including the mentor performance review) with at least six (6) overall ratings of “Fully

Engaged.” Such teacher will qualify for a second career advancement when he/she has completed twelve (12) annual performance reviews (not including the mentor performance review) with at least nine (9) overall ratings of “Fully Engaged”. Such teacher will qualify for a third career advancement when he/she has completed fifteen (15) annual performance reviews (not including the mentor performance review) with at least twelve (12) overall ratings of “Fully Engaged.” Such teacher will qualify for a fourth career advancement when he/she has completed eighteen (18) annual performance reviews (not including the mentor performance review) with at least fifteen (15) overall ratings of “Fully Engaged.”

Subd. 5. Career Ladder in Teacher Leadership (Career Ladder 1 through 4). Any teacher who has completed six (6) annual performance reviews with at least four (4) overall ratings of “Fully Engaged” and has completed mentor training shall be eligible to apply for an extended responsibility position. Such teacher shall be entitled to the designated base salary and additional compensation for such extended responsibilities. A request for a waiver of one or more requirements may be approved by the “Joint Standing Committee”.

Subd. 6. A career ladder position may be modified to reduce the teacher’s career ladder responsibility and extended responsibility stipend accordingly. In such case, the teacher’s base salary will not be reduced.

Subd. 7. Part-time teachers will advance through the performance review process in the same manner and at the same rate as full-time teachers. Salaries will be pro-rated based on hours worked.

Subd. 8. “Career 4” Career Incentive. Any “Career 4” teacher who has completed a minimum of twenty (20) annual reviews at least sixteen (16) of which are at the “Fully Engaged” level and who completes an annual performance review with an overall rating of “Fully Engaged” will receive an incentive payment as provided on the “SPIP Salary Schedule.” Such teacher receiving an overall rating of “Partially Engaged” shall have one (1) school year to implement the changes recommended by the PRT. At the request of the teacher, the PRT shall reconvene to determine if the teacher has met the established level. “Career 4” teachers must have their final performance review team meeting concluded by May 31<sup>st</sup>. Payment for the “Career 4” teacher incentive will be included by the last check in June.

Subd. 9. Career Incentive. Any teacher eligible for Article I, Section 5, Subd. 8. shall not be eligible for this subdivision. Any teacher who has completed a minimum of twenty (20) annual reviews at least sixteen (16) of which are at the “Fully Engaged” level and who completes an annual performance review with an overall rating of “Fully Engaged” will receive an incentive payment as provided on the “SPIP Salary Schedule.” Such teacher receiving an overall rating of “Partially Engaged” shall have one (1) school year to implement the changes recommended by the PRT. At the request of the teacher, the PRT shall reconvene to determine if the teacher has met the established level. Teachers must have their final performance review team meeting concluded by May 31<sup>st</sup>. Payment for the Career Incentive will be included by the last check in June.

Subd. 10. BA 45 and BA 60 Career Incentive:

The following are the criteria for teachers to be eligible for a (1/2) “Career 4 Incentive:”

1. a teacher born before July 1, 1959;
- 2a. teacher at “BA45” or “BA60” level at the beginning of the 2009-2010 school year and will transition to the “SPIP Salary schedule”.

2b. a teacher who has transitioned to the Program and is locked at a step (no Masters).

Eligible teachers must:

- complete an annual performance review with an overall rating of “Fully Engaged”;
- complete thirty (30) hours of professional development as outlined in the “Teacher Academy Handbook”.

A teacher receiving an overall rating of “Partially Engaged” shall have one (1) school year to implement the changes recommended by the PRT. At the request of the teacher, the PRT shall reconvene to determine if the teacher has reached the “Fully Engaged” level. “Career Incentive” teachers must have their final PRT meeting concluded by May 31st. Payment for the teacher incentive will be included in the last check in June.

Subd. 11. The training level of the teacher as of September 1 will be the basis of pay for the beginning of the school year, and the training level as of February 1 shall be the basis of pay effective with the first payroll in March. Applications for salary adjustment due to a change in the training level of a teacher shall be made to the human resources office by the submission of a transcript prior to October 15 or March 15 of each year. If a transcript is not available by October 15 or March 15, other satisfactory evidence of the completion of a course will be recognized pending receipt of the official transcript. However, salary adjustment shall not be made until the official transcript is received.

Subd. 12. Teachers eligible for the “Career 3” level that have acquired fifteen (15) quarter graduate credits subsequent to the earning of a Masters degree shall advance to “Career Level 4”. To qualify, credits must be germane, as determined by the Superintendent or designee, to the teacher’s current or future teaching assignment and must be approved by the Superintendent or designee in writing prior to registration. All credits must be approved in advance of enrollment.

Graduate credits subsequent to the earning of a Masters degree acquired prior to July 1, 2016 shall be reviewed for approval by the Superintendent or designee for qualification.

## **Section 6. Teacher Intervention System:**

Subd. 1. The purpose of the “Intervention System” is to provide immediate support in any area of teaching and learning in which a teacher finds him or herself struggling.

Subd. 2. Intervention begins when any PRT member requests a pre-intervention meeting to discuss issues related to the challenges faced by the teacher. If the teacher requests the intervention, no permanent record of the intervention will be made, nor will the written information generated through the intervention become part of a later supervisory intervention.

Subd. 3. If the pre-intervention meeting does not resolve the issues, the PRT will design and implement an intervention. If the PRT determines that the intervention has resolved the issues, no record of the intervention will be made. If the PRT determines that the intervention has not been successful, the administrator will suspend the intervention and refer the issues to the “Director of Human Resources” for supervisory intervention. Teachers who serve as mentors, peer leaders, or specialists may be assigned by the District to participate in a supervisory intervention.



## Article II Program Administration

### **Section 1. Joint Standing Committee (JSC):**

Subd. 1. The “Joint Standing Committee” shall be made up of eight (8) voting members, four (4) appointed by the District to include at least one (1) building-level administrator and four (4) teachers appointed by Education Minnesota St. Francis to include two (2) members who hold elected Union positions, one (1) representative of non-traditional teachers (social workers, school psychologists, licensed school nurses, guidance and career counselors, etc.), and one (1) representative of classroom teachers.

Subd. 2. The “Student Performance Improvement Initiative Coordinator” shall act as the non- voting chair of the committee.

Subd. 3. Meetings shall be scheduled as necessary by the chair. Members shall be paid a stipend of \$50 per meeting.

Subd. 4. The committee shall have authority to implement this memorandum of understanding, the District’s application to the State of Minnesota for funding under the “Alternative Teacher Professional Pay System,” and relevant sections of the final report of the “Alternative Compensation Joint Standing Committee” (March 2005). The “Joint Standing Committee,” further, shall recommend to the School Board:

- a. job descriptions and procedures for selection of all positions identified in this memorandum, including the coordinator, peer leaders, specialists, and others;
- b. performance reviews;
- c. criteria distinguishing the proficient level teaching from the established level;
- d. annual leadership training for District administrators and teacher leaders;
- e. a system for ongoing program evaluation.

Subd. 5. The “Joint Standing Committee” shall have authority to oversee all expenditure of “Alternative Teacher Professional Pay System” categorical funds. No such categorical funds may be budgeted or expended without this committee’s approval. The “Joint Standing Committee” shall be responsible for all required reports to the State of Minnesota for such categorical funds.

Subd. 6. The “Joint Standing Committee” shall have no authority over general contract administration, hiring practices, decisions regarding granting of continuing contract status, or supervisory discipline or dismissal.

**Section 2. Career Ladder Study.** The “Joint Standing Committee” will complete a study of the career ladder positions as needed. The “Joint Standing Committee” will examine the appropriateness of the current levels, stipends, responsibilities, and District needs for teacher leadership. Any changes from the structure in this memo of understanding will be cost-neutral and will be submitted to the School Board and the Executive Council of Education Minnesota St. Francis for their approval.

**Section 3.** The Teacher Academy coordinators shall be supervised by the director of curriculum and instruction and will be housed within the curriculum department.

## Article III Miscellaneous



## **Section 1. Health Care Savings Plan:**

**Subd. 1. The Retirement Insurance Fund.** A teacher hired after July 1, 2020 is not eligible for this subdivision. Beginning with the 2007-2009 school year, an annual fund of \$375,000 shall be established to provide health care for teachers who retire under the rules of the Teachers Retirement Association and have taught fifteen (15) or more years in the District, as full-time teachers as defined in “ARTICLE IX, Section 7.” . The fund shall provide a one (1)-time payment to retiring teachers of an amount equal to \$1,000 for each year of teaching service to the District up to a maximum individual payment of \$25,000. The fund shall provide such contribution for up to the amount of “The Retirement Insurance Fund” balance annually. Any funds not used shall be rolled into the fund for the following year, allowing for additional teachers to participate in succeeding years.

**Subd. 2. Eligibility.** Teachers shall be eligible for this payment based on seniority using the teacher’s age as of July 1 of each school year plus the number of years of teaching service in Minnesota public schools. Ties shall be broken first by the number of years of teaching service in the District, second by age, and third by lot.

**Subd. 3. Application.** Teachers who wish to apply for such payment must notify the District by November 15 of their intent to retire at the end of that school year. The District shall have fifteen (15) calendar days to notify applying teachers of the district’s acceptance or rejection. Teachers whose application is accepted shall have fifteen (15) calendar days to provide a letter of retirement, effective at the end of that school year.

**Subd. 4. Payment.** Payment of the amount specified in “Subd. 1.” above shall be made to the District-approved health care savings plan in the teacher’s name no later than November 15 following the teacher’s retirement.

**Subd. 5. District Discretion.** The School Board, in its discretion, may consider granting payment beyond the limitations of these provisions.

**Subd. 6.** A teacher hired on or before July 1, 2020 is not eligible for this subdivision. Beginning with the first year of employment, contributions to eligible, active teachers will be made to the School District sponsored "Health Care Savings Plan," on behalf of eligible teachers in June of each year. The annual contribution amount shall be \$1,250 and the total contribution on behalf of an eligible teacher shall not exceed \$30,000. Teachers who retire under the rules of the Teachers Retirement Association and have taught fifteen (15) or more years in the District, as full-time teachers as defined in “ARTICLE IX, Section 7.” will be considered fully vested and have access to the HRA account balance. If separation of service occurs prior to retiring, any School District contributions will remain with the School District to offset current and future District liabilities. At the time of accessibility to vested HRA funds, reimbursements of eligible expenses will be governed by the plan document and in accordance with current IRS rules and regulations.

## **Section 2. Application of Specific Provisions of the Master Agreement:**

**Subd. 1. Basic Compensation.** “ARTICLE IX, Sections 1.” and “3,” shall not apply to teachers working under terms of the Program. Such teachers shall have their basic compensation determined by the provisions of this memorandum.

Subd. 2. Effective Date of Performance Increases. “ARTICLE IX, Section 3., Subd. 5,” shall not apply to teachers working under terms of the Program. Such teachers shall be eligible for performance increases at the beginning of each school year only.

Subd. 3. Professional Development. “ARTICLE XVI, Section 1., Subdivisions 2.” and “4,” shall not apply to teachers working under terms of the Program. Such teachers shall have their hours of professional development governed by the terms of this memorandum.

Subd. 4. Peer Review. “ARTICLE XVII, Section 8.,” shall not apply to teachers working under terms of the Program. Such teachers shall have peer review governed by the terms of this memorandum.

Subd. 5. Teacher Academy Budget. The “Joint Standing Committee” shall assume oversight of funds in “ARTICLE XVI, Section 2.” for professional development purposes.

Subd. 6. Leave Payout Upon Retirement. All teachers who retire under terms of “Section 1.” above shall have all payments under “ARTICLE XV, Section 4.,” made to a District-approved special deferral plan or 403 (b) no later than November 15 following retirement.

#### **Article IV Duration**

This memorandum shall remain in effect until one (1) of the following:

1. a successor Master Agreement is ratified for the 2021-2023 period;
2. funding under the State of Minnesota Alternative Teacher Professional Pay System is withdrawn; necessary modifications of ARTICLES I, II may go into effect for the 2021-2023 contract period if ratified by both parties. Adjustments in compensation for the Program shall be negotiated for the 2021-2023 period.

**Student Performance Improvement Program<sup>1</sup>  
2021-2022**

Teacher Level	BA	BA Mentor	Total BA Salary	MA Salary	MA Mentor	Total MA Salary	Goals/ Reviews	Duty Days
<b>EMERGING TEACHER</b>								
T1	\$ 40,894	Only JSC approved \$1,000	\$40,894	\$42,599	Only JSC approved \$1,000	\$ 42,000		186
T2	\$ 47,712	Only JSC approved \$1,000	\$47,712	\$49,984	Only JSC approved \$1,000	\$ 49,984	3 (Partially Engaged or above)	186
T3	\$ 54,746	\$1,087*	\$55,833	\$57,934	\$1,087*/700*	\$59,021/ \$ 58,634	6 (Partially Engaged or above)	186 (3 add'l when mentoring)

\* Mentor teacher has a minimum of six (6) years of teaching experience and successfully completes District Teacher Academy Mentor Training. Joint Standing Committee (JSC) may approve teachers with less experience if a need in specialized areas exists.

**2021-2022 PROFESSIONAL TEACHER**

**To move to the following levels, teachers must have a Master's or have prior approval from the Joint Standing Committee for exceptions.**

Career Ladder Level**	CAREER LADDER Reviews/Goals		Teachers without Leadership Roles	TEACHER Reviews/Goals	Masters Base Salary	Mentor Stipend	Total Salary	Duty Days
<b>LEADER 1</b>	<b>6</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 1</b>	<b>9</b> (Minimum of 6 goals at Fully Engaged)	\$62,479	\$1,087/ \$700	\$63,566/ \$63,179	186 (3 add'l when mentoring)
<b>LEADER 2</b>	<b>9</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 2</b>	<b>12</b> (Minimum 9 goals at Fully Engaged)	\$67,023	\$1,087/ \$700	\$68,110/ \$67,723	186 (3 add'l when mentoring)
<b>LEADER 3</b>	<b>12</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 3</b>	<b>15</b> (Minimum of 12 goals at Fully Engaged)	\$74,788	\$1,087/ \$700	\$75,875/ \$75,488	186 (3 add'l when mentoring)
<b>LEADER 4</b>	<b>15</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 4***</b>	<b>18</b> (Minimum of 15 goals at Fully Engaged)	\$81,454	\$700	\$82,154	186 (3 add'l when mentoring)

\*\* Teachers hired at the following “Career Ladder Positions” will be placed at one (1) level above their current salary level. They must continue to fulfill their obligations of professional development and receive their reviews/goals from their Teams. They will continue to work through the “Career Ladder Salary Schedule” until they have reached eighteen (18) goals at which time they will move to “Career 4”. If, at anytime, the teacher does not fulfill his/her obligation of obtaining additional reviews/goals OR he/she chooses to resign his/her position, he/she will move to the “Teacher level” commensurate with the teacher’s currently earned reviews/goals. Teachers hired prior to the 2021-2023 Master Agreement will be paid at the level they were hired at in the previous Master Agreement for the entirety of their specific term.

\*\*\* “Career 4 Career Incentive” criteria is per “Article I, Section 5, Subd. 8” at a rate of \$2,420.

<sup>1</sup>“Career Incentive” criteria is per “Article I, Section 5, Subd. 9” at a rate of \$1,682. \*\*\*\* Mentor pay is pursuant to “Article I, Section 5, Subd. 2”

**Student Performance Improvement Program<sup>1</sup>  
2022-2023**

Teacher Level	BA Salary	BA Mentor	Total BA Salary	MA Salary	MA Mentor ****	Total MA Salary	Goals/ Reviews	Duty Days
<b>EMERGING TEACHER</b>								
T1	\$42,000	Only JSC approved \$700	\$42,000	\$44,000	Only JSC approved \$700	\$44,000		186
T2	\$48,666	Only JSC approved \$700	\$48,666	\$50,983	Only JSC approved \$700	\$50,983	3 (Partially Engaged or above)	186
T3	\$ 55,841	\$1,087*	\$ 56,928	\$59,093	\$1,087*/\$700*	\$60,180/ \$59,793	6 (Partially Engaged or above)	186 (3 add'l when mentoring)

\* Mentor teacher has a minimum of six (6) years of teaching experience and successfully completes District Teacher Academy Mentor Training. JSC may approve teachers with less experience if a need in specialized areas exists.

**2022-2023 PROFESSIONAL TEACHER**

**To move to the following levels, teachers must have a Master's or have prior approval from the Joint Standing Committee for exceptions.**

Career Ladder Level**	Career Ladder Reviews/Goals		Teachers without Leadership Roles	Teacher Reviews/Goals	Masters Base Salary	Mentor Stipend ****	Total Salary	Duty Days
<b>LEADER 1</b>	<b>6</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 1</b>	<b>9</b> (Minimum of 6 goals at Fully Engaged)	\$63,728	\$1,087/ \$700	\$64,815/ \$64,428	186 (3 add'l when mentoring)
<b>LEADER 2</b>	<b>9</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 2</b>	<b>12</b> (Minimum 9 goals at Fully Engaged)	\$68,363	\$1,087/ \$700	\$69,450/ \$69,063	186 (3 add'l when mentoring)
<b>LEADER 3</b>	<b>12</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 3</b>	<b>15</b> (Minimum of 12 goals at Fully Engaged)	\$76,284	\$1,087/ \$700	\$77,371/ \$76,984	186 (3 add'l when mentoring)
<b>LEADER 4</b>	<b>15</b> (Minimum of 4 goals at Fully Engaged)	Paid same as	<b>CAREER 4****</b>	<b>18</b> (Minimum of 15 goals at Fully Engaged)	\$83,083	\$700	\$83,783	186 (3 add'l when mentoring)

\*\* Teachers hired at the following “Career Ladder Positions” will be placed at one (1) level above their current salary level. They must continue to fulfill their obligations of professional development and receive their reviews/goals from their Teams. They will continue to work through the “Career Ladder Salary Schedule” until they have reached eighteen (18) goals at which time they will move to “Career 4.” If, at anytime, the teacher does not fulfill his/her obligation of obtaining additional reviews/goals OR he/she chooses to resign his/her position, he/she will move to the “Teacher level” commensurate with the teacher’s currently earned reviews/goals. Teachers hired prior to the 2021-2023 Master Agreement will be paid at the level they were hired at in the previous Master Agreement for the entirety of their specific term.

\*\*\*Incentive at “Career 4” is per “Article I, Section 5. Subd. 8” at a rate of \$2,420.

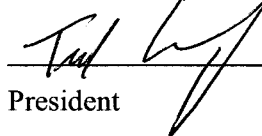
<sup>1</sup>“Career Incentive” criteria is per “Article I, Section 5, Subd. 9” at a rate of \$1,682.

\*\*\*\* Mentor pay is pursuant to “Article I, Section 5, Subd. 2”

## 2021-2023 Career Ladder Leadership Position Stipend Schedule

LEADER POSITIONS	Annual Stipend	Position Requirement	Extended Duty
Student Performance Improvement Initiative Coordinator (SPII)	\$10,500	Six (6)-Year Term Position determined by the Joint Standing Committee.	Full-time release from classroom to work on the duties assigned in the Coordinator job description
Academy Coordinator	\$10,500		Half-time release from classroom to work on the duties assigned in the SPII Coordinator job description
Specialists-Curriculum and Instruction Levels 1 and 2 Base	\$4,500	Three (3) to Six (6)-Year Term Positions determined by the Joint Standing Committee. Interview process facilitated by Academy Coordinator(s).  Release time provided as required.	Twenty-five (25) days of which up to fifteen (15) extended days may be within the school year.
Specialists-Curriculum and Instruction Level 1-Curriculum and Instruction Initiated Study Group	\$2,000		
Specialists-Curriculum and Instruction Level 2-Teach Academy Course	\$4,000		
Specialists-Teacher Academy-Base	\$4,500		
Specialists-Teacher Academy-Teach Academy Course	\$4,000		
Specialists-Teacher Academy-Teach Two Academy Courses	\$2,000		
Peer Leader	\$4,500	Three (3)-Year Term Selected on a site basis with a ratio of 1:10. Teams at each site determined by site administrator and the site peer leader team.  Release time provided as required.	Ten (10 days) of which up to five (5) extended days may be within the school year
Site Chair	\$2,500	One (1)-Year Term Selected by site peer leader team vote prior to the start of each school year. Release time provided as required.	
Mentor	\$1087/ \$700	Annual stipend following mentor three (3) day training.	Support individual staff or initiatives as assigned by Academy Coordinator
Intern 1-Teacher who has not held any career ladder position previously	\$2,000	One (1)-year term in the year prior to holding the position.	
Intern 2-Teacher who currently holds a career ladder position	\$1,000	One (1)-year term in the year prior to holding the position.	
Site Goal Individual Payment	\$73		

For the Union,

 \_\_\_\_\_  
 President Date 4-11-22

For the District

 \_\_\_\_\_  
 School Board Chairperson Date 4-11-22

 \_\_\_\_\_  
 School Board Clerk Date 4-11-22



**Independent School District No. 15, St. Francis, Minnesota**

**And**

**Education Minnesota, St. Francis Local 1977**

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and Education Minnesota, St. Francis Local 1977, (hereinafter referred to as the Union).

Whereas, the parties have agreed to a collective bargaining agreement effective July 1, 2017 through June 30, 2019; and

Whereas, the Saints Online program continues to grow and Minnesota statute specifies that a teacher providing online learning instruction must not instruct more than 40 students in any one online learning course or program; and

Whereas, the School District would prefer to avoid declining a student online enrollment request; and

Whereas, the parties have agreed on the method to recognize the event that a teacher is instructing more than 40 students for a .25 Full-time equivalent (FTE) course (pro-rated if less than .25 FTE);

Be it therefore resolved that any Saints Online teacher that is required to instruct more than 40 students (or pro-rated equivalent based on FTE course), in lieu of a preparation period, in any one online learning course shall be compensated as follows:

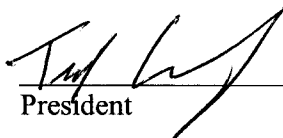
Total number of days enrolled for all students for the trimester =	_____
Divide by the total number of days in the trimester	/ _____
Result (equivalent full-time enrollments)	= _____
Minus 40 for .25 FTE course (pro-rated if less than .25 FTE)	-40= _____
Multiplied by Article X Extra Class pay per trimester \$3,926/40=	*\$98.15
Additional payment for the trimester	= \$ _____

This agreement is non precedent setting. Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

This Memo of Understanding shall remain in full force and effect until a successor Master Agreement is ratified for the 2023-2025 period.

UNION

INDEPENDENT SCHOOL DISTRICT No. 15

 \_\_\_\_\_  
 President Date 4-11-22

 \_\_\_\_\_  
 School Board Chairperson Date 4-11-22

 \_\_\_\_\_  
 School Board Clerk Date 4-11-22

**Independent School District No. 15, St. Francis, Minnesota**

**And**

**Education Minnesota, St. Francis Local 1977**

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and Education Minnesota, St. Francis Local 1977, (hereinafter referred to as the Union).

Whereas, the parties have agreed to a collective bargaining agreement effective July 1, 2017 through June 30, 2019; and

Whereas, this collective bargaining agreement defines the terms and conditions of employment for teachers including compensation; and

Whereas, the plan is for eight locations to be assigned a student intervention team (SIT) facilitator and the parties are in agreement to compensate facilitators for this role;

Be it therefore resolved that the stipend for a SIT facilitator is \$800 per year.

This agreement is non precedent setting. Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

This Memo of Understanding shall remain in full force and effect until a successor Master Agreement is ratified for the 2023-2025 period.

UNION

*Tom [Signature]*      4-11-22  
President                          Date

INDEPENDENT SCHOOL DISTRICT No. 15

*Amy Kelly*      4-11-22  
School Board Chairperson                          Date

*Mike Swan*      4-11-22  
School Board Clerk                          Date



**Independent School District No. 15, St. Francis, Minnesota**

**And**

**Education Minnesota, St. Francis Local 1977**

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and Education Minnesota, St. Francis Local 1977, (hereinafter referred to as the Union).

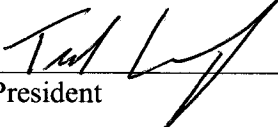
The parties agree to assign a committee comprised of three representatives appointed by the Superintendent (or designee) and three representatives appointed by the President of Education Minnesota, St. Francis to research and discuss parent teacher conferences. This committee will hold a meeting on a date no later than May 1, 2022.

The following topics will be discussed: teleconferences, video conferences, and recognition of parent contact outside normal time.

This agreement is non precedent setting. Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

This Memo of Understanding shall remain in full force and effect until a successor Master Agreement is ratified for the 2023-2025 period.

UNION

  
\_\_\_\_\_  
President                                          4-11-22  
                                                                Date

INDEPENDENT SCHOOL DISTRICT No. 15

  
\_\_\_\_\_  
School Board Chairperson                          4-11-22  
                                                                                                Date

  
\_\_\_\_\_  
School Board Clerk                                          4-11-22  
                                                                                                Date

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 15, St. Francis, Minnesota (“School District”) and Education Minnesota, St. Francis Local 1977 (“Union”), as follows:

WHEREAS, the Union, as the Exclusive Representative for teachers employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of teachers;

NOW, THEREFORE, the parties agree as follows:

1. A one-time payment of \$500 will be made to a teacher that is employed as a teacher by the School District on November 1, 2021 and remains employed by the School District as a teacher on the last duty day of the 2021-2022 school year, with no break in employment or unpaid leave of absence, of more than 15 unpaid days, in between.

This MOU shall expire on June 30, 2022.

This MOU shall not be construed to constitute a precedent or past practice.

Dated: 4/11/2022

Independent School District No. 15

By *Michael Starn*  
Its *clerk*

Dated: 4/11/2022

Education Minnesota St. Francis  
Local 1977

By *Ted King* 4-11-22  
Its *President*

**Independent School District No. 15, St. Francis, Minnesota**

**And**

**Education Minnesota, St. Francis Local 1977**

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and Education Minnesota, St. Francis Local 1977, (hereinafter referred to as the Union).

Whereas, the parties have agreed to a collective bargaining agreement effective July 1, 2019 through June 30, 2021; and

Whereas, Attachment E, Schedule D provides a Substitutes rate per 60 minutes of \$35.58;

Be it therefore resolved that the Attachment E, Schedule D, Substitutes rate per 60 minutes will be \$55.00 effective January 17, 2022 through the end of the regular 2021-2022 school year only.

This agreement is non precedent setting. Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

This agreement expires June 30, 2022.

ASSOCIATION

INDEPENDENT SCHOOL DISTRICT No. 15

  
\_\_\_\_\_  
President

1/19/22  
Date

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

1-24-22  
Date

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

Jan 24, 2022  
Date

**Independent School District No. 15, St. Francis, Minnesota**

**And**

**Education Minnesota, St. Francis Local 1977**

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and Education Minnesota, St. Francis Local 1977, (hereinafter referred to as the Union).

Whereas, the parties have agreed to a collective bargaining agreement effective July 1, 2021 through June 30, 2023; and

Whereas, Attachment E, Schedule D provides a Substitutes/Duty During Preparation Time rate per 60 minutes of \$35.58;

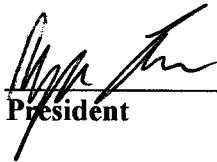
Be it therefore resolved that the Attachment E, Schedule D, Substitutes/Duty During Preparation Time rate per 60 minutes will be \$55.00 for the 2022-2023 school year.

This agreement is non precedent setting. Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

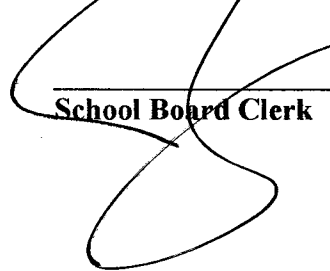
This agreement expires June 30, 2023.

ASSOCIATION

INDEPENDENT SCHOOL DISTRICT No. 15

  
\_\_\_\_\_  
President                      8/25/2022                      Date

  
\_\_\_\_\_  
School Board Chairperson                      9-12-22                      Date

  
\_\_\_\_\_  
School Board Clerk                      9/12/22                      Date



**Independent School District No. 15, St. Francis, Minnesota**

**And**

**Education Minnesota, St. Francis Local 1977**

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and Education Minnesota, St. Francis Local 1977, (hereinafter referred to as the Union).

Whereas, the parties have agreed to a collective bargaining agreement effective July 1, 2021 through June 30, 2023; and

Whereas, this collective bargaining agreement defines the terms and conditions of employment for teachers including extracurricular schedule compensation; and

Whereas, the Activities Advisory Committee recommends that an Activities Director SFMS category be added to Schedule C, Extracurricular Schedule, under category F; and

Be it therefore resolved that the Activities Director SFMS pay be established as follows:

Schedule C Extracurricular Schedule, Category F, Activities Director SFMS.

This agreement is non precedent setting. Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

This Memo of Understanding shall remain in full force and effect until a successor Master Agreement is ratified for the 2023-2025 period.

UNION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date



INDEPENDENT SCHOOL DISTRICT No. 15

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



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

