

Master Agreement

2023-2025

between

Independent School District #881
Maple Lake, Minnesota

and

Maple Lake Federation of Teachers



Effective Dates: July 1, 2023 through June 30, 2025

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**MASTER AGREEMENT
INDEPENDENT SCHOOL DISTRICT 881
MAPLE LAKE FEDERATION OF TEACHERS
2023-24 AND 2024-25**

ARTICLE I - PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 881, Maple Lake, Minnesota, hereinafter referred to as the School District, and the Maple Lake Federation of Teachers, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teacher during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the district as defined in this Agreement and in said act.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: The “terms and conditions of employment” means the hours of employment, the compensation, therefore including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees. In the case of teachers, the term does not mean educational policies of the district. The terms in both cases are subject to the provisions of M.S. 179A regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term “teacher” shall mean all persons employed by the School District in a position for which the person must be licensed or certified by the PELSB, in a position providing instruction to children, including a prekindergarten or early learning program pursuant to MN Statutes 179A.03, or are otherwise defined as teachers in MN Statutes 179A.03.

Section 3. School District: For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

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

ARTICLE IV - SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this 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 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 shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V - TEACHER RIGHTS

Section 1. Rights to Views: PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated 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 if there be one; nor shall it be construed to require any teacher to perform

labor or services against his/her will. A teacher's primary obligation is to provide the best educational opportunity for the student of District 881.

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

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in equal installments, beginning with the first pay period in September. Dues will remain in effect and will be payroll deducted until the employee leaves the District or has a change in member status. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be cancelled except during the week proceeding October 1 each year. Cancellation must be in writing, and forwarded to the payroll office and MLFT executive team within that week.

Section 4. Personnel Files: Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file. A representative of the teacher's choice may, at the request of the teacher, accompany the teacher in this review. No material may be placed therein without allowing the teacher an opportunity to file his/her response thereto, and said response shall become a part of the file. Contents of the teacher's file shall not be removed from the office. However, the school district may destroy such files as provided by law.

ARTICLE VI - BASIC SCHEDULES AND RATE OF PAY

Section 1. 2023-2025 Salary Schedules: The wages and salaries reflected in Schedule A, attached hereto, shall be effective for the **2023-2024** school year only, and the wages and salaries reflected in Schedule B, attached hereto, shall be effective for the **2024-2025** school year only. Teachers shall advance one increment on the salary schedule each year of this Agreement, unless the increment is withheld pursuant to the procedure set forth in Section 2 of this article. The sum of sixteen thousand dollars (\$16,000.00) has been allocated the first year of the contract and sixteen thousand (\$16,000.00) the second year of the contract for lane changes by staff.

Subd. 1. Career Increments: Career increments shall be established and paid to teachers within the following limits and qualifications:

1) Qualifications: Teachers must have a minimum of twenty (20) total years of teaching experience with a minimum of fifteen (15) years teaching experience in the Maple Lake School District to qualify for this salary increase.

2) Notification of District: By February 1 of the school year that a teacher first becomes eligible to apply for career increments, the District will notify the teacher of his or her right to do so. (i.e. - if a teacher is eligible to begin receiving career increments during the 2021-2023 school year, then the District would notify the teacher by February 1, 2020, four months prior to the deadline for application by the teacher.

3) Length of Participation: Teachers may participate in this career increment program in any five (5) years out of a consecutive seven (7) year span.

4) Annual Maximum: A maximum of five thousand dollars (\$5,000) per year may be earned by a teacher.

5) Total Maximum: The sum of the five (5) years in which the teacher participated in the career increment program is the maximum amount the teacher may earn over the teacher's career in Maple Lake.

6) Withdrawal from Participation: A Teacher may withdraw from participation as long as they notify the District prior to the beginning of the school year.

Section 2. Status of Salary Schedule: The salary schedule or extra-curricular schedule shall not be construed as a part of a teacher's continuing contract. A teacher's advancement is subject to the right of the School District to withhold increments for good and sufficient grounds. Any teacher not performing satisfactorily shall be so informed in writing at the time of issuance of the new contract, or prior to April 1 if negotiations have not been completed. The written statement shall list areas where improvement is needed and the teacher shall show improvement in these areas by April 1 of the following year, or the increment may be denied.

Section 3. Placement on the Salary Schedule: The following rules shall apply when determining placement of a teacher on the appropriate step or lane of the salary schedule:

Subd. 1. Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment or areas of licensure as determined by the administration and School Board.

Subd. 2. Credits to be considered for application on any lane beyond the BA salary schedule must be graduate credits and acceptable to the institution as part of the requirement for an advanced degree, unless otherwise provided in Subd. 3 of this section. Acceptable credits may be quarter hour credits or semester hour credits. For the purpose of this Section, 1 semester hour credit = 1.5 quarter hour credits.

Subd. 3. In addition to allowable college credits, teachers may earn up to a maximum of 15 credits allowable on schedule by attending workshops approved by the superintendent. Such workshop credits shall be approved in writing prior to enrollment at the workshop sessions. When approved, these workshop credits shall be granted on the basis of one credit for each 12 hours of workshop. Approval of workshop credits shall be granted whenever the following conditions are met:

- 1) Attendance at workshops shall be at times other than during the teacher's workday.
- 2) Expenses for attending the workshop shall not be borne by the school district.
- 3) The workshop shall be designed to improve the quality of teaching in the teacher's assigned field.

Note: The above conditions may be waived and credits allowed in cases where the School District requests that teachers attend workshops. In such cases, arrangements will be made by mutual written agreement between the superintendent and teacher.

Subd. 4. Individual contracts will be modified to reflect lane changes three times each year provided an official transcript, an official report card or a computer printout of qualified credits is submitted to the Superintendent's office no later than the following dates:

- October 1 retroactive back to the beginning of the school year;
- January 15 retroactive back to January 1; and
- April 1 with no retroactive date.

The document supplied to the Superintendent's office must include the employee's name, name of the college or university in which the credits were earned, dates of class attendance (including completion date), the number of graduate credits, whether they are quarter credits or semester credits, and the grade received.

Subd. 5. All credits, in order to be considered for application on the salary schedule, must be approved in writing by the superintendent prior to the taking of the course.

Subd. 6. Credits to apply beyond the BA lane must be earned after the BA degree is earned. Credits to apply to lanes beyond the MA lane must be earned after the master's degree is awarded. Coursework must be taken at an accredited college or university, except as modified by Subd. 3. Graduate level credits that do not apply to an approved Master of Science or Master of Arts degree program will permit teachers to move as far as the BA 45 Q (BA 30 S) lane.

Subd. 7. A teacher with experience in other school systems or in other fields of endeavor, will be placed on schedule as agreed upon between the teacher and the Board at the time of hiring, but will advance regularly from that point on the schedule.

Section 4. Pay Deduction: Whenever pay deductions are made for a teacher absence, the annual salary divided by the number of duty days shall be deducted for each day of absence.

Section 5. Payroll Schedule: Teachers will be paid on the 15th and 30th of every month by direct deposit, except February which will have said deposit on the 15th and last day of the month. Should the payday fall on a weekend or holiday, said deposit shall be made on the last workday preceding the weekend or holiday. Salaries for extra-curricular duties will be paid upon the completion of the assignment and related responsibilities, verified by returning the Request For Extra-Curricular Payment form with appropriate signatures; with the exception that when requested at the beginning of the

assignment, an employee may receive one half the salary amount on the payroll check nearest the middle of the season for that activity.

Section 6. Mileage and Reimbursements: All teachers using personal transportation for school travel normally reimbursable by the district will be reimbursed at a rate to be set by the board at the beginning of each year. Other allowances including meals, lodging and registration fees must be approved by the superintendent before they are encumbered. Proper written request for reimbursement must be made to the district business office before reimbursement will be made. When attendance at an activity is requested by the board, mileage, meals, lodging and registration fees will be paid by the district as permitted by law.

Section 7. Eligibility: Benefits provided in this article are for full time personnel only. Members of the “teacher” bargaining unit working less than full time will receive prorated benefits provided in this article.

ARTICLE VII - EXTRA COMPENSATION

Section 1. Extra-curricular Schedule: The wages and salaries reflected in Schedules, C and D shall be effective for the **2023-2024 and 2024-2025** school years.

Section 2. Lunchroom Supervision: If teachers are assigned High School lunchroom supervision during the teachers' duty-free lunch they will be compensated at the in-house rate of substitute teachers pay determined by the following calculations:

$$\begin{array}{r} \text{Substitute teacher daily rate} \quad 60 \\ \hline \qquad \qquad \qquad \qquad \qquad \qquad \quad \times \quad \hline \qquad \qquad \qquad \qquad \qquad \qquad \quad 5 \qquad \qquad \qquad \qquad \qquad \qquad \quad 50 \end{array}$$

Calculations will be based on actual days worked. Assignments of lunchroom supervision will be determined by the building principal from a list of interested teachers with schedule openings during this time frame. If more teachers indicate an interest than available positions, a rotating schedule will be devised.

ARTICLE VIII - GROUP INSURANCE

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

Section 2. Coverage: The School District shall contribute the following amounts toward the cost of health insurance for each teacher employed by the School District who qualifies for, and is enrolled in the program:

	<u>2023-2024</u>	<u>2024-2025</u>
Single Employee Coverage	\$ 8,500.00/year	\$ 8,500.00/year
Family Coverage	\$16,000.00/year	\$16,000.00/year

- The District will put \$2,000 of the District contribution toward health insurance into the HSA account of each eligible teacher enrolled in the employee or family HSA plan.

The district agrees to contribute 1/3 of the agreed upon HSA contribution amount on September 15th of each school year, and the remaining 2/3 of the agreed upon HSA contribution amount on January 15th. Prorated adjustments in the district contribution toward the premium will be made if an employee switches plans, resulting in over payment toward the plan.

Subd. 1. Spouse Employed By the District: When two or more teachers employed by the School District are eligible for insurance coverage under one health insurance policy offered by the School District, the District may combine their premium provisions to participate jointly under one health insurance policy. Any excess contribution can be deposited into the employee's HSA and/403B account. Written request of account choice must be submitted to the District Office.

Section 3. Long Term Disability: The cost of long-term disability insurance will be paid by the School District for each eligible teacher.

Section 4. Life Insurance: The cost of a \$50,000 term life insurance policy will be paid by the School District for each eligible teacher.

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

Section 6. Duration of Insurance Contribution: A teacher is eligible for a monthly School District contribution (September 1 through August 31) only as long as the teacher is employed by said District. Upon termination of employment, all District contributions shall cease on August 31 of each year, (except as mentioned below), but extension of employee benefits as provided in Public Law 99-272 (COBRA) and M.S. 471.61 will be followed.

Subd. 1. Retiree Health Insurance: Any teacher retired on or after July 1, 2003 who has completed fifteen (15) or more years of full-time service with the District and twenty (20) or more years of total full-time teaching service and is at least 55 years of age shall receive a health insurance premium contribution not to exceed the amount paid by the School District for the single coverage PEIP Value Plan at the time of the teacher's retirement. The dollar amount will remain constant. This contribution will continue until the teacher is eligible for Medicare. Retired teachers may select from any plan offered by the district during the annual open enrollment period. Anyone hired after September 1, 2021 would not be eligible for Article 8 Section 6 Subd. 1.

Subd. 1a. Teachers retiring under this provision, who choose to drop School District coverage and subsequently receive comparable health insurance benefits through another employer, will receive District health insurance contributions in an amount equal to the difference between the new employer's insurance contribution and the actual amount of a single health insurance premium under the new employer's policy. The District's contribution shall not exceed the amount defined in Subd. 1.

Subd. 1b. If the retiree's health insurance contributions by the new employer cease before the retiree qualifies for Medicare, the retiree shall receive health insurance contributions from the District equal to the amount defined in Subd. 1 paid directly to the retiree's insurance provider.

The difference between the amount of the premium and the District's contribution, if any, must be paid by the teacher monthly, in advance, and on such dates as determined by the District. Teachers who retire may remain in the group indefinitely until Medicare qualified if they pay their own premium or qualify under this provision for District paid premium contributions.

Section 7. Eligibility: Teachers who work less than full time, but qualify for the benefit, will receive prorated benefits as provided in this article.

ARTICLE IX - LEAVE POLICIES

Section 1. Immediate Family: Immediate family shall be defined as the teacher's spouse (or registered domestic partner), child (foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of parents)), parent (biological, adoptive or foster parent, stepparent or person who stood in loco parentis (in place of a parent) when the employee was a minor child, grandparent, grandchild, sibling, parent-in-law, son or daughter-in-law, grandparent-in-law, brother or sister-in-law, legal guardian, stepchildren, sibling's child, parent's sibling, and any person living in the household of the teacher.

Section 2. Sick Leave and Earned Sick and Safe Time (ESST):

Subd. 1. Earning: A full time teacher shall earn 12 days of sick leave each year of employment by the School District. Full time teachers, except during their first year in the district, will be credited with a twelve (12) day leave allowance at the beginning of each school year. Full time teachers during their first year of employment in the District will be credited with 3 days sick leave per month to a maximum leave allowance during the first year of twelve (12) days. Part time teachers and teachers who teach less than the contracted teacher work year will be credited with a pro-rata basis to the nearest half (1/2) day. All leave taken will be subtracted from accumulated leave.

As of January 1, 2024, and thereafter, the first forty-eight (48) hours of sick leave accrued will be designated as Earned Sick and Safe Time (ESST). This will add an additional six (6) days to the teacher sick leave bank at the start of each school year.

Subd. 2. Accumulation: Total unused sick leave days may accumulate to a maximum of 130 days of sick leave per teacher. Accrued unused sick and ESST leave may be carried over to the next school year but remain subject to the maximum accrual amount.

Subd. 3. Use:

- (1.) **Sick Leave:** Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Sick leave may be used for absences due to an illness of or injury to the teacher's child for such reasonable periods as the teacher's attendance with the child may be necessary on the same terms that the teacher is able to use sick leave benefits for his/her own illness or injury. Sick leave may also be used for absences caused by illness or injury to members in the teacher's immediate family.
- (2.) **ESST:** Effective January 1, 2024, and each school year thereafter, the first forty-eight (48) hours of sick leave accrued shall be designated as ESST. ESST shall be allowed whenever a teacher's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447. ESST may be used in increments no smaller than four (4) hours.

Subd. 4. Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/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.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the teacher.

Subd. 6. Approval: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in each building office.

Subd. 7. Unused Sick Leave: Beginning in the 2018-19 school year, the District shall contribute \$100 for each full day (8 hours) and contribute \$50 for each half day (4 hours) accumulated over 130 days as of June 30 each year, up to \$900 for any full-time, active teacher to the PRHCSP administered by MSRS.

Section 3. Personal Leave:

Subd. 1. Earning: A maximum of five (5) days per year may be used for personal reasons, the days to be deducted from sick leave. The first four (4) days of such leave shall be at no cost to the teacher. If a fifth day is used, the teacher shall pay the district an amount equal to the daily rate set by the board for substitute teachers for a full day leave and half the rate for a half-day leave. Payment for a substitute teacher will be waived for use of the 5th personal day if the 5th personal day falls on a contract day in which students do not have classes. Teachers with 15 or more years of teaching experience in the District may use the fifth personal leave day without paying the daily substitute salary set by the board. This personal leave day may be used on any contract day. At the end of the school year, teachers will be reimbursed the daily substitute rate of pay for all unused personal leave days. This amount shall be pro-rated for any unused half-day increments. All leave taken or reimbursed will be subtracted from accumulated sick leave. If the staff member wishes to roll unused personal leave into their sick leave they must notify the school district by the last student contact day.

Subd. 2. Requests: All leaves shall be applied for at least three (3) days in advance on the form provided by the School District, unless extenuating circumstances exist. The superintendent will respond in writing to the teacher within one working day of the request.

Subd. 3. Use: Personal leave will be granted in no less than half-day increments. Unless extenuating circumstances exist, no more than two (2) teachers from each building shall be granted such leave per day. On non-student contact days, personal leave shall be granted at the discretion of the building principal, including the authority to increase the number of leaves granted. No personal leave will be granted during the last five (5) student contact days each year except for extenuating circumstances approved by the superintendent. Teachers will not be able to carry over unused personal leave and will begin each school year with a maximum of five (5) personal leave days.

Section 4. Bereavement Leave: Up to five (5) days of leave shall be allowed, the days to be deducted from sick leave, for death in a full-time teacher's immediate family, as defined in this article. Additional bereavement leave is subject to the discretion of the Superintendent, based on the circumstances.

Section 5. Emergency Leave:

Subd. 1. Use: A full-time teacher may be granted a leave at the discretion of the School District of two (2) days per year, non-accumulative, the days used to be deducted from the teacher's sick leave, for situations that arise requiring the teacher's emergency attention which

cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. Additional emergency leave is subject to the discretion of the Superintendent, based on the circumstances.

Subd. 2. Requests: Requests for emergency leave must be made in writing to the Superintendent. The request shall state the reason for the proposed leave. All leaves must have approval by the Superintendent or designee.

Section 6. Child Care Leave:

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

Subd. 2. Request: A teacher making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Pregnancy: If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize sick leave following childbirth for no more than 45 consecutive weekdays (Monday through Friday including summer and other breaks when school is not in session), with the day following the birth being considered the first day. Additional sick leave may be granted with a written medical certificate from a qualified physician as evidence of illness or disability as a result of the pregnancy. However, a teacher shall not be eligible for sick leave during the period of time covered by a childcare leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Paternity Leave: Five (5) days of accumulated sick leave may be used for paternity leave immediately following the birth of a child.

Subd. 5. Adoption: Adoption leave shall be granted pursuant to applicable law, including MS 181.92 and the Family and Medical Leave Act.

Subd. 6. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year – i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a childcare leave or the duration thereof.

Subd. 7. Duration: In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

- (1) Grant any leave for more than twelve (12) months in duration

- (2) Permit the teacher to return to employment prior to the date designated in the request for childcare leave.

Subd. 8. Reinstatement: A teacher returning from childcare leave shall be reinstated in a position for which licensed and qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 9. Failure to Return: Failure of a teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree in writing to an extension in the leave.

Subd. 10. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 7. General Leaves of Absence: A leave of absence may be granted to any teacher upon request and approval by the Board. Such leave, if approved, shall be without salary, but all other arrangements, including return to the school system shall be by mutual agreement with the teacher and Board.

Section 8. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, an eligible teacher shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of a teacher's spouse, child, or parent, and
- (4) the teacher's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contribution, a teacher must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. Paid Leave Under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave; i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this

Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The teacher will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Section 9. Jury Service: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 11. Sabbatical Leave: Sabbatical leave may be granted after a teacher has taught four years in the school system. All arrangements including compensation, if any, and return to the system shall be determined by mutual Agreement between the Board and the teacher.

Section 12. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 8 of this article. In the event the teacher is on paid leave from the School District under Section 2 of this article, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the teacher must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 13. Credit: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which have accrued at the time the leave began. No credit shall accrue toward leaves, retirement, 403b or salary advancement during the period of time that a teacher is on unpaid leave.

Section 14. Seniority:

Subd. 1. Seniority List: This contract shall follow all provisions of State statute on seniority. Seniority shall begin with the date and time of the teacher's acceptance of the contract and shall not include part time personnel along with full time personnel. Part time personnel shall be listed by seniority after all full time personnel have been listed. Part time personnel shall include teachers who work 14 hours per week or less over the school year. Any teacher placed on unrequested leave shall be furnished a copy of M.S. 122A.40 upon request.

Subd. 2. Leaves: Teachers on leave will remain on the official seniority list for the duration of their leaves.

Section 15. Federation Leave: Officers of the Federation or their duly appointed representatives shall be allowed three (3) days of leave with pay from teaching duties for the purposes of attending to union business. The MLFT shall pay the cost of the substitute teachers. The MLFT agrees to notify the Board or its designated representative at least three (3) days before the date of the intended use of the leave.

ARTICLE IX (A) - 403b Matching Deferred Compensation and Post-retirement Health Care Savings Accounts/Retirement Plan

403b Matching Deferred Compensation

Section 1. Description: The District provides a matching contribution to the teachers' 403b Deferred Compensation plan according to their eligibility as specified herein effective September 1, 1997. Teachers may defer additional amounts of their income in the 403b Deferred Compensation plan.

Section 2. Eligibility: All teachers are eligible to participate in the 403b Matching Deferred Compensation plan except teachers new to the District during their first year of employment. Employees may defer additional amounts of their compensation to the 403b Deferred Compensation Plan.

Section 3. Enrollment: Enrollment shall be on an annual basis at least thirty (30) days preceding the first pay period from which withholdings occur for that year. Teachers shall indicate on the enrollment form which company they have selected from the following list and authorize the district to withhold their matching contribution.

Aspire
AXA Equitable
Horace Mann

These vendors will be incorporated into the 403(b) plan document required by the Internal Revenue Service, provided they meet the requirements described in the plan document. Independent School District #881 retains the option of implementing third party administration.

The employee's annual contribution is divided and withheld equally over the pay periods and the district match is paid out on the same basis.

Section 4. 403b Deferred Compensation Plan Criteria: During a teacher's second year and subsequent years of employment in the district, the district will match one and three-quarter percent (1.75%) of the employee's yearly salary including pay for extra assignments and career increments in 2021-2022 and two percent (2.0%) in 2022-2023. This matching amount shall be sent to the teacher's 403b company on a monthly basis at the same time the teacher's contribution is being sent to the 403b company. The district contribution becomes the "property" of the teacher once the money has been

transferred into the teacher's 403b fund. Upon retirement or severance from the district teachers may do as they please with their 403b fund within the limits of the law.

Section 5. Claims Against the School District: The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the company selected by the teacher. It is further understood that the School Districts only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to this Article.

Post-Retirement Health Care Savings Plan

Section 6. Description: In addition to the 403b benefit described in Sections 1-5 of this Article, the District provides a contribution to each teacher's Minnesota Post-Retirement Health Care Savings Plan (hereafter called PRHCSP) according to their eligibility under Minnesota Statutes, section 352.98 (2002) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

Section 7. Eligibility: All teachers shall participate in the PRHCSP except teachers in their first and second years of employment in the District. Employees shall contribute an amount equal to the District's contribution each year, which shall be withheld from their compensation.

Section 8. Post-Retirement Health Care Savings Plan Criteria: During a teacher's third year of employment in the District, the District and teacher will each contribute one-half (.5%) of the teacher's yearly salary including pay for extra assignments and career increments, and one percent (1%) each during the teacher's fourth and subsequent years. These amounts shall be sent to the teacher's PRHCSP. All funds contributed by the teacher and the District become the "property" of the teacher once the money has been transferred into the teacher's account. Upon retirement or severance from the District, teachers may use the PRHCSP account within the limits of the law and applicable IRS rules.

ARTICLE X - HOURS OF SERVICE

Section 1. Working Day: The teachers' working day shall be eight hours. The starting and ending times at each individual building may vary according to the educational programs offered. Terms and conditions of the working day shall be discussed at "meet and confer" meetings and recommendations made to the Board for consideration.

Subd. 1. Teachers will be compensated for Board scheduled conferences at the rate of 1 evening conference equals ½ non-student day the teachers do not have to report to school.

Section 2. Preparation Periods: Full time elementary and secondary teachers shall have preparation periods totaling 250 minutes per week with proportionate prep times for shorter weeks, part time teachers, or when teachers are absent. Preparation time shall be scheduled in no more than 2 blocks of time during any day and shall not be simultaneous with travel time for itinerant teachers. Such

preparation time shall be scheduled in addition to the portion of the teacher's working day which falls outside of the student contact day and which should be used for parent-teacher conferences, student-teacher conferences, faculty-administration meetings, staffing, and other such assignments as may be given by the school administration. The schedule of preparation time for the teacher shall be assigned at the beginning of the school term, to be altered only in cases where the students' best educational interest is served.

Subd. 1. Secondary teachers' class time shall be limited to 25, 50-minute class periods per week unless the teacher mutually agrees to teach more. High school teachers shall be assigned such other duties during unscheduled time, which shall be in the best interest of the educational program of the students.

Subd. 2. Elementary teachers' class time shall be limited to 25 hours per week and shall be assigned such duties during unscheduled time, which shall be in the best interest of the educational program of the students.

Subd. 3. Eligibility: Benefits provided in this section are for full time personnel only. Members of the "teacher" bargaining unit working less than full time will receive prorated benefits provided in this section.

Section 3. Substitute Teaching: Faculty members performing substitute teaching during preparation time shall be paid at a rate of \$25 per hour or proportionate amounts for part of an hour. Such assignments shall be made by mutual agreement between the teachers and administration. When the District cannot find a substitute teacher to cover the absence of a teacher and Administration redistributes the absent teacher's students among other teachers' classes, those teachers receiving the students shall split the daily substitute rate of pay that would have otherwise been available to a substitute teacher.

Section 4. Duty Free Lunch Period: Lunch periods are part of the teachers' eight hour working day and shall be assigned by the building principal. Teachers will be given a 30-minute lunch period, which shall be as free of supervisory duties as possible without affecting the efficient operation of the elementary and secondary school programs.

Section 5. Emergency/Pandemic Exception: Employees' schedules may be altered under emergency/pandemic conditions. Staff input will be sought.

ARTICLE XI - LENGTH OF SCHOOL YEAR

Section 1. School Calendar: There shall be no more than 181 days in the teacher work year. Per Minnesota Statute 120A.42 the District retains the right to hold classes or workshop activities on Martin Luther King's birthday, Lincoln's and Washington's birthdays, Columbus Day and Veterans' Day. The starting and ending dates for the school term and the number and selection of vacation days will normally coincide with the uniform master calendar adopted by Wright Technical Center, but teachers may submit suggestions to administration through the building leadership teams.

Section 2. Quarter Ending Days:

Subd. 1. Secondary Teachers: Included in the number of days in Section 1 of this Article shall be one day at the conclusion of each marking period (quarter), during which teachers will not be assigned students, to be used for the purpose of calculating grades, marking report cards and preparing for the next marking period.

Subd. 2. Elementary Teachers: Elementary teachers shall have three workshop days for the purpose of classroom preparation during the school year.

Section 3. Safety Threats:

Subd. 1 Safety Threats: Safety threats occur when a school is evacuated or closed to ensure the safety of students, staff and visitors.

Subd. 2 Make-up Days/Time: Student contact time missed will be made up by rounding the missed time to the nearest half-day. Subsequent make-up dates may extend the school year at the discretion of the School District. The School District may confer with Union Leadership regarding the scheduling of make-up dates.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean a complaint by a party that: 1) there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of an established policy and practice thereunder, or 2) an employee's health or safety is jeopardized by conditions which can be corrected by the Board, or 3) there has been misapplication or unfair practice under existing laws, rules or regulations, or 4) there is a problem pertaining to wages, hours, or working conditions.

Section 2. Representative: The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions:

Grievance. "Grievance" means a dispute or disagreement as to the interpretation of application of any term or terms of any contract required under Minnesota Statutes 179-70 Subd. 1.

Days. "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service. "Service" means personal service or by certified mail.

Reduced to Writing. “Reduced to writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Small Group of Employees. “Small group of employees” means a group of employees consisting of five (5) or less.

Answer. “Answer” means a concise written response outlining the employer’s position on the grievance.

Section 4. Procedure

Step 1. Whenever any employee or small group of employees have a grievance, he/she or they shall meet on an informal basis with the employee’s or employees’ immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer’s designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his (written) answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance, and if he so chooses, may select a designee to represent him. If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievant, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve his answer upon the exclusive representative (or in the appropriate case, employee (s) or their designee).

Step II. The employer’s representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he/she elects to proceed with the grievance, must proceed with Step III by serving a paper notification on the appropriate Step II official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III. The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance

pursuant to Step II. If resolution of the grievance results, the parties shall commit the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration. If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail himself/herself of both procedures.

Step IV. The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses. The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which cause a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a) The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer: or
- b) If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement of the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE XIII - MEET AND CONFER PROCEDURES

Section 1. Meet and Confer Items: A meet and confer session may be scheduled for the second Wednesday of the following months: October, February and June. The meetings shall include representation from the Union and the District. The only way these meetings will not occur is if mutually agreed upon by both teams.

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

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as District-wide coordinators and consultants will be considered based on their licensure.

Subd. 4. Layoff: Tier 1 and Tier 2 teachers will be laid off prior to any qualified Tier 3 or Tier 4 teachers being placed on ULA in the same licensure area.

Section 3. ULA:

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

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

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

Right to a Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing.

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

Subd. 3. Placement: Teachers shall be placed on ULA using the following criteria: 1) Teachers hired by the School District before January 1, 2018 shall be placed on ULA according to M.S. 122A.40 Subd. 11 from 2017 (See Appendix B); 2) Teachers hired after January 1, 2018 shall be placed on ULA using the following criteria. Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions:

- No teacher holding a master's degree or higher in the field and subject matter employed shall be placed on ULA if any other qualified teacher employed in the same field and subject matter holds less than a master's degree in the field or subject matter employed. A graduate degree of master's or higher will not provide protection from ULA if the degree is not in the subject matter for which the teacher is employed.
- The District reserves the right to retain teachers employed in positions in which the District has invested School District funds to send to "specialized training" and place on ULA more senior teachers in the same field and subject matter. Specialized training includes, but is not limited to, Project Lead the Way, Reading Recovery, driver education, and concurrent classes.

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

Subd. 5. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the

selection of the teacher(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher's field and subject matter employed, and other relevant factors.

Subd. 6. Additional Assignments: If reduction in number of teachers based on seniority would result in the discontinuance of any curricular or extra- or co-curricular program, the teacher employed in such program may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the School District. The District reserves the right to retain teachers who have held an extracurricular or co-curricular position in the current and/or three previous Minnesota State High School League seasons and place on ULA more senior teachers in the same field and subject matter.

Subd. 7. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in "Section 2." above, to accommodate the seniority claims of a junior teacher.

Section 5. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Section 6. Reinstatement:

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

Subd. 2. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the

School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have ten (10) business days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such ten (10) business 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 unless extended by written mutual consent of the School Board and the qualified teacher.

Section 7. Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of hire, qualification, and subject matter or field) to be prepared from its records by January 15. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School District.

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

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

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

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

Section 10. Procedure: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be subject to the grievance procedure.

ARTICLE XV – JOB POSTING

Section 1. Vacancies: Vacancies are created through resignation, retirement, leaves of absence, or dismissal. A new position covered by this Agreement also constitutes a vacancy.

Subd. 1: This definition does not apply to reassignment. Reassignment is the moving of staff within the School District by administration and/or the school board.

Section 2. Posting of Vacancies: Vacancies covered by this Agreement will be posted 5 week days internally, containing a description of the position and required qualifications. Internal and external postings may run concurrently.

Section 3. Filling of Vacancies: Qualified staff requesting a transfer to a posted vacancy must do so in writing to the building principal prior to the posted closing date. The final decision for filling vacancies shall be at the School District's discretion.

Section 4. Maintaining Licenses: Teachers wishing to drop a teaching license may submit a written request to do so with the Maple Lake School Board's Licensed Staff Committee. Unless their request is approved by the Licensed Staff Committee in writing, teachers are required to maintain all areas of licensure held at the time of their hiring by the District. Teachers must also maintain all licenses for which they earned and received lane change credit while working in the District. A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment.

A teacher not placed in an area of licensure for five (5) consecutive school years may drop the corresponding license without penalty. A teacher requesting a transfer to an open position in the District, for which he/she is licensed, may drop that licensure without penalty if the District rejects the reassignment.

If a teacher initiates the dropping of the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights or realignment rights in another licensure area. Failure to maintain licenses that resulted in a lane change will result in loss of lane placement received through credits earned for that license.

ARTICLE XVI - DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for the period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA of 1971. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, in the year that the contract expires. Unless mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement or whenever the Bureau of Mediation Services determines.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the Federation. The provisions relating herein to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this contract, unless mutually agreed upon by both parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement nor application of any provision thereof.

Section 5. Publication of this Agreement: Copies of this Agreement titled "Master Agreement, Independent School District No 881, and Maple Lake Federation of Teachers," shall be available electronically. A paper copy shall be available by written request to the district office.

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


For Maple Lake Federation of Teachers
Maple Lake, Minnesota 55358



President MLFT




Teacher Representative MLFT




Teacher Negotiator

Dated this 16 Day of Nov., 2023

For Independent School District 881
Maple Lake, Minnesota 55358



Chairman of the Board



Clerk of the Board



Superintendent of Schools

Dated this 13th Day of November, 2023

Schedule A
 INDEPENDENT SCHOOL DISTRICT #881
 MAPLE LAKE, MINNESOTA
 SALARY SCHEDULE 2023-2024

Steps	BA	BA15	BA30	BA45	BA60/MA	BA75/MA15	MA30	MA45	MA60
1	\$42,500.00	\$43,386.00	\$44,541.00	\$46,042.00	\$47,852.00	\$49,931.00	\$52,318.00	\$55,013.00	\$58,016.00
2	\$43,309.00	\$44,155.00	\$45,350.00	\$46,851.00	\$48,815.00	\$50,740.00	\$53,126.00	\$55,822.00	\$58,825.00
3	\$44,194.00	\$45,080.00	\$46,234.00	\$47,736.00	\$49,546.00	\$51,625.00	\$54,012.00	\$56,746.00	\$59,749.00
4	\$45,156.00	\$45,850.00	\$47,235.00	\$48,698.00	\$50,508.00	\$52,626.00	\$55,013.00	\$57,708.00	\$60,711.00
5	\$46,196.00	\$47,082.00	\$48,276.00	\$49,777.00	\$51,548.00	\$53,665.00	\$56,052.00	\$58,748.00	\$61,751.00
6	\$47,352.00	\$48,236.00	\$49,431.00	\$50,894.00	\$52,703.00	\$54,782.00	\$57,169.00	\$59,903.00	\$62,906.00
7	\$48,545.00	\$49,431.00	\$50,624.00	\$52,125.00	\$53,897.00	\$56,014.00	\$58,401.00	\$61,096.00	\$64,099.00
8	\$49,854.00	\$50,740.00	\$51,933.00	\$53,435.00	\$55,205.00	\$57,323.00	\$59,710.00	\$62,405.00	\$65,408.00
9	\$51,240.00	\$52,125.00	\$53,319.00	\$54,821.00	\$56,591.00	\$58,670.00	\$61,096.00	\$63,792.00	\$66,795.00
10	\$52,703.00	\$53,588.00	\$54,782.00	\$56,284.00	\$58,054.00	\$60,172.00	\$62,559.00	\$65,255.00	\$68,258.00
11		\$55,128.00	\$56,322.00	\$57,824.00	\$59,594.00	\$61,712.00	\$64,099.00	\$66,795.00	\$69,798.00
12			\$57,939.00	\$59,441.00	\$61,251.00	\$63,330.00	\$65,717.00	\$68,412.00	\$71,415.00
13			\$59,671.00	\$61,404.00	\$63,175.00	\$65,293.00	\$67,679.00	\$70,375.00	\$73,398.00
14				\$63,369.00	\$65,197.00	\$67,382.00	\$69,845.00	\$72,627.00	\$75,747.00
15				\$64,751.00	\$66,618.00	\$68,851.00	\$71,368.00	\$74,210.00	\$77,398.00
16					\$67,250.00	\$69,504.00	\$72,044.00	\$74,914.00	\$78,132.00
17					\$67,882.00	\$70,157.00	\$72,721.00	\$75,618.00	\$78,866.00
18					\$68,956.00	\$71,267.00	\$73,872.00	\$76,814.00	\$80,114.00

Schedule B
INDEPENDENT SCHOOL DISTRICT #881
MAPLE LAKE, MINNESOTA
SALARY SCHEDULE 2024-2025

Steps	BA	BA15	BA30	BA45	BA60/MA	BA75/MA15	MA30	MA45	MA60
1	\$43,800.00	\$44,713.00	\$45,904.00	\$47,450.00	\$49,315.00	\$51,458.00	\$53,918.00	\$56,696.00	\$59,791.00
2	\$44,633.00	\$45,506.00	\$46,737.00	\$48,284.00	\$50,308.00	\$52,292.00	\$54,751.00	\$57,529.00	\$60,624.00
3	\$45,546.00	\$46,459.00	\$47,649.00	\$49,197.00	\$51,062.00	\$53,204.00	\$55,664.00	\$58,481.00	\$61,576.00
4	\$46,538.00	\$47,252.00	\$48,680.00	\$50,188.00	\$52,053.00	\$54,236.00	\$56,696.00	\$59,474.00	\$62,569.00
5	\$47,609.00	\$48,522.00	\$49,752.00	\$51,299.00	\$53,125.00	\$55,307.00	\$57,767.00	\$60,545.00	\$63,639.00
6	\$48,800.00	\$49,712.00	\$50,943.00	\$52,451.00	\$54,316.00	\$56,457.00	\$58,918.00	\$61,735.00	\$64,830.00
7	\$50,030.00	\$50,943.00	\$52,173.00	\$53,720.00	\$55,545.00	\$57,727.00	\$60,187.00	\$62,965.00	\$66,060.00
8	\$51,379.00	\$52,292.00	\$53,521.00	\$55,069.00	\$56,894.00	\$59,076.00	\$61,537.00	\$64,314.00	\$67,409.00
9	\$52,807.00	\$53,720.00	\$54,950.00	\$56,498.00	\$58,322.00	\$60,465.00	\$62,965.00	\$65,743.00	\$68,838.00
10	\$54,316.00	\$55,227.00	\$56,457.00	\$58,005.00	\$59,830.00	\$62,013.00	\$64,473.00	\$67,251.00	\$70,345.00
11		\$56,815.00	\$58,044.00	\$59,592.00	\$61,417.00	\$63,600.00	\$66,060.00	\$68,838.00	\$71,933.00
12			\$59,711.00	\$61,259.00	\$63,124.00	\$65,267.00	\$67,727.00	\$70,505.00	\$73,599.00
13			\$61,497.00	\$63,282.00	\$65,108.00	\$67,290.00	\$69,750.00	\$72,527.00	\$75,644.00
14				\$65,307.00	\$67,191.00	\$69,443.00	\$71,982.00	\$74,848.00	\$78,065.00
15				\$67,522.00	\$69,470.00	\$71,798.00	\$74,423.00	\$77,386.00	\$80,712.00
16					\$70,121.00	\$72,471.00	\$75,121.00	\$78,112.00	\$81,469.00
17					\$70,772.00	\$73,144.00	\$75,818.00	\$78,837.00	\$82,225.00
18					\$71,879.00	\$74,288.00	\$77,004.00	\$80,070.00	\$83,511.00

SCHEDULE C - 2023-24 EXTRA CURRICULAR SALARY AND COMPENSATION

<u>HEAD COACH</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
FOOTBALL	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
BASKETBALL	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
GYMNASTICS	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
WRESTLING	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
STRENGTH COACH	\$2,748	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VOLLEYBALL	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
SOFTBALL	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
BASEBALL	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
TRACK	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
GOLF	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
CROSS COUNTRY	\$3,186	\$3,267	\$3,347	\$3,428	\$3,509	\$3,590	\$3,673	\$3,758	\$3,845	\$3,933

<u>ASSISTANT COACH</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
FOOTBALL	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
BASKETBALL	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
GYMNASTICS	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
WRESTLING	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
VOLLEYBALL	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
SOFTBALL	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
BASEBALL	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
TRACK	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
GOLF	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
CROSS COUNTRY	\$2,262	\$2,319	\$2,376	\$2,434	\$2,492	\$2,549	\$2,608	\$2,668	\$2,730	\$2,793

<u>9TH GRADE COACH</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
FOOTBALL	\$2,655	\$2,722	\$2,789	\$2,857	\$2,924	\$2,992	\$3,061	\$3,132	\$3,204	\$3,278
SOFTBALL	\$2,389	\$2,450	\$2,510	\$2,571	\$2,632	\$2,693	\$2,755	\$2,819	\$2,884	\$2,950
BASEBALL	\$2,389	\$2,450	\$2,510	\$2,571	\$2,632	\$2,693	\$2,755	\$2,819	\$2,884	\$2,950

<u>JUNIOR HIGH COACH</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
FOOTBALL	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
BASKETBALL	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
GYMNASTICS	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
WRESTLING	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
VOLLEYBALL	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
SOFTBALL	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
BASEBALL	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
TRACK	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
GOLF	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
CROSS COUNTRY	\$1,503	\$1,542	\$1,580	\$1,619	\$1,657	\$1,695	\$1,734	\$1,775	\$1,816	\$1,857

<u>ADVISORS/DIRECTORS</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
Sr. High Speech Director	\$2,655	\$2,722	\$2,789	\$2,857	\$2,924	\$2,992	\$3,061	\$3,132	\$3,204	\$3,278
Jr. High Speech Director	\$0	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521
One Act/Color Guard/Drumline/Robotics	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
Three Act Play Director	\$0	\$2,317	\$2,377	\$2,436	\$2,494	\$2,554	\$2,613	\$2,673	\$2,736	\$2,798
Yearbook Advisor	\$0	\$1,962	\$2,013	\$2,063	\$2,112	\$2,163	\$2,213	\$2,264	\$2,317	\$2,370
Newspaper Advisor	\$0	\$877	\$899	\$922	\$944	\$967	\$989	\$1,011	\$1,035	\$1,059
Odyssey Mind Advisor	\$0	\$668	\$685	\$702	\$719	\$736	\$753	\$771	\$789	\$807
Knowledge Bowl Director	\$0	\$918	\$942	\$965	\$989	\$1,013	\$1,036	\$1,060	\$1,084	\$1,109
Stage Band Director	\$0	\$1,691	\$1,734	\$1,777	\$1,820	\$1,864	\$1,907	\$1,951	\$1,996	\$2,042
Student Council Advisor	\$0	\$950	\$974	\$998	\$1,022	\$1,047	\$1,071	\$1,096	\$1,121	\$1,147
Senior Class Advisor/Elem Annual	\$0	\$605	\$621	\$636	\$652	\$667	\$683	\$698	\$715	\$731
Junior Class Advisor	\$0	\$1,211	\$1,242	\$1,273	\$1,303	\$1,335	\$1,365	\$1,397	\$1,429	\$1,462
Mock Trial Advisor	\$0	\$1,294	\$1,328	\$1,360	\$1,393	\$1,427	\$1,460	\$1,493	\$1,528	\$1,563
Summer Marching Band Director	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463

	After 10 Years	After 15 Years	After 20 Years	After 25 Years
Longevity pay for the positions listed above:	\$100	\$150	\$200	\$250

*All extra-curricular assignments are offered to individual faculty members by the Superintendent. Acceptance of assignments is optional with the teacher and is not part of the teachers continuing contract. Assignments are made only if student participation is sufficient to warrant the program.

DRIVER TRAINING

The school district reserves the right to assign classroom driver training instruction to qualified teachers. Behind-the-wheel instruction and all related working conditions including starting time and compensation shall be arranged by mutual agreement.

Curriculum Writing	\$ 20.00	Hour
Curriculum Coordinator (Summer school teacher rate of pay during summer work pre-approved by administration)		
Elementary Chaperone, Ticket Sellers	\$ 44.09	Night
Scorer, Timer, Announcer, HS Dance Supervisor, Supervisor for Other Sports (Varsity)	\$ 50.02	Night
Referees, Junior High Sports Events	\$ 45.83	Night
Band/Chorus Director Fee	\$ 69.49	Night
Summer School Teacher	\$ 38.01	Hour

**In the event that teachers will not mutually agree to take ticket selling, supervision, and chaperon duties as assigned, the exclusive representative shall assume the responsibility for finding teachers for these duties. Teachers shall have the responsibility for finding their own substitute if unable to fulfill an assignment which they accepted.

SCHEDULE D - 2024-25 EXTRA CURRICULAR SALARY AND COMPENSATION

HEAD COACH	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FOOTBALL	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
BASKETBALL	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
GYMNASTICS	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
WRESTLING	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
STRENGTH COACH	\$2,748	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VOLLEYBALL	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463
SOFTBALL	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
BASEBALL	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
TRACK	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
GOLF	\$3,982	\$4,083	\$4,184	\$4,285	\$4,387	\$4,488	\$4,591	\$4,698	\$4,806	\$4,917
CROSS COUNTRY	\$3,186	\$3,267	\$3,347	\$3,428	\$3,509	\$3,590	\$3,673	\$3,758	\$3,845	\$3,933

ASSISTANT COACH	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FOOTBALL	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
BASKETBALL	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
GYMNASTICS	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
WRESTLING	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
VOLLEYBALL	\$3,156	\$3,235	\$3,314	\$3,393	\$3,470	\$3,549	\$3,629	\$3,712	\$3,797	\$3,885
SOFTBALL	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
BASEBALL	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
TRACK	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
GOLF	\$2,768	\$2,838	\$2,908	\$2,978	\$3,049	\$3,119	\$3,191	\$3,265	\$3,340	\$3,417
CROSS COUNTRY	\$2,262	\$2,319	\$2,376	\$2,434	\$2,492	\$2,549	\$2,608	\$2,668	\$2,730	\$2,793

9TH GRADE COACH	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FOOTBALL	\$2,655	\$2,722	\$2,789	\$2,857	\$2,924	\$2,992	\$3,061	\$3,132	\$3,204	\$3,278
SOFTBALL	\$2,389	\$2,450	\$2,510	\$2,571	\$2,632	\$2,693	\$2,755	\$2,819	\$2,884	\$2,950
BASEBALL	\$2,389	\$2,450	\$2,510	\$2,571	\$2,632	\$2,693	\$2,755	\$2,819	\$2,884	\$2,950

JUNIOR HIGH COACH	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FOOTBALL	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
BASKETBALL	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
GYMNASTICS	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
WRESTLING	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
VOLLEYBALL	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
SOFTBALL	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
BASEBALL	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
TRACK	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
GOLF	\$1,658	\$1,712	\$1,765	\$1,818	\$1,872	\$1,925	\$1,980	\$2,037	\$2,084	\$2,132
CROSS COUNTRY	\$1,503	\$1,542	\$1,580	\$1,619	\$1,657	\$1,695	\$1,734	\$1,775	\$1,816	\$1,857

<u>ADVISORS/DIRECTORS</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
Sr. High Speech Director	\$2,655	\$2,722	\$2,789	\$2,857	\$2,924	\$2,992	\$3,061	\$3,132	\$3,204	\$3,278
Jr. High Speech Director	\$0	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521
One Act/Color Guard/Drumline/Robotics	\$2,087	\$2,141	\$2,194	\$2,247	\$2,301	\$2,354	\$2,408	\$2,465	\$2,521	\$2,578
Three Act Play Director	\$0	\$2,317	\$2,377	\$2,436	\$2,494	\$2,554	\$2,613	\$2,673	\$2,736	\$2,798
Yearbook Advisor	\$0	\$1,962	\$2,013	\$2,063	\$2,112	\$2,163	\$2,213	\$2,264	\$2,317	\$2,370
Newspaper Advisor	\$0	\$877	\$899	\$922	\$944	\$967	\$989	\$1,011	\$1,035	\$1,059
Odyssey \Mind Advisor	\$0	\$668	\$685	\$702	\$719	\$736	\$753	\$771	\$789	\$807
Knowledge Bowl Director	\$0	\$918	\$942	\$965	\$989	\$1,013	\$1,036	\$1,060	\$1,084	\$1,109
Stage Band Director	\$0	\$1,691	\$1,734	\$1,777	\$1,820	\$1,864	\$1,907	\$1,951	\$1,996	\$2,042
Student Council Advisor	\$0	\$950	\$974	\$998	\$1,022	\$1,047	\$1,071	\$1,096	\$1,121	\$1,147
Senior Class Advisor/Elem Annual	\$0	\$605	\$621	\$636	\$652	\$667	\$683	\$698	\$715	\$731
Junior Class Advisor	\$0	\$1,211	\$1,242	\$1,273	\$1,303	\$1,335	\$1,365	\$1,397	\$1,429	\$1,462
Mock Trial Advisor	\$0	\$1,294	\$1,328	\$1,360	\$1,393	\$1,427	\$1,460	\$1,493	\$1,528	\$1,563
Summer Marching Band Director	\$4,425	\$4,537	\$4,649	\$4,761	\$4,874	\$4,987	\$5,102	\$5,220	\$5,340	\$5,463

	After 10 Years	After 15 Years	After 20 Years	After 25 Years
Longevity pay for the positions listed above:	\$100	\$150	\$200	\$250

*All extra-curricular assignments are offered to individual faculty members by the Superintendent. Acceptance of assignments is optional with the teacher and is not part of the teachers continuing contract. Assignments are made only if student participation is sufficient to warrant the program.

DRIVER TRAINING

The school district reserves the right to assign classroom driver training instruction to qualified teachers. Behind-the-wheel instruction and all related working conditions including starting time and compensation shall be arranged by mutual agreement.

Curriculum Writing	\$ 20.00	Hour
Curriculum Coordinator (Summer school teacher rate of pay during summer work pre-approved by administration)		
Elementary Chaperone, Ticket Sellers	\$ 44.09	Night
Scorer, Timer, Announcer, HS Dance Supervisor, Supervisor for Other Sports (Varsity)	\$ 50.02	Night
Referees, Junior High Sports Events	\$ 45.83	Night
Band/Chorus Director Fee	\$ 69.49	Night
Summer School Teacher	\$ 38.01	Hour

**In the event that teachers will not mutually agree to take ticket selling, supervision, and chaperon duties as assigned, the exclusive representative shall assume the responsibility for finding teachers for these duties. Teachers shall have the responsibility for finding their own substitute if unable to fulfill an assignment which they accepted.

L.S.D. #881 Insurance Eligibility Requirements (Hours Worked)

Health Insurance	30 hours per week
Life Insurance	20 hours per week
Long Term Disability	600 hours per year

MINNESOTA STATUTE 122A.40 EMPLOYMENT; CONTRACTS; TERMINATION.

Subd. 11. **Unrequested leave of absence.** The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

(a) The board may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed;

(b) Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the school district. In the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed is negotiable;

(c) Notwithstanding the provisions of paragraph (b), a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field. The provisions of this paragraph do not apply to vocational education licenses;

(d) Notwithstanding paragraphs (a), (b), and (c), if the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights, the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority, or the restriction imposed by the provisions of paragraph (c) would place the district in violation of its affirmative action program, the district may retain the probationary teacher, the teacher with less seniority, or the provisionally licensed teacher;

(e) Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field remains on unrequested leave. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year is negotiable;

(f) Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise

the school board within 30 days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the board;

(g) A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave;

(h) The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service;

(i) The unrequested leave of absence of a teacher who is placed on unrequested leave of absence and who is not reinstated shall continue for a period of five years, after which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the board by April 1 of any year a written statement requesting reinstatement;

(j) The same provisions applicable to terminations of probationary or continuing contracts in subdivisions 5 and 7 must apply to placement on unrequested leave of absence;

(k) Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

EARLY CHILDHOOD FAMILY EDUCATION TEACHERS/SCHOOL READINESS TEACHERS

Section 1. The terms and conditions for ECFE, School Readiness, Preschool, teachers will be the same as those agreed upon in the Teacher's Master Contract unless specified in this article.

Section 2. Statutory Considerations: For this Agreement, Early Childhood Family Education (ECFE), School Readiness (SR) and Preschool teachers are teachers who are in positions which require a Minnesota teaching license or who meet the definition of teacher under Minn. Stat. § 179A.03 subd. 18.

Section 3. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, variable and market driven nature of the ECFE, SR and Preschool programs, the hours of service, duty day, duty week, and duty year for ECFE/SR/Preschool teachers shall be as assigned by the School District and may be modified from time to time based upon the needs and fiscal limitations of the programs using the following provisions:

Subd. 1. Calendar Year: The calendar year for ECFE, School Readiness and preschool teachers may be conducted over the period of the fiscal year on a calendar that may differ from that of the K-12 programs. The calendar year for these teachers typically runs from Workshop Week in August into June of the following calendar year. Written notification from the District/Building-site will be provided to employees indicating tentative assignment, and hours according to the schedule, on or before August 15th prior to the start of the succeeding school year.

Subd. 2. Duty Year: At the beginning of the 2024-25 school year, the normal ECFE/SR/Preschool calendar year and duty day will mirror Article X of the teacher contract. Classes shall begin no later than the week after Labor Day and end no earlier than the week before Memorial Day. Recognizing the unique nature of the ECFE/SR/Preschool program, the duty year will be assigned by the School District in collaboration with Maple Lake Federation of Teachers and may be modified based on the needs of the program.

Subd 3. Planning and Preparation Time: ECFE/SR/Preschool teachers who teach classes up to 2.75 hours will receive a total of at least 30 minutes of preparation time per class period. Teachers who teach full day classes will receive a total of at least 60 minutes of preparation time per class period.

Subd 4. Set-Up and Take Down: In addition to prep time, ECFE/SR/Preschool teachers who teach classes up to 2.75 hours will receive a total of at least 30 minutes of set-up and take down time per class period. Teachers who teach all day classes will receive a total of at least 60 minutes of set-up and take down time per class period.

Section 4. Compensation: Effective beginning in the 2023-2024 school year, ECFE/SR teachers will be paid on Salary Schedule A.

Subd 1. Step Advancement: ECFE/SR/Preschool teachers will advance one step provided that the ECFE/SR/Preschool teacher has rendered a minimum of 728 hours of paid service in the previous school year. Teachers who work less than 728 hours per year will advance a step on the subsequent July 1 when paid service equals 728 hours since last advancement.

Section 5. Probationary Period: The probationary period for ECFE/SR teachers shall be three (3) consecutive school years of service with each year consisting of a minimum of 90 days of actual teaching service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE/SR teacher, and the ECFE/SR teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/SR teacher may be disciplined, suspended or discharged only for just cause, subject to ARTICLE XIX, Grievance Procedure and ARTICLE V, Section 5 and 6, Investigation and Discipline.

Section 6. Seniority:

1. Seniority commences on the date of board approval as an ECFE, SR, and /or Preschool teacher. Teachers hired in the ECFE, SR, and /or Preschool programs shall accumulate no seniority on the K-12 teachers' seniority list. No K-12 teacher will be allowed to accumulate seniority to replace an ECFE, SR, and /or Preschool teacher.
2. In the event that a teacher resigns, retires, or otherwise ends employment with the School District, but is later rehired, the teacher's seniority will reset to the date of board approval of the rehire.
3. The ECFE, SR, and /or Preschool seniority lists will be posted within the worksite on or before January 15 of each year. Any teacher who feels that an error has been made on the seniority list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the District.
4. Within ten (10) working days thereafter, the District shall evaluate any and all written communications regarding the order of seniority and may make such changes the District

deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any Teacher subject to the grievance procedure.

Section 7. Reduction and Recall:

1. A minimum of one-week notice will be provided of possible lay off and/or reduction in hours.
2. In the event that it is necessary to lay off an ECFE, SR, and /or Preschool teacher, the reduction shall be in reverse seniority with the least senior teacher being reduced first. In the event of a staff reduction affecting teachers who have a tie in seniority, the Teacher having the lowest teaching license file folder number as identified on the PELSB website will be deemed to be the most senior.
3. Recall to available positions shall be in seniority order and according to licensure, with the most senior teacher being recalled first.
4. In the event that a senior ECFE, SR, and /or Preschool teacher is reduced in hours, they may assume some of the hours from a less senior ECFE, SR, and /or Preschool teacher to compensate for their reduced hours, if available and based on appropriate license. Senior teachers shall have the right of first refusal.
5. In the event of a class reduction or addition after the school year commences a senior teacher may not assume a position that will disrupt current classes already in progress. This schedule will remain in effect until the next appropriate break at which point the senior teacher will regain additional hours, if available.
6. ECFE, SR, and /or Preschool teachers with the appropriate licensure, who have been laid off or reduced in hours, shall have right of first refusal before any new ECFE, SR, and /or Preschool teachers shall be hired.

Section 8. Applicable Sections of the Master Agreement: ECFE/SR teachers shall be covered by the following articles of the Master Agreement unless otherwise noted within the contract:

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS,

ARTICLE IV, SCHOOL DISTRICT RIGHTS,

ARTICLE V, TEACHER RIGHTS,

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,

ARTICLE VII, EXTRA COMPENSATION,

ARTICLE VIII, GROUP INSURANCE,

ARTICLE IX, Leave Policies,

ARTICLE IX (A) 403B matching deferred compensation and post-retirement Health care savings account/Retirement Plan,

ARTICLE XI, LENGTH OF THE SCHOOL YEAR,

ARTICLE XII, Grievance Procedure

ARTICLE XIII, MEET AND CONFER PROCEDURES

ARTICLE XV, JOB POSTING,

ARTICLE XVI, DURATION,

Section 9. Sections of the Master Agreement Not Applicable: ECFE/SR teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed K-12 teachers unless otherwise noted within the contract:

ARTICLE X, HOURS OF SERVICE,

ARTICLE XI, LENGTH OF SCHOOL YEAR

ARTICLE XIV, UNREQUESTED LEAVE OF ABSENCE,

ARTICLE XV, JOB POSTING

