

MASTER AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT #286
BROOKLYN CENTER, MINNESOTA**

and

EDUCATION MINNESOTA BROOKLYN CENTER

2021-2023

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ARTICLE I PURPOSE

The School District and the Union agree that the purpose for entering into this Master Agreement is to place in written form the agreed upon “terms and conditions” of employment for the duration of this Master Agreement.

ARTICLE II RECOGNITION

The School District recognizes Education Minnesota Brooklyn Center as the exclusive bargaining representative for all persons employed by the School District who are required to be and are licensed by the State of Minnesota, but shall not include the superintendent, directors, principals, assistant principals, and supervisory employees who devote more than 50% of their time to administrative or supervisory duties, supervisory employees, confidential employees, and such other essential employees as are excluded by law.

ARTICLE III PROFESSIONAL GROWTH

The philosophy of the School District and Union is that continued professional learning is essential to increase student achievement and to fulfill the mission of the School District. In order to meet the needs of students and fulfill the district mission, a professional development focus on educational equity and cultural responsiveness will be prioritized for training and implementation.

The following programs are endorsed as integral components leading to excellence:

- New teacher induction,
- Professional Development,
- Professional Learning Communities (PLC),
- Teacher Evaluation

Professional development means a comprehensive, sustained, and intensive approach to improving teachers’ effectiveness in raising student achievement. Professional Development fosters collective responsibility for improved student performance and is comprised of professional learning that:

- is aligned with rigorous state academic standards and district requirements;
- emerges from priorities determined through a continuous cycle of improvement;
- defines a clear set of educator learning goals based on rigorous analysis of data (proficiency and growth) for teacher use as part of daily practice to increase student achievement;
- focuses on the school classroom and research-based strategies that improve student learning; and
- improves instructional effectiveness (teacher knowledge of both pedagogical and discipline-specific content) through the implementation of evidence-based learning strategies.

Examples may include, but are not limited to: job-embedded coaching, courses, workshops, institutes, networks, and conferences.

ARTICLE IV DEFINITIONS

- Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment”, shall mean hours of employment, fringe benefits, except retirement contributions or benefits other than School District payment of or contributions to premiums for group insurance coverage of retired teachers or severance pay and working conditions of teachers established by this Master Agreement, subject to the provisions of Public Employee Labor Relations Act (PELRA), and shall not mean educational policies of the School District.
- Section 2. Teacher: The word, ‘teacher,’ means all persons employed by the School District in a position for which the person must be licensed by the Professional Educators Licensing and Standards Board (PELSB); or in a position as a physical therapist or an occupational therapist; a school nurse; those teachers on approved leaves of absences; and any long-term substitute teacher who works for thirty or more consecutive days for the same teacher. The word, ‘teacher,’ as used herein, shall not include the Superintendent, directors, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, supervisory employees, essential employees and confidential employees, and such other employees as are excluded by law.
- Section 3. The term, ‘School District,’ shall mean the School Board or its designated representative(s).
- Section 4. Union: The word ‘Union,’ shall mean Education Minnesota Brooklyn Center or its designated representative(s).
- Section 5. Superintendent: The word ‘Superintendent,’ shall mean the Superintendent of the School District or his/her designated representative(s).
- Section 6. Building Principal: shall hereinafter in the Agreement mean a Building Principal or Assistant Principal or a School Board designated supervisor.
- Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE V SCHOOL DISTRICT RIGHTS

- Section 1. Inherent Managerial Rights: The Union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy. These include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
- Section 2. Management Responsibilities:
- Subd. 1. The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for all students of the School District.

Subd. 2. The Union recognizes that the School Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the School Board in conformity with the provisions of this Agreement.

Section 3. Effect of Laws, Rules, and Regulations: The Union 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 Contract. Any provision(s) 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 VI TEACHER RIGHTS

Section 1. Dues Deduction: Any teacher who is a member of the Union or who has applied for membership may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Union, including Education Minnesota and the National Education Association/ American Federation of Teachers. Such authorization shall continue in effect from year to year unless revoked in writing. The School District shall deduct such dues from the regular salary payment of the teacher. Deductions for teachers employed after the commencement of the school year shall be pro-rated to complete payments by June.

Section 2. Indemnification: The Union shall indemnify and hold the School District harmless against all claims, judgments or orders issued against the School District in the administration of Section I. of this Article.

Section 3. Union Business:

Subd. 1. Full-time officers of the Union and/or its state and/or national affiliates and Education Minnesota Council Chairpersons shall be permitted to transact official Union business on School District property at all times, provided, that the conduct of such business does not interfere with or interrupt the normal operations of the School District.

Subd. 2. At the beginning of every school year, the Union shall be credited with a total of fifteen (15) duty days, which may be used by the bargaining unit, with specific teachers designated by the Union, to conduct Union business. The Union shall notify the Superintendent in writing, at least forty-eight (48) hours prior to the date of absence. Teachers absent as provided by this subdivision shall receive their daily basic salary schedule income. The Union

shall reimburse the School District for the cost of a substitute for each duty day of absence used for Union business. Additional days for mediation, legislation, or Union business may be granted at the discretion of the Superintendent.

Subd. 3. A maximum of five (5) teachers, who are members of the Union negotiating committee, may be absent from duty to attend mediation meetings scheduled by the Bureau of Mediation Services. Teachers absent as provided by this subdivision shall receive their daily basic salary schedule income. The Union shall reimburse the School District the cost of a substitute for each duty day of absence to attend mediation meetings scheduled by the Bureau of Mediation Services.

Subd. 4. The Union shall have the right to request the use of School District facilities to conduct meetings outside of the work day. Charges for use of such facilities shall be in accordance with the School District policy for such use.

Section 4. Right to Join: Teachers shall have the right to join the Union or the right not to join the Union.

Section 5. Right to Views: Nothing contained in this Article shall be construed to deny or restrict any rights a teacher may have under law.

Section 6. Right to Financial Information: The School District, upon written request, shall provide all financial information as required by PELRA.

Section 7. Notice of Annual Assignments:

Subd. 1. Employees shall be notified prior to May 15 each year, when possible if there is a change to their assignment the following year. Teachers will be required to review their pay and benefits in the online payroll system and notify HR of any discrepancies within 2 weeks after the first payroll of the school year or the first payroll following the date of employment.

Subd. 2. Any co-curricular positions not filled through the voluntary process will be assigned in accordance with the procedures in Article VIII.

Section 8. Vacancies: Vacancies mean an opening due to reasons such as resignation, termination, or the creation of a new position. When the School District determines that a bargaining unit position is vacant and is to be filled, then it must first check to determine if there is any qualified teacher on unrequested leave or returning from leave to fill the position. In the event that the School District determines that there is a vacancy, notification of the vacancy posted for at least five (5) work days prior to final selection of a teacher for the vacant position. The School District reserves the right to fill the vacancy on a temporary basis pending the posting process. In addition, during the summer months, the School District shall mail a copy of the notification to all teachers who have provided to the School District a written request each year by June 1 and stamped, self-addressed mailing envelopes for each notification regarding vacancies in their areas of licensure. All applicants shall be promptly notified of the results of the selection process. The Union recognizes that the School District retains

the right of personnel selection as stated in Article V, Section 1.

Section 9. Personnel Files: All items which become part of a teacher's personnel file must indicate the date on which the material was placed in the file and a copy forwarded to the teacher. Upon written request, at least twenty-four hours in advance, a teacher or an authorized representative may examine the teacher's personnel file during normal business hours under the direct supervision of a representative of Human Resources. Personnel files may not be removed from the Human Resources office. An authorized representative must provide the School District with written permission from the teacher authorizing examination of the teacher's personnel file prior to such review taking place. The teacher or authorized representative shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information, including date of submission in response to any material contained therein.

Section 10. Dropping a Teaching License: All teachers employed by the School District shall be required to give written notice before dropping a teaching license. The notice must be provided to Human Resources in writing by February 1 of the school year prior to potential assignment in that area of licensure.

Section 11. Resignation Notification:

PELSB can take disciplinary action against a teacher's license if the teacher does not teach for the full contract period.

Probationary teachers have until July 1 (before the school year starts) to resign unilaterally. After that time, and until the school year ends, the school board must accept the resignation for the teacher to avoid possible discipline.

Continuing contract teachers must provide written resignation notification prior to April 1. Such written resignation by the teacher is effective as of June 30 if submitted prior to that date. The teachers' right of resignation for the school year then beginning shall cease on July 15. Teachers will be held to their position until a suitable replacement is hired.

Section 12. Teacher Progressive Discipline:

The School District shall have the right to impose discipline on teachers. Disciplinary action will normally take the following course:

1. A documented verbal warning or a documented verbal reprimand (during which the administrator will advise the teacher a "verbal warning" is being issued.)
2. Written warning or reprimand.
3. Disciplinary suspension of one day or more without pay.
4. Termination/discharge from employment, pursuant to M.S. 122A.40.

Disciplinary actions by the School District shall include the actions noted above and normally in the order listed; except in cases of a serious magnitude.

An administrator will schedule a meeting to notify the affected teacher that the School District is taking disciplinary action against him or her. The affected teacher shall be

informed 24 hours in advance of the reason for the meeting except in cases of a serious magnitude.

Except for verbal warnings, discipline may be appealed using the grievance process. Termination/ discharge is subject to the provisions of Minnesota Statutes section 122A.40.

The School District will obtain the dated signature of the affected teacher on any written notice of disciplinary action. The teacher shall cooperate in providing his/her signature. This signature acts as verification that the teacher has received the written notification. The signature does not indicate agreement by the teacher with the contents of the written notification.

ARTICLE VII BASIC SALARY SCHEDULE

Section 1. Salary Schedule:

Subd. 1. Teachers shall be compensated in accordance with the basic salary schedule, attached hereto as SALARY SCHEDULE 2021-2022 and incorporated as a part of this Master Agreement, to be effective as of the beginning of the 2021-2022 school year.

Subd. 2. Teachers shall be compensated in accordance with the basic salary schedule, attached hereto as SALARY SCHEDULE 2022-2023 and incorporated as a part of this Contract, to be effective as of the beginning of the 2022-2023 school year.

Subd. 3. In the event a successor Master Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time as a successor Master Agreement is fully ratified.

Section 2. Status of Salary Schedule:

A teacher's basic salary schedule income shall become effective as of the date specified by the teacher's individual employment contract.

Section 3. Employment Status: Teachers covered by this Master Agreement shall be defined as full-time or part-time.

Subd. 1. "Full-time teachers" shall be defined as teachers who are issued individual teaching contracts for a full duty day and a full school year.

Subd. 2. "Part-time teachers" shall be defined as personnel who are issued an individual teaching contract for less than a full duty day or less than a full duty year.

Section 4. Original Salary Schedule Placement:

Subd. 1. Teachers who are newly employed by the School District shall be placed on an experience increment of the basic salary schedule as agreed upon by the

teacher and the Human Resources.

Subd. 2. Teachers who are newly employed by the School District shall be placed on the proper educational lane of the basic salary schedule.

Section 5. Teachers Who Have Terminated Employment:

Subd. 1. Teachers who have resigned from employment with the School District and are reemployed shall be considered “newly employed” and shall be placed on the basic salary schedule in accordance with Section 4. of this Article.

Subd. 2. Teachers who have resigned from employment with the School District to engage in a public service activity and who are reemployed shall be given, for the purposes of experience increment advancement on the basic salary schedule, full credit for time engaged in the public service activity.

a. “Public service activity” shall be defined as service with the Peace Corps, VISTA, National Teacher Training Corps, or advanced training resulting from a scholarship.

b. Teachers employed under the provisions of this subdivision shall be reinstated with all unused sick leave accumulated at the time of resignation.

Section 6. Education Increments: For the purpose of educational lane advancement on the basic salary schedule the following conditions shall apply:

Subd. 1. Credits earned for basic salary schedule lane advancements must be relevant to the teacher’s assignment and, have the written approval of Human Resources prior to taking the course.

Subd. 2. Approved credits earned for basic salary schedule lane advancement shall be sponsored by the National Council of Accreditation of Teacher Education or by approval of Human Resources.

Subd. 3. The salary schedule credits are in semester credits.

Subd. 4. Approved credits earned for basic salary schedule lane advancement between the BA and MA lanes, shall be at the graduate school level.

Subd. 5. Following placement on the MA lane, approved credits for basic salary schedule educational lane advancement shall be:

- a. At the graduate level or approved by Human Resources.
- b. Earned after placement on the MA lane.

Subd. 6. Educational lane placement shall be made effective as of September 1 or February 1.

- a. Teachers requesting educational lane advancement shall request such advancement by filing written application with the Human Resources Director prior to September 1 or February 1.
- b. To be valid, an application must include evidence of Human Resources approval of the credits, transcript of records (or a written statement from the instructor that the course was satisfactorily completed, and must be verified on an official transcript within 90 calendar days). Failure to meet the 90-day deadline will result in the loss of lane change for that date.

Section 7. Performance Increments: Following original placement on the basic salary schedule a teacher may advance on the salary schedule as outlined in the annual QComp plan and in accordance with the following.

Subd. 1. Full-time teachers may advance one (1) performance increment on the Salary Schedule the first scheduled contract day of the following school year unless they actually teach less than a semester or its equivalent natural break (for example: first quarter to third quarter) due to an unpaid leave of absence.

Subd. 2. Pro-rated teachers may advance one (1) performance increment on the Salary Schedule the beginning of the following school year unless they actually teach less than a semester or its equivalent natural break (for example: first quarter to third quarter) due to an unpaid leave of absence.

Subd. 3. Upon receiving continuing contract, performance increments will be paid according to the salary schedule specific increments listed below:
Amount for performance increments:

11-14 \$3,500

15-19 \$7,000

Subd. 4. Additional School District performance increments will be paid according to the salary schedule specific increments listed below:
Amount for performance increments within District 286:

20-24 \$9,700

25-Up \$10,700

Subd. 5. Continuing contract teachers are eligible to receive a one-time only \$500 reimbursement toward tuition or fees towards an approved program such as, but not limited to, an "M.A.," "National Board Certification," "Ph. D.," or "Ed.D." program.

Subd. 6. Upon obtaining an Ed. Specialist Degree, a teacher will receive a \$1500 annual stipend. Upon receiving the National Teacher Certification, a teacher will receive a \$3000 annual stipend. Teachers holding degrees or certifications for less than the full year will be pro-rated. Certificates required for the positions will not be additionally compensated.

Subd. 7. Speech/Language clinicians who successfully complete the Certificate of Clinical Competence (CCC) will be awarded an additional lane credit each year the certification is maintained. Occupational Therapists who successfully complete the National Board of Certification in Occupational Therapy (NCCOT) will be awarded an additional lane credit each year the certificate is maintained. Social Workers who successfully complete the Licensed Independent Clinical Social Workers License (LICSW) process will be awarded an additional lane credit each year the license is maintained. School Psychologists who successfully complete the National Certified School Psychologies (NCSP) process will be awarded an additional lane credit each year the license is maintained. School Nurses who successfully complete the National Certified School Nurse (NCSN) process will be awarded an additional lane credit each year the license is maintained. Counselors who successfully complete the Licensed Professional Clinical Counselor (LPCC) process will be awarded an additional lane credit each year the license is maintained. The additional payment will be pro-rated based on FTE and work year. Certificates required for the positions will not be additionally compensated.

Payments will be divided equally across scheduled payroll dates.

Section 8. Withholding of Education or Performance Increments:

Subd. 1. Notwithstanding the provisions of Section 6. and 7. of this Article, the School District reserves the right to withhold performance and/or education increment advancement and/or a salary schedule increase on the basic salary schedule and/or 403B matching fund number for cause.

Subd. 2. Prior to withholding the performance and/or education increment advancement and/ or a salary schedule increase, the School District shall give written notification and a specific period of time to reach expected standards, during which time counseling shall be given.

Section 9. Extended Duties:

Subd. 1. The period of individually contracted time beyond the teacher duty year shall be compensated at the teacher's daily contracted salary for each contracted, normal duty day.

Subd. 2. Teachers assigned to extra-duty assignments, beyond the teacher duty year or the normal teacher duty day, shall be compensated for such extra-duty assignments in accordance with Schedule B and Schedule C.

Subd. 3. A teacher who consents/agrees to teach an additional class period during

his/her preparation time on a continuing basis will be compensated according to a pro-rated contracted salary for the duration of the assignment. The salary will be determined by the number of daily classroom periods.

Section 10. Salary Deductions: Teachers who have received approval of the Superintendent to be absent from duty without pay, as provided by Article X, Section 7, shall have deducted from their basic salary schedule incomes amounts equal to the period of absence from duty.

Subd. 1. For each duty day of approved, unpaid absence, a deduction of the employee's daily rate shall be made.

Subd. 2. For each duty hour of approved unpaid absence a deduction of the employee's hourly rate shall be made.

Section 11. Basic Salary Schedule Compensation: Pro-rated teachers shall be compensated in accordance with their experience and education placement on the basic salary schedule, in a pro-rated amount based on the number of individually contracted duty hours and/or the number of individually contracted duty days.

Section 12. Salary Payments: A teacher's basic salary schedule income shall be paid in increments following the payroll calendar. All payments will be made via direct deposit. All payroll payments will be paid according to the posted payroll schedule date. Teachers have the option to receive all of their summer pay checks on the last payroll check in June. Changes need to be submitted to payroll in writing prior to April 20.

Section 13. Job Sharing:

Subd. 1. Job Sharing is defined as the practice of two teachers sharing one full-time (1.0 FTE) teacher position.

Subd. 2. Any two properly licensed, continuing contract teachers may apply for a job sharing position. Job sharing may be voluntary, and individual employment contracts will be half time as agreed upon between the teacher and the building principal/director of special services. No more than two job share teams per building, per year will be permitted. Job share teachers shall not be gainfully employed in another teaching position during the hours of the work day during the duration of the arrangement.

Subd. 3. Teachers wishing to share a position will make application through the building principal or director of special services to the Superintendent. Initial and renewal applications must be submitted in writing by February 1 for the subsequent school year. Approval or denial shall be communicated in writing to the applicants no later than May 1. The decision to deny a job sharing application is not subject to the grievance procedure. Specific reasons must be given for not renewing a job share position.

Subd. 4. Each job sharing agreement will be in effect for one school year and may be renewed with the approval of both teachers and the School District. At the

conclusion of the school year, each job share teacher shall return to employment in the following school year at the same FTE level in effect before the job sharing began, unless one or both of the teachers are placed on unrequested leave of absence, pursuant to relevant provisions of this Master Agreement and state law.

Subd. 5. Duties will include shared responsibilities for services normally provided by full-time teachers. During the job sharing school year, the job share teachers shall:

- a. Jointly teach the first three (3) student contact days and the last two (2) student contact days of the school year.
- b. Attend all parent/teacher conference days, inservice days, and all School District and building staff development days without additional salary.
- c. Attend open houses and other School District functions as determined by the appropriate administrator.
- d. Ensure that adequate communication occurs between the two participating teachers, the parent/guardian, the students, and other teachers.
- e. Attend meetings on each teacher's scheduled workday and communicate information and directives to the other teacher in a timely fashion within 24 hours.
- f. In the event that one of the job share teachers becomes ill or disabled or takes a leave of absence of any kind for an extended period of time, the other teacher will perform all the teacher functions and responsibilities for that job share position during the period of illness, disability, or leave. Job sharing teachers will be paid on a pro-rata basis when they substitute for their job share colleague. Time must be entered by the employee and approved by the principal.

Subd. 6. Compensation for each teacher participating in the job share will be based on the rate established in the Agreement for that teacher's appropriate lane and step on the teacher salary schedule. Days of service in this assignment will accrue toward future salary step advancement as defined in the Master Agreement. For purposes of benefits, each position shall receive benefits pro-rated as pro-rated teachers, based on their respective FTEs.

- a. Teachers in job sharing positions will retain their seniority dates. They shall earn seniority the same as any other teacher.
- b. Job share teachers shall retain benefits accrued prior to the job share arrangement.

Section 14. Part-time Teaching Option: The Superintendent at its sole discretion may grant a part-time teaching option to a teacher in accordance with M.S. 354.66.

Section 15. Teacher on Special Assignment: The Superintendent will determine the number of

positions to be filled with TOSA based on the needs of students, teachers, and/or the School District. Upon creation of the position, the Union will be notified.

Subd. 1. To be eligible, teachers must meet the following criteria:

- Be fully licensed by PELSB.

Subd. 2. Positions will be filled according to the following procedure:

- The School District shall develop a position description for each TOSA position.
- All TOSA positions will be posted through the normal district posting process.
- The School District will select a teacher with the skills required to meet the needs of the position (as specified in the position description).
- Positions may or may not be continued beyond one school year. Site and/or School District need and/or written evaluation of the TOSA will determine if the positions are continued.

Subd. 3. Due to the nature of the special assignment, work hours may extend beyond the normal parameters of the duty day/year according to the Master Agreement. Therefore, TOSA will be compensated as follows:

- Appropriate step and lane placement.
- Any additional compensation will be provided in the form of extended days/ time and will be granted based on pro-rated salary.
- All compensation and benefits as stipulated in the Master Contract.

Subd. 4. At the end of assignment, a TOSA shall retain the right to return to their original teaching positions or one for which they are licensed. A TOSA may not elect to return to teaching positions in the middle of a school year if no position is available. Such a move will be subject to mutual agreement between the School District, the Union and the teacher.

Subd. 5. TOSA must retain licensure from PELSB. TOSA shall retain the full protection of all provisions of the Master Agreement.

ARTICLE VIII CO-CURRICULAR ASSIGNMENTS AND COMPENSATION

Section 1. Schedule B and C:

Subd. 1. The assignment of co-curricular activities will be made by the School District on a volunteer basis, provided the teacher is qualified to perform the activity.

Subd. 2. The School District reserves the right to assign qualified teachers to co-curricular activities in the event qualified volunteers are not available. Such assignment will be considered independent of the individual employment contract for the purpose of permitting a teacher or the School District to

terminate the extra assignment portion of the employment contract by serving written notice of such intent at least 90 days prior to the first day of intended contractual service or such other date as may be legally applicable. Following such resignation, the School District may reassign the teacher for one additional year if a suitable replacement is not found.

Subd. 3. Teachers performing the duties and responsibilities of the co-curricular activities established by Schedule B and C, shall be compensated in accordance with Schedule B and C.

Subd. 4. Vacant positions compensated under Schedule B and C, shall be posted.

Subd. 5. Absence due to illness or injury shall not be charged against sick leave.

Section 2. Compensation: Teachers who receive payment under Schedule B and C will receive pay in equal payments during the season/assignment. Payment will be made in the year in which it is earned.

Section 3. Split Stipend: Teachers who agree to share responsibility for co-curricular activities will be paid based upon pro-rata responsibility.

Section 4. Dropped Licensure: For co-curricular assignments requiring a license, teachers intending to drop that license shall notify the School District by Feb 1 of the year preceding the school year the license will be dropped.

ARTICLE IX BENEFITS

Section 1. Definitions:

Eligibility: Unless otherwise specified, to be eligible to participate in and receive the School District's contribution for the benefit programs established by this Article, a teacher must be performing services within the School District at a minimum of a .5 FTE. The District contributions for eligible teachers performing services for less than the normal duty day will receive pro-rata benefit contributions. A long-term substitute contracted for less than 93 days is not benefits eligible under their agreement. If the contract is for more than 93 days he/she shall be eligible for health and dental benefits only at the same District level contribution as outlined in the Master Agreement.

Enrollment: Unless otherwise specified, enrollment in the benefit plans specified in this Article shall be through an annual open enrollment period, as a new hire, as a newly eligible employee or due to a qualifying event. (A qualifying event may include, but is not limited to a birth, adoption, marriage, divorce, death or change in employment status.)

Payroll deduction: Where applicable the monthly premium costs in excess of the School District's contributions identified in this Article shall be paid for by the teacher through payroll deductions.

Coverage start and end dates: Unless otherwise specified and where applicable, teachers who complete a full school year will be covered by the insurance programs specified in this Article for the period of September 1 through August 31. If the first duty day begins September 1 or later coverage will begin on the first day of the month following the first duty day and continue through August 31. Teachers separating from employment during the school year will be covered through the end of the calendar month of their last duty day.

Insurance and Benefit Specifications: The District shall ensure proper and appropriate benefits are in place pursuant to this Agreement and shall have final approval for the selection of insurance companies and programs offered. During the term of this Agreement, the aggregate value of insurance and benefits identified in this Article shall not be reduced unless mutually agreed upon by the Union, except changes required by law.

Claims Against the School District: The School District’s only obligation is to purchase insurance policies and pay such amounts as agreed to herein. No claims shall be made against the School District as a result of a denial of insurance claims by an insurance carrier.

Section 2. Group Health Insurance:

During the term of this Agreement, the School District shall contribute towards the premium cost for eligible and enrolled teachers in the group health insurance plan adopted by the School District. Premiums are subject to annual changes. Premiums in excess of the District contribution are the responsibility of the employee and will be made through payroll deduction. The School District shall contribute on a monthly basis per the following chart:

	Single	Family
\$300 Deductible	\$565.83	\$1,280.00
\$1500 HRA	\$519.44	\$1,280.00

Section 3. Group Dental Insurance:

During the term of this Agreement, the School District shall contribute towards the monthly premium cost for eligible and enrolled teachers in the group dental insurance plan adopted by the School District. Premiums are subject to annual increases. Premiums in excess of the District contribution are the responsibility of the employee and will be made through payroll deduction. For the 2021-2023 benefits period, the district will contribute up to \$405 annually to single or family dental insurance.

Section 4. Group Life Insurance:

During the term of this Agreement, the School District shall pay the annual premium cost for eligible and enrolled teachers in the group life insurance plan adopted by the School District. The group term life insurance plan provides \$50,000 in coverage for

each enrolled teacher. The plan includes AD&D (accidental death and dismemberment) coverage.

The District paid group life insurance coverage provides \$50,000 in coverage for employees only. The teacher may, at their own expense, purchase an additional \$30,000 OR \$50,000 of additional coverage at the same group rate without providing evidence of insurability. This provision will only be in effect if 50% of the teachers choose to participate. If less than 50% of the teachers choose to purchase additional coverage, evidence of insurability is required. The additional coverage purchased by the teacher will be paid through a payroll deduction.

A teacher may purchase at his/her own expense Life and AD&D insurance for his/her spouse and/ or child(ren) in \$5,000 increments. Evidence of insurability is required for this coverage. Premium will be made through payroll deduction each month.

Section 5. Long Term Disability (LTD) Plan:

During the term of this Agreement all full-time eligible teachers shall contribute, at his/her own expense, to the long-term disability plan adopted by the School District. The premium cost, paid to the employee by the District for LTD coverage, will be considered income and taxed as such to the individual teacher. The LTD premium will be made through a payroll deduction.

Section 6. Tax-Sheltered Annuities:

During the term of this Agreement, the School District shall provide procedures for full-time and pro-rate teachers to be individually enrolled in tax-sheltered annuity program(s).

The District will contribute to the individual's plan per the below schedule upon the teacher's enrollment in an eligible investment program. The selection of tax sheltered annuity options is subject to the vendor's signature on a Universal Vendor Agreement with the District's third-party administrator for annuity services and the participation of at least five (5) teachers with that vendor. Payroll deductions will be made for individual selections. This provision only defines the maximum limits of the District's participation in the selected program and a teacher may elect to contribute more than the District match.

The District's matching funds shall be awarded as follows: Upon obtaining continuing contract with the district, teachers will be eligible to receive a matching fund contribution based on their years of teaching experience. Each subsequent year of experience will add one (1) to the matching fund numbers.

Defined Contribution Plan 403(b) Matching Number	Annual District Matching Contribution
0 – 3 years of experience	\$ 0
4 – 12 years of experience	\$ 1,250
13 – 20 years of experience	\$ 1,750
21+ years of experience	\$ 2,250
Maximum Annual Match	\$ 2,250

Section 7. Flexible Spending Account:

During the term of this Agreement, the School District shall provide procedures for teachers to be enrolled in a healthcare and/or daycare flexible spending account.

Annual health care and childcare maximum contributions are subject to IRS regulations. Pre-tax deductions will be taken through payroll deductions. These accounts are funded entirely with employee dollars.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave: An annual sick leave allowance of up to 93 hours shall be granted to all full-time and pro-rated teachers as of the first day of the school year. Teachers working less than 193 days will receive a pro-rated number of sick leave hours. These hours shall subsequently be earned as follows:

<u>Days Worked:</u>	<u>Sick Leave Hours Earned:</u>
193	93

If a teacher resigns or has been placed on an unrequested or unpaid leave of absence and has used more sick leave than has been earned, the value of hours owed shall be deducted from the teacher’s final payment.

Under extenuating circumstances the School Board may grant additional sick leave in accordance with M.S. 122A.40 subd.12.

Subd. 1. Sick leave may be used for absences caused by personal illness, injury or disability or for other absences specifically established by this Article.

Subd. 2. Annual sick leave, which is unused, may be accumulated from school year to school year to a maximum of 1472.5 hours of unused sick time.

Subd. 3. In the event of an illness or injury that causes a teacher to be absent for an extended period of time, the teacher must apply for the long-term disability insurance once he/ she becomes eligible to receive this benefit. Teachers who are absent from duty because of disability (including pregnancy, childbirth, and related medical conditions), illness, or injury in excess of their accumulated sick leave shall be paid the difference between a daily substitute’s pay and the teacher’s basic salary schedule income, not to exceed the 30 consecutive calendar day maximum.

Subd. 4. The School District reserves the right to request a teacher to provide medical evidence of disability, illness, or injury. Failure to provide such evidence shall result in the loss of sick leave for the period of absence. Continued absences without evidence shall result in loss of pay and may result in dismissal.

Subd. 5. Teachers requesting the use of sick leave shall provide proper notification as early as possible and no later than 5:30 a.m. when possible. Teachers failing to give such notice, except in the event of an emergency, shall be

subject to a full salary deduction for the period of absence.

Subd. 6. Sick leave will be deducted from the teacher's accumulated total. Sick leave time may be requested and used in half or full day increments.

Subd. 7. Employees may use accumulated sick leave for absences due to the illness of an employee's family member for such reasonable periods as the employee's attendance with the family member is necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness. Family members include employee's child, spouse, mother, father, sibling, grandchild, grandparent, stepparent, legal guardian, mother-in-law, father-in-law, or person for whom the employee is a legal guardian.

Subd. 8. Religious observances are absences covered under this article. Religious observances must be requested and approved by Principals/ Supervisors and will be deducted from sick leave.

Section 2. Bereavement Leave: Full-time and pro-rated teachers may be absent to a maximum of five (5) duty days per school year, to make arrangements for and/or attend the funeral in the event of a death in the teacher's immediate family. One (1) day out of these five (5) duty days per school year may be used for attendance at the funeral of a friend. Additional days may be granted at the discretion of the Superintendent.

Subd. 1. Immediate family shall be defined as the teacher's spouse, mother, father, child, grandparent, grandchild, sister, brother, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or a person for whom the teacher is a legal guardian.

Subd. 2. Teachers requesting bereavement leave shall follow building processes to notify their building principal or immediate supervisor 24 hours in advance and no later than 6:00 am giving reason(s) for the absence. Bereavement leave time may be requested and used in half or full day increments

Subd. 3. Bereavement leave will not be deducted from a teacher's accumulated sick leave for the following family members only: mother, father, teacher's spouse/life partner, sibling, child, grandparent, and in-laws.

Section 3. Emergency Leave: Full-time and prorated teachers may be granted, with the approval of the District, one (1) day per school year to be used to conduct personal business which cannot otherwise be performed outside of the duty day or in the event of a personal emergency.

Subd. 1. Examples of the use of emergency leave, which may be approved are court appearances, estate settlements, funerals not covered by Section 2 of this Article, or an automobile mishap in which the teacher is involved. Other requests will be considered on their individual merits.

Subd. 2. Teachers requesting emergency leave shall make such request to their

building Principal at least twenty-four (24) hours in advance of their absence, except in the event of a personal emergency. Approval or denial of the request by the Superintendent shall be made, and communicated to the teacher's building Principal, prior to the requested absence.

Subd. 3. Emergency Leave, as described in this Section shall be deducted from sick leave. Emergency leave time may be requested and used in half or full day increments.

Section 4. Professional Leave: Full-time and pro-rated teachers may be absent from duty, subject to the prior, written approval of the supervisor, for the purpose of a school visitation, other professional growth activity, or the attendance at an educational workshop or conference. Teachers absent from duty because of an approved professional absence shall be paid their daily basic salary schedule income for each duty day of absence.

Section 5. Jury Duty and Subpoenas:

Subd. 1. Full-time and pro-rated teachers required to appear for jury duty or subpoenaed as a witness by a court of law for a case in which the teacher is not a defendant or a plaintiff during the school year will be paid the teacher's daily basic salary schedule income.
The teacher will reimburse the School District the jury duty or witness fees, excluding mileage and expenses.

a. Teachers selected for jury duty shall notify the building principal after being notified of their selection. Upon summons to jury duty, the teacher shall submit a copy of the summons to Human Resources.

b. The teacher shall report for duty on the duty day immediately prior to, and the duty day immediately following the last day of jury duty.

Section 6. Injury on Duty:

Subd. 1. Upon the request of a full-time or pro-rated teacher who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the teacher from Workers' Compensation and the teacher's daily contracted salary to the extent of the teacher's accumulated sick leave.

Subd. 2. When a teacher is injured on the job and collecting workers' compensation insurance as well as drawing on sick leave and receiving full salary from the School District, such salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days pay not covered by

insurance will be deducted from accrued sick leave. Such payment shall be paid by the School District to the teacher only during the period of disability.

Subd. 3. Teachers not electing to supplement workers' compensation benefits by a sick leave deduction shall receive only the workers' compensation benefits and shall not be deducted sick leave for the period of absence.

Subd. 4. In no event shall the additional compensation paid to the teacher by virtue of the sick leave deduction result in the payment of a total daily, weekly, or monthly compensation that exceeds the contracted salary of the teacher.

Subd. 5. In the event a teacher is unable to perform regular teaching responsibilities as a result of an on duty assault, the first ten days of absence shall not be deducted from sick leave. Additional days may be granted at the discretion of the superintendent. The School District reserves the right to require and pay for a medical evaluation verifying the disability.

Section 7. Absence Without Pay:

Subd. 1. Teachers may be granted absences without pay to a maximum of seven (7) duty days per school year. Requests for absence without pay shall be made in writing at least three calendar days in advance of the date of absence, provided, that the three (3) calendar day notice may be waived by the Superintendent in cases of personal emergency.

The approval of requested absence without pay shall be at the sole discretion of the Superintendent.

Subd. 2. Teachers absent from duty, except as provided by this Article, shall be considered to be absent without pay for the period of absence and may result in disciplinary action up to and including termination.

Section 8. Personal Leave:

Subd. 1. An annual personal leave allowance of three (3) duty days shall be granted to all full-time and pro-rated teachers as of the first day of the school year to conduct personal business without stating the reason for the request. Such absences will be deducted from accumulated sick leave. No more than four (4) teachers may be absent at one time from each building due to use of personal leave. Sites with fewer than 20 teachers shall have no more than one (1) teacher absent at one time due to the use of personal leave.

Subd. 2. Personal days must be requested one week (5 school days) prior to the date of the absence. The principal or designee will inform the teacher if the request is approved or not three (3) school days prior to the requested date.

Subd. 3. Personal days may accumulate to a maximum of five (5). Up to two (2) unused personal days may carry over from one year to the next.

Subd. 4. Personal leave time may be requested and used in half or full day increments.

Subd. 5. Personal days utilized during the first two weeks or the last two weeks of the school year must be pre-approved by the superintendent.

Section 9. Sabbatical Leave of Absence:

Subd. 1. A sabbatical leave of absence for up to one (1) year may be granted by the School Board to a teacher for the purpose of professional advancement, subject to the conditions listed below:

- a. The allowance granted to a teacher on sabbatical leave shall be based on 1/2 of the basic salary schedule income of the teacher for the term of the leave. In special cases and upon written request by the teacher, the School District may consider paying 75% of the teacher's sabbatical year salary. The year following, the School District would deduct 25% of the teacher's sabbatical year salary. Payments shall be made on the regular pay schedule.

Example 1: Using 1/2 of the contracted salary rate:

2015-2016 - teacher paid on 9th step of the Salary Schedule.

2016-2017 - teacher on sabbatical would be paid 1/2 salary of the 10th step of the salary schedule.

2017-2018 - teacher having returned from sabbatical would be paid on the 10th step of salary schedule.

Example 2: Using the 75% of the contracted salary rate:

2015-2016 - teacher paid on 9th step of the salary schedule.

2016-2017 - teacher on sabbatical would be paid 75% of salary on the 10th step of the salary schedule.

2017-2018 - teacher having returned from sabbatical would have the School District deduct 25% of 2016-2017 10th step salary rate. The teacher would be paid the difference between the deduction and the 10th step salary rate of this year's Salary Schedule.

- b. Upon the expiration of the sabbatical leave of absence, a teacher shall be returned to the teacher's former position or to a position of like nature and status for which the teacher is certificated unless previously discharged or placed on unrequested leave of absence.

c. Upon expiration of the sabbatical leave and return to teaching duties the teacher shall be placed on the basic salary schedule in accordance with the following:

1. During the year of the sabbatical leave, the teacher shall advance one (1) increment from the position the teacher held at completion of the previous school year.
2. Upon returning from sabbatical leave, the teacher will remain on the same experience increment position the teacher was on during the sabbatical leave.
3. Thereafter the teacher shall progress on the basic salary schedule in accordance with Article VII, Section 7.

Subd. 2. During a sabbatical leave of absence a teacher shall retain tenure, insurance, accumulated sick leave, and all other accrued benefits provided by this Contract.

Subd. 3. Teachers granted sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the sabbatical allowance.

Subd. 4. Requests for sabbatical leaves of absence shall be subject to the following conditions:

- a. The teacher must have taught for seven (7) full years in the School District.
- b. Written application for the sabbatical leave must reach the Superintendent's office by February 1 of the school year prior to the start of the leave.
- c. Recommendations for the sabbatical leave must be presented to the School Board by the Superintendent by March 15 prior to the start of the leave.
 - d. A teacher who has requested a sabbatical leave of absence which has been recommended by the Superintendent and approved by the School Board shall submit by April 1 prior to the start of the leave evidence of admittance to the college or university and/or the approved program of study. A travel program may be contingent upon college credit for the same and shall be submitted by April 1 prior to the start of the leave.
 - e. A maximum of one (1) sabbatical leave per school year may be granted by the School Board.
 - f. The granting of the sabbatical leave may be contingent upon the ability of the School District to secure a satisfactory substitute.
 - g. Teachers granted a sabbatical leave shall pledge themselves by signature to teach in the School District for two (2) full school years following the termination of the leave, unless waived by the School Board. If the teacher's service is discontinued for any reason other

than the his/her inability to teach or because of waiver by the School Board before the expiration of the two (2) years, the teacher shall pay back to the School District a pro rata amount of the sabbatical salary and fringe benefits in relation to amount of the two (2) full school years not completed.

h. If an allowable sabbatical is not used in one year, it may be added to the allowable number, totaling two, the next year. The School Board retains the prerogative of granting two sabbaticals one year at the expense of the one the following year.

Section 10. Pregnancy/Maternity, Parental, Adoption and Child Care Leaves:

All leaves in this section must be requested in writing from the building principal and Human Resources three months prior to the beginning of the leave.

Subd. 1. Pregnancy/Maternity Leave: In conformance with the Minnesota Human Rights Act and the Pregnancy Discrimination Act disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

Pregnancy/Maternity Leave shall begin and end on a mutually agreed upon date between the teacher and the school board. Length of the leave shall not exceed six weeks without a physician's verification of extenuating circumstances.

Subd. 2. A pregnant teacher who is unable to perform teaching duties and responsibilities due to disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, is eligible to use sick leave in accordance with Article X, Section 1, and long term disability leave in accordance with Article IX, Section 5.

Subd. 3. Parental Leave: Following the birth of a teacher's child, the non-birthing parent is entitled to up to ten (10) consecutive business days, to be with the co-parent and child/children. These days are deducted from sick leave.

Subd. 4. Adoption Leave: Up to thirty (30) days of sick leave may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

Subd. 5. Child Care Leave: A teacher who wishes to request a leave of absence for purposes of child care may request an unpaid leave of absence. A requested leave may be up to 12 months. Upon delivery/ adoption during the second semester, child care leave may be extended through the following school year. The school board may adjust the beginning or ending of the leave so the dates of leave occur during a natural break in the school year.

Subd. 6. Additional child care leave may be granted at the discretion of the School Board for special circumstances.

Section 11. Military Leave: Military leave shall be granted by the School District pursuant to applicable State and Federal laws.

Section 12. Union Leave:

Subd. 1. Teachers who are elected or appointed to a full-time position with the Union or one of its affiliates may request in writing an unpaid Union Leave of Absence.

Subd. 2. The School Board shall grant such requests for an unpaid Union leave of absence in accordance with M.S. 179A.07, Subd. 6.

Subd. 3. Upon return to duty following the expiration of the unpaid Union leave of absence, the teacher shall be reinstated to his/her former position or to a similar position for which the teacher is certificated. The teacher shall retain tenure, seniority, salary, and fringe benefits which had accrued prior to taking the Union leave unless previously terminated or placed on unrequested leave of absence.

Subd. 4. Teachers failing to return to duty at the expiration of an unpaid Union leave of absence shall be considered to have resigned, unless the leave has been extended by the School Board.

Section 13. Unpaid Leave of Absence:

Subd. 1. Teachers may request in writing an unpaid leave of absence no later than February 1 of the year preceding the proposed leave. Exceptions to this date will be considered on a case-by-case basis. The disposition of such requests shall be at the sole discretion of the School Board. The duration of said leave shall be agreed upon between the School District, the teacher and the Union, but shall not exceed one school year. A teacher, while on an unpaid leave of absence, shall not take employment as a teacher in another school district.

Subd. 2. A teacher on an unpaid leave of absence as outlined in this section shall not receive salary or benefits. However, the teacher may continue participation in group insurance plans as outlined in Article IX. Time on unpaid leave of absence shall not be counted toward advancement on the salary schedule. Teachers failing to return to duty at the expiration of an unpaid leave of absence shall be considered to have resigned, unless the leave has been extended by the School Board based on a written request for extension by the teacher.

Section 14. Continuation of Insurance: Teachers on an approved leave of absence as established by Section 11 - Subd. 5, Sections 12, 13, or 15 of this Article may continue to participate in the group insurance plans identified in Article IX, by paying the full monthly premium of

the group insurance plans in advance each month.

Section 15. Extended Leave of Absence: The school board may approve an extended leave of absence. An extended leave of absence is a leave that has been authorized by an employer for a period of at least three years but not more than five years. Written application for this leave must be submitted to the school board by February 1 for the subsequent year, for board action. Exceptions to this date will be considered on a case-by-case basis. This leave is subject to the parameters of MS. Sections 122A.46 and 354.094.

Section 16. Sick Leave Pool:

Subd. 1. Use: A sick leave pool is available for use by a teacher experiencing a long term chronic or catastrophic illness of the individual teacher or a member of their immediate family (limited to spouse, life partner, parent, child, or other for whom they are the legal guardian) on a case-by-case basis. In order to qualify for use of the sick leave pool, a teacher must have exhausted all sick leave days available to him/her.

Subd. 2. Request: Request for use of the sick leave pool days must be made in writing to the Sick Leave Committee. Complete FMLA paperwork must be provided to the District upon application for use of the sick leave pool.

Subd. 3. Sick Leave Committee: The Sick Leave Committee will consist of the Superintendent, HR Director, and one teacher from each building. Majority approval of the Sick Leave Committee members is required. In case of a tie, the sick leave pool request will be denied. In such case, an appeal may be made to the HR Committee of the School Board.

Subd. 4. Approval/Denial: Approval or denial of use of the sick leave pool will be made by the Sick Leave Committee and given in writing within 5 working days to the teacher requesting the use and to the President of EMBC.

Subd. 5. Donations: In order to donate days to the pool, a teacher(s) must have a minimum of 465 hours of sick leave accumulated. A teacher may voluntarily donate up to 40 hours of his/ her accumulated sick leave to the pool per year.

Subd. 6. Maximum Donation: A maximum of 775 hours may be donated to the pool in a school year. In the event there is additional need for the sick leave pool, the request should be submitted to the Superintendent who upon consultation with the School Board and the Sick Leave Committee will make the decision.

Subd. 7. Carryover: Any unused days in the sick leave pool shall not be returned to the teachers who contributed. Unused days will not be carried over to the next year.

Section 17. Unused Sick Leave

Subd. 1. 403b/ 457 Contribution: Upon accumulating more than 465 sick leave hours,

licensed staff may choose to contribute any additional hours (up to a maximum of 38.75 hours per year) to an existing deferred compensation account, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District.

- A. Unused sick leave hours will be compensated at a rate of \$13.50 per hour. The sick leave days used for the District contribution shall be deducted from the teacher's accumulated sick leave.
- B. The teacher shall submit a ~~written~~-request to the payroll manager by June 1, specifying the dollar amount of the employee's contribution. The District matching contribution shall be spread over 24 pay periods, starting September 15 of the following school year.
- C. Teachers who contribute unused sick leave to their deferred compensation plan and subsequently need to request from the sick leave pool shall have their sick leave pool request reduced by the previously contributed hours.

Subd. 2 Retiree Insurance: When a licensed staff member becomes eligible for retirement, the staff member may choose to apply unused sick leave to purchase health insurance coverage on the district group medical plan. The School District shall contribute an amount per month toward the monthly premium cost of single medical insurance equal to the single contribution amount as noted in Article IX, Section 2.

- A. One year of single coverage on the group health insurance for 63 days (488.25 hours) unused sick leave.
- B. Two years of single coverage on the group health insurance for 126 days (976.5 hours) unused sick leave.
- C. Three years of single coverage on the group health insurance for 190 days (1,472.5 hours) unused sick leave.

ARTICLE XI DUTY HOURS, DAY, AND YEAR

Section 1. Duty Day: The normal duty day for full-time teachers shall be 7-3/4 consecutive hours, including a thirty-minute (30), duty-free lunch period. The specific duty hours may vary by building according to the educational program of the School District.

Subd. 1. During the normal duty day teachers may be assigned to classroom or non-classroom responsibilities by their building Principal or the Superintendent.

Subd. 2. Meetings may be called by building principals, directors, or the Superintendent which may extend beyond the normal duty day, such as IEP, child study, parent meetings, teacher meetings, grade level meetings, curriculum meetings, etc.

Subd. 3. Teachers may be assigned responsibilities to perform outside of the normal duty day by their building principal or the Superintendent. Every effort will be made to provide 24- hour notice for these situations.

Subd. 4. For every twenty-five (25) minutes of teaching, five (5) minutes will be provided for planning as per M.S. 122A.50.

Section 2. School Year: Pursuant to M.S. 120A.40 and M.S. 120A.41 the School District shall establish the number of school days and teacher duty days for the following school year or years, as may be required by law.

Subd. 1. Teachers shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and pursuant to the authority, has determined to conduct such.

Subd. 2. The teacher duty year for full-time teachers shall consist of 193 days, which may be scheduled as follows:

- 170 to a maximum of 180 student contact days,
- 10 days to be used for In-service Days, Professional Development Days and Teacher Planning Days,
- 1 Flex Day
- 8 Holidays

Holidays: The following eight holidays are provided with pay: Labor Day, Thanksgiving, Friday after Thanksgiving, December 25th, New Year's Day, Martin Luther King Day, President's Day, Memorial Day.

In-service Days: Pre- and post-school year for dissemination of procedural information, to include items of priority to the district.

Professional Development Days: The means by which educators acquire or enhance the knowledge, skills, attitudes, and beliefs necessary to create high levels of learning for all students.

Teacher Planning Days: Teachers' time for grading, reporting, planning and/or teacher led collaboration.

Flex Day: Required duty day for licensed staff used to prepare classrooms and / or prepare for students for the school year. May be used at the discretion of teachers providing all tasks are completed by the first day of school.

Subd. 3. Newly hired teachers shall be employed 197 days during the first year of their individual employment contract. The equivalent of three (3) days will be scheduled by the School District prior to the start of school and will be used for the purpose of orientation and support. The fourth day or its equivalent may be used for attending workshops, working with mentors, or working on graduation standards outside of contract hours. In subsequent years, the teacher shall be

contracted for 193 days.

Section 3. Special Education Due Process Days: To remain in compliance and complete all necessary due process work in a timely manner, special education teachers shall be provided additional hours up to an equivalent of three (3) due process days each school year.

Subd. 1 Due process days must be requested one week (5 school days) prior to the date to the Director of Special Services, stating the intended outcome(s).

Subd. 2 The Director of Special Services must approve or deny the due process day request a minimum of three (3) school days prior to the requested date.

Subd. 3 Teachers will be compensated at their hourly rate of pay for the additional due process time up to a maximum of three days per school year or 23.25 hours.

ARTICLE XII HEALTH STANDARDS

Section 1.

Subd. 1. Prior to employing a teacher, the School District shall have the right to require the prospective teacher to provide medical evidence of a physical examination, which attests to his/her ability to perform job duties and responsible. If required, the cost of the physical examination shall be paid for by the School District.

Subd. 2. The School District shall have the right to require a teacher to provide medical evidence of her/his ability to perform teaching duties and responsibilities. The medical authority shall be agreed to by the Superintendent and the teacher, and the expense of such examination shall be the responsibility of the School District.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Definitions: A “grievance” shall mean an alleged violation or disagreement as to the application of the Contract by a teacher, which may be processed as hereinafter provided.

Subd. 1. The word, “teacher,” except where otherwise indicated, shall mean any licensed professional employee covered by this Contract. The word, “teacher,” may include a group of teachers who are similarly affected by a grievance.

Subd. 2. An “aggrieved teacher” shall mean the teacher or teachers making the claim.

Subd. 3. “School Board” shall mean the School Board of the School District.

Subd. 4. “Grievance committee” shall mean the three (3) member committee whose members are determined by the Union.

Subd. 5. Extension shall mean the time limits provided in this Article may be extended by written agreement of the parties.

Subd. 6. Reference to days regarding time periods in this procedure shall refer to week days, which are defined as Monday through Friday, excluding holidays designated by state law.

Subd. 7. In computing any period of time prescribed or allowed by procedures herein, the date of the act shall not be included. The last day of the period so computed shall be counted.

Subd. 8. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period. The notice or document will also be considered timely if it is sent via a properly addressed email within the applicable time period.

Section 2. Representation: The grievant(s), building principal, Superintendent or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Time Limitation and Waiver: Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 4. Adjustment of Grievance: In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the Grievance Committee, or the teacher's building principal or with the building principal accompanied by a member of the "Grievance Committee," with the objective of resolving the matter informally. The Union may refuse to file a grievance or appeal a grievance to the next level if, after investigation, it believes the complaint lacks merit.

Subd. 1. Level I: In the event the matter is not settled informally, the grievant may present the grievance in writing to the building principal of the school involved within five (5) days after the discussion, setting forth the facts, specific provision(s) of the Master Agreement allegedly violated, and the particular relief sought with a copy to the "Grievance Committee Chairperson." This filing must be within twenty-one (21) days after the event or reprimand giving rise to the alleged violation. The building principal shall, within five (5) days of the receipt of the written grievance, render a decision and the rationale in writing to the grievant, with a copy to the "Grievance Committee Chairperson."

Subd. 2. Level II: If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days from the Subd. 1. meeting, the grievance may be transmitted within five (5) days to the Superintendent or his/her designee. Within ten (10) days of receipt of the grievance, the Superintendent shall meet with the grievant and/or a designated representative to seek a resolution of the grievance. Within seven (7) days of the meeting the Superintendent shall present a written decision to the grievant with a copy to the "Grievance

Committee Chairperson.”

Subd.3. School Board Review: The School Board reserves the right to review any decision issued under Subd. 1. or Subd. 2. of this procedure, provided the School Board or its representative(s) notifies the grievant and the Union of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Subd. 4. Level III: If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been rendered in accordance with Subd. 2. Level II, the grievant shall, within five (5) days, file the written grievance with the School Board. The School Board, no later than its next regular meeting or within fourteen (14) days, whichever shall be later, shall meet with the grievant and the “Grievance Committee.” The School Board and the grievant retain the right to have legal counsel present. Within fourteen (14) days following this meeting the School Board shall render its written decision. A copy of the decision shall be provided to the grievant and to the “Grievance Committee Chairperson.”

Section 5. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 6. Arbitration Procedures: If the grievance is not resolved, based on the procedure established by Section 4 of this Article or if no disposition of the grievance has been made within the period provided by Section 4., Subd. 3. of this Article, the grievance may be submitted to arbitration as hereinafter provided.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision of Section 4., Subd. 3 of this Article.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with Section 4 of this Article.

Subd. 3. Selection of an Arbitrator: If the parties cannot mutually agree as to the arbitrator within ten (10) days from the date of notification that arbitration will be pursued, either party may request the Bureau of Mediation Services (BMS) to submit a list of arbitrators, providing that such request is made within ten (10) days from the date of notification that arbitration will be pursued. Selection of this single arbitrator will be made in accordance with the BMS rules. The failure to request arbitration from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon selection of the arbitrator, the appealing party shall within five (5) days forward to the arbitrator, with a copy to the School District, the submission which shall include the following:

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

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with presenting its cases in arbitration. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction:

- a. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.
- b. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Master Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the School District and the Union and shall have no authority to make a decision on any other issue not so submitted.
- c. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The

arbitrator's decision shall be submitted, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision is binding on both the School District and the Union subject to the limitations as provided in the PELRA and shall be based solely on the arbitrator's interpretation or application of the express terms of this Contract and to the facts of the grievance presented.

Subd. 8. Implementation of Award: An arbitrator's award which upholds a teacher's grievance shall be implemented within thirty (30) calendar days from the date the School District received the award, subject to the School District's right to have the award clarified, modified, or vacated pursuant to Minnesota law MS 572B.20, 572B.23, and 572B.24.

Subd. 9. Continuation of Grievance: Notwithstanding the expiration of this Master Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 7. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator, or to any situation in which its application would be considered unlawful retaliation or reprisal.

ARTICLE XIV UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10, and the Article represents the agreed upon plan for the School District for placing teachers on unrequested leaves of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by the consolidation of school districts. Before initiating proceedings under the provisions of this Article, the School District shall notify the Union of the School Board's intention to place teachers on unrequested leave of absence.

Section 2. Definitions: For the purpose of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. "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" shall mean a teacher who, in addition to the state license, has a major in the

subject matter or field taught and, as solely determined by the School District, has successfully had teaching experience in such subject matter or field within the past five (5) years.

Subd. 3. “Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as School District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment as determined by the School District.

Subd. 4. “Position” shall mean teaching assignments for which the teacher has acquired continuing contract rights and holds appropriate licensure.

Section 3. Unrequested Leave of Absence: Teachers on the seniority list may be placed on unrequested leave of absence by the School Board because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for a period of three (3) years, after that 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 Department 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. 1. Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions: 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a “Intensive Support Plan” as provided for in the “Teacher Evaluation and Peer Review Process” required in M.S. 122A.40, Subd. 8. 2) 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 that the teacher is employed. 3) The district also reserves the right to retain teachers in whom the School District has invested School District funds to send to specialized training (e.g., teaching Project Lead the Way or College in the Schools, College Now courses, mentoring, Teacher on Special Assignment (TOSA) positions created by the School District, etc.).

Subd. 2. Teachers placed on unrequested leave of absence shall receive written notice no later than July 1 of the school year prior to the commencement of such leave with reasons stated.

Subd. 3. This section shall not apply if its application will result in any violation of the School District’s Equitable Access Plan which shall include ethnicity, race, color, or sex; and any teacher employed per this plan 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 the Equitable Access Plan.

Subd. 4. 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.

Section 4. Replacement Rights: Any teacher, who is or is about to be placed on unrequested leave of absence, may elect to exercise their right to displace any teacher lower on the seniority list who is employed in a position for which both are licensed.

Subd. 1. Replacement rights may be exercised only if written notice is received by the School Board from the teacher within ten (10) calendar days from the date of receipt of certified notice of employment opportunities and placement on unrequested leave of absence.

Subd. 2. Any teacher so displaced and about to be placed on unrequested leave of absence shall be notified in writing and afforded the rights in Subd. 1 above.

Section 5. Status While on Leave: Any teacher placed on such leave may engage in teaching or any other occupation during such period. Teachers placed on unrequested leave of absence shall have the following rights:

Subd. 1. Accumulated earned sick leave shall be "frozen" as of the end of the school year in which the teacher was placed on unrequested leave of absence.

Subd. 2. The teacher may participate in the group insurance coverage provided in this Agreement for which the teacher is qualified by paying 100% of the premium cost in advance each month.

Subd. 3. Such leave shall not impair the tenure of a teacher or result in loss of seniority credit for previous years of service.

Subd. 4. Such leave shall not impair the right to receive unemployment compensation, if eligible.

Subd. 5. The teacher may engage in teaching or any other occupation during the period of an unrequested leave of absence.

Subd. 6. The teacher on unrequested leave of absence shall have the right to reinstatement for a period of three (3) years from the date of being placed on unrequested leave of absence.

Section 6. Recall: No new teacher shall be employed by the School District while there is available, on unrequested leave of absence, a teacher who is qualified to fill the "vacant position." A vacant position shall be defined as a vacancy resulting from a resignation,

death, discharge or creation of a new position.

Subd. 1. Temporary Replacement: The School District shall have the right to fill any vacant position from any source on a temporary basis pending completion of the recall procedure.

Subd. 2. Available Positions: A teacher placed on unrequested leave of absence shall be recalled, as positions become available, to the position from which the teacher was placed on leave or, if not available, to any other vacant position for which the teacher is qualified. Reinstatement shall be in the inverse order of placement on unrequested leave of absence.

Subd. 3. Notice: Notice of recall by the School District shall be complete upon mailing such notice by certified mail (return receipt requested) or delivered by personal service. If mailed, the notice will be addressed to the last known address provided by the teacher to the office of the School District. This notice shall contain the date of return to duty.

Subd. 4. Acceptance of Recall: A teacher shall notify the School District in writing within fourteen calendar days after the date of the receipt of the notice of recall, indicating either acceptance or rejection of the recall notice. Failure to accept the recall within the (14) fourteen day period shall constitute waiver on the part of the teacher regarding the position(s) offered.

Section 7. Termination of Rights: A teacher's rights, as established by this Article, shall terminate upon:

Subd. 1. Resignation

Subd. 2. Retirement

Subd. 3. Discharge pursuant to M.S. 122A.40, Subd. 9 and Subd. 13.

Subd. 4. Failure to return at the expiration of a leave of absence or any authorized extension thereof.

Subd. 5. Failure to give written notification to the School Board accepting recall within fourteen calendar days after the date of receipt.

Subd. 6. At the expiration of three (3) years from the effective date of an unrequested leave of absence without recall.

Section 8. Seniority Date: A teacher's seniority date shall be based upon total years of experience in the School District commencing with the date of School Board approval of the teacher's individual employment contract, including periods of employment outside the bargaining unit in a position requiring licensure and during periods of time on an approved leave of absence as provided by Article X and Article XIV.

Subd. 1. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination

pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by the School Board without actual interruption of teaching service.

Subd. 2. Tier 1, Tier 2 and probationary teachers shall have no seniority.

Section 9. Seniority List: The School District shall prepare from its records a seniority list of tenured teachers which shall contain the seniority date, area(s) of licensure, and teaching experience with the School District by position.

Subd. 1. The School District shall provide the Union with and distribute to all teachers a copy of the seniority list on or before November 15 of each school year.

a. If there is a concern about the seniority list placement, staff should contact Human Resources (HR). Concerns need to be brought to HR within 10 working days of its posting and if the concern is not addressed within 10 additional working days by HR, then a teacher may file a grievance.

b. In the absence of a grievance being filed within twenty-one (21) calendar days from the date of posting, the seniority list established shall be conclusively deemed to be correct.

c. Tier 3 and 4 teachers shall be placed on the seniority list upon completing their probationary period.

Section 10. 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 11. Procedure: Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14., and, therefore, shall not be subject to the grievance procedure.

ARTICLE XV RETIREMENT

Section 1. Retirement Notification

Written notification to the school district of intent to retire must be received by the Superintendent no later than March 1st of the school year in which they are intending to retire. If needed, an extension may be granted by the Superintendent.

Section 2. Insurance Benefits for Retirees

Subd. 1. Teachers who reach the age of 55 and have taught in the district for a

minimum of 10 years shall have the option to participate in the group's single medical insurance program until the retiree is eligible for Medicare. The School District shall contribute an amount per month toward the monthly premium cost of single medical insurance equal to the single contribution amount as noted in Article IX, Section 2., Employees hired after July 1, 2007 shall not be eligible for this benefit.

Subd. 2. Teachers who reach the age of 55 and have taught in the district for a minimum of 10 years shall have the option to participate in the group's family medical insurance program. The School District shall contribute an amount per month toward the monthly premium cost of family insurance equal to the single contribution amount as noted in Article IX, Section 2. The balance of the monthly insurance premium shall be paid in advance by the retiree. Employees hired after July 1, 2007 shall not be eligible for this benefit.

Subd. 3. Once the retiree reaches Medicare eligibility or upon death of the retiree, or when district contributions toward insurance premiums are exhausted, the retiree, and/or the spouse and dependents of the retiree may continue with medical insurance under the School District plan as allowed by COBRA and Minnesota Statute 471.61. However, the retiree or spouse shall pay the full monthly insurance premium in advance for single or family coverage.

Section 3. Early Retirement Incentive: A teacher who became a TRA member prior to July 1, 1989, has been employed in the district a minimum of 15 years, and is within five years of qualifying for the Rule of Ninety benefit may choose to take up to a five (5) year extended leave "window to retirement" as provided by TRA policy covering Extended Leave. That is, a teacher may request an extended leave of absence for up to five years and would be allowed to retire at the end of any school year during the leave or in the year when the teacher qualifies for the Rule of Ninety. The School District will pay the district's share of the TRA contribution during this leave. While on this leave, a teacher will receive insurance benefits in accordance with Article IX, Section 2.

The non-retiring teacher's share of TRA will be paid by the School District in accordance with MS 354.094, Subd. 1. This contribution to TRA will be based upon the salary recognized by TRA during the last year of employment.

While the teacher may retire during this leave, they are expected to retire at the conclusion of the leave. If the teacher chooses not to resign at the end of the leave and return to service, they must repay all contributions for TRA and insurance to the district as a pre-condition to being reinstated to active employment with the district.

Upon retirement the teacher is eligible for benefits as outlined in Article XV of the teachers' contract if they qualify for such benefits.

Written notification to the school district of consideration to request this type of leave must be received by the Superintendent no later than February 1st of the

school year in which they are requesting the leave with confirmation of intent by May 1st of the same year. If needed, an extension may be granted by the Superintendent.

ARTICLE XVI DURATION AND PLEDGE

Section 1. Term: This Master Agreement shall become effective upon full ratification (retroactive to July 1, 2021 unless provided otherwise herein and shall remain in full force and effect through June 30, 2023, and shall renew automatically, except as modified or terminated in accordance with the provisions of this Article.

Section 2. Effect of Master Agreement: Any and all prior Agreements, resolutions, practices, policies, rules, or regulations regarding the “terms and conditions of employment,” to the extent they are inconsistent with the provisions of this Agreement, are hereby superseded.

Section 3. Waiver: The Union and the School Board mutually acknowledge that, during the negotiations which resulted in this Agreement each had the opportunity to make demands and proposals regarding the “terms and conditions of employment” for teachers. All understandings and agreements arrived at by the Union and the School Board during their negotiations are fully and completely set forth in this Master Agreement.

Section 4. Procedures: Between 60 and 120 calendar days prior to the expiration of this Agreement, either the School Board or the Union may serve a “Negotiations Notice” for the purpose of entering into a successor Agreement. The party giving notice on the other party of desire to modify this Agreement shall, within 30 calendar days, set forth proposed modifications sought by the party. Negotiations with respect to proposed modifications shall commence at any time after such proposed modifications have been given.

Section 5. Power to Negotiate: The School Board and Union mutually pledge that their representatives shall have the power and authority to make proposals, consider proposals, and make tentative agreements.

Section 6. Mileage: All teachers who may be required by the School District to use their own vehicles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate allowed by the IRS for all required driving on approved school business. Reimbursement of the new IRS rate will be effective the first of the month following the announcement of the new rate.

This section intentionally left blank


ENTERED INTO on this 13th day of September 2021 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives:


FOR THE SCHOOL DISTRICT:


FOR THE UNION:

DocuSigned by:

9F70770619CB4CA...
Chair
School Board

DocuSigned by:

6C3AC509257416...
President
Union

DocuSigned by:

5763BEE4121E94F7...
Clerk
School Board

DocuSigned by:

A11E057E140B...
Negotiations Chair
Union

Salary Schedule 2021-22											
Performance Increment	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(12)
STEP	BA	BA10	BA20	BA30	BA40	MA	MA10	MA20	MA30	MA40	PhD/EdD
(1)	41,596	42,236	43,303	44,263	46,369	46,974	47,566	48,758	49,948	51,145	54,145
(2)	42,844	43,503	44,601	45,494	48,540	49,141	49,728	50,925	52,123	53,322	56,322
(3)	44,130	44,808	45,940	47,226	50,712	51,314	51,910	53,104	54,301	55,485	58,485
(4)	45,453	46,152	47,389	49,184	52,991	53,593	54,186	55,379	56,612	57,776	60,776
(5)	46,816	47,537	49,124	51,134	55,268	55,872	56,467	57,664	58,859	60,057	63,057
(6)	48,221	48,963	50,864	53,093	57,563	58,163	58,743	59,942	61,135	62,487	65,487
(7)	49,668	50,699	52,814	55,155	60,057	60,660	61,250	62,438	63,786	65,133	68,133
(8)	49,668	50,699	54,877	57,217	62,718	63,317	63,903	65,251	66,600	67,945	70,945
(9)	49,668	50,699	54,877	61,776	68,406	69,009	69,747	71,092	72,437	73,789	76,789
(10)	49,668	50,699	54,877	61,776	71,652	72,256	73,003	74,334	75,687	78,276	81,276
(11-14)	53,168	54,199	58,377	65,276	75,152	75,756	76,503	77,834	79,187	81,776	84,776
(15-19)	56,668	57,699	61,877	68,776	78,652	79,256	80,003	81,334	82,687	85,276	88,276
(20-24)	59,368	60,399	64,577	71,476	81,352	81,956	82,703	84,034	85,387	87,976	90,976
(25)+	60,368	61,399	65,577	72,476	82,352	82,956	83,703	85,034	86,387	88,976	91,976

* Performance Increments for 20 or more years of service are for in district service years only.

PhD/ EdD lane is \$3,000 more than MA 40 Lane

Salary Schedule 2022-23											
Performance Increment	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(12)
STEP	BA	BA10	BA20	BA30	BA40	MA	MA10	MA20	MA30	MA40	PhD/EdD
(1)	42,428	43,081	44,169	45,148	47,296	47,914	48,517	49,734	50,947	52,168	55,168
(2)	43,701	44,373	45,493	46,403	49,511	50,124	50,723	51,944	53,165	54,388	57,388
(3)	45,012	45,705	46,859	48,171	51,726	52,340	52,948	54,167	55,387	56,594	59,594
(4)	46,362	47,075	48,337	50,168	54,051	54,665	55,269	56,487	57,744	58,932	61,932
(5)	47,753	48,488	50,107	52,157	56,373	56,990	57,596	58,817	60,036	61,258	64,258
(6)	49,186	49,943	51,881	54,155	58,714	59,326	59,918	61,141	62,357	63,737	66,737
(7)	50,662	51,713	53,871	56,258	61,258	61,873	62,475	63,686	65,062	66,436	69,436
(8)	50,662	51,713	55,975	58,362	63,973	64,584	65,181	66,556	67,932	69,304	72,304
(9)	50,662	51,713	55,975	63,011	69,774	70,390	71,142	72,514	73,886	75,264	78,264
(10)	50,662	51,713	55,975	63,011	73,085	73,702	74,463	75,821	77,201	79,842	82,842
(11-14)	54,162	55,213	59,475	66,511	76,585	77,202	77,963	79,321	80,701	83,342	86,342
(15-19)	57,662	58,713	62,975	70,011	80,085	80,702	81,463	82,821	84,201	86,842	89,842
(20-24)	60,362	61,413	65,675	72,711	82,785	83,402	84,163	85,521	86,901	89,542	92,542
(25)+	61,362	62,413	66,675	73,711	83,785	84,402	85,163	86,521	87,901	90,542	93,542

*Performance Increments for 20 or more years of service are for in district service years only.

PhD/ EdD lane is \$3,000 more than MA 40 Lane.

Schedule B- 2021-2023

Filling of Positions

Positions to be filled on the co-curricular schedule shall be posted for a minimum of one week prior to an appointment. Qualified staff will be given the first opportunity to apply for any open position. If the posting does not produce a qualified staff member, the School District may hire from outside the staff.

Athletic Assistant coaches are paid at a rate of 75% the pay of the head coach and at the corresponding experience step for the assistant.

	A	B	C	D	E	F
	Head Basketball Coach	Head Baseball Coach	Head Tennis Coach	Head Coaches for Middle School Athletics	State/ National Competitive Club Advisor (BPA, DECA, Robotics, Debate, Chess etc.)	Class Advisor (Grade 11)
	Head Football Coach	Head Softball Coach	Head Cross Country	Performing Arts Technical Assistant	Centaur Council / Class Advisor (Grade 12)	National Honor Society Advisor
	Head Wrestling Coach	Head Soccer Coach	Musical Theatre Director	Winter Weightlifting	Prom Advisor	Homecoming Advisor
		Head Track Coach	Yearbook	Head Drama	Teacher Leader	
		Head Volleyball Coach	Band	Head Cheer Coach	One Act	
		Competitive Dance		Musical Theater Assistant	Dance	
				Choir		
Step 1	5461	4487	4053	2160	1403	1078
Step 2	5542	4568	4134	2241	1484	1159
Step 3	5623	4649	4215	2322	1565	1240
Step 4	5704	4730	4296	2403	1646	1321
Step 5	5785	4811	4377	2484	1727	1402
Service Award 6+ years	100	100	100	100	100	100

Stipends

Class Advisor (Up to Grade 10)	\$370/year	Elementary Music Concert	\$200 per program
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++21st century club advisors and targeted services positions are paid at an hourly rate and are not a part of schedule B.

SCHEDULE C

	2021-2022	2022-2023
Homebound and Tutoring	\$27.00	\$27.00
Lunchroom Supervisor High School	\$22.00	\$22.00
Licensed Staff Sub Teaching (within school)	\$27.00	\$27.00
Saturday School Teacher	\$29.00	\$29.00
Saturday School Coordinator	\$36.00	\$36.00
Summer School Teacher/Summer Library	\$29.00	\$29.00
Class Trip-elementary	\$89.00/night	\$89.00/night
Professional Development Participant	\$28.00	\$28.00
Staff Development Leader	\$32.00	\$32.00
Ticket taking, selling, scoring, referee, announcer, etc. for games day/night.	\$19.00/28.00/event	\$19.00/28.00/event
Chaperones for Jr. High Dances	\$36.00 per chap. per dance	\$36.00 per chap. per dance
Chaperones for Sr. High Dances	\$52.00 per chap. per dance	\$52.00 per chap. per dance

(Hourly compensation unless otherwise stated)

APPENDIX A: LEAVES REFERENCE CHART

Pg	Ref. No.	Type of Leave	Annual Use Allowed	Can Leave be Accrued?	From Where is Leave Time Deducted?	Purpose of Leave	Is Additional Leave Available?
20	Art. X Sec. 1	Sick Leave	Up to the number of accumulated sick leave hours (93 hours earned each year)	Yes – unused sick leave accumulates	Sick Leave	For personal or dependent child illness, injury or disability or absences specifically established by this article	Yes - School Board may grant additional days M.S. 122A.40
21	Art. X Sec. 2	Bereavement Leave	Five (5) days	No	Sick leave. No deduct for mother, father, spouse/life partner, sibling, child, foster child, grandparent, in-laws for previous family members	Arrangements of attend funeral of family as defined in Article X, Sec. 3, Subd. 1. One (1) of the five may be for a friend	Yes - At the discretion of the Superintendent
21	Art. X Sec. 3	Emergency Leave	One (1) day	No	Sick leave	Personal business which cannot be performed outside the duty day or a personal emergency	No
21	Art. X Sec. 4	Professional Leave	As approved by Superintendent	No	No deduct	Professional Development	N/A
22	Art. X Sec. 5	Jury Duty & Subpoenas	As required	No	Paid the difference between the teacher's daily pay and jury duty or witness fees, excluding mileage and expenses	To fulfill civic duty	N/A
22	Art. X Sec. 6	Injury on Duty	As needed	No	Dependent on circumstances of the injury	To support teacher if injured on duty	No
22	Art. X Sec. 7	Absence Without Pay	Seven (7) days	No	No deduct	Approval at the sole discretion of the Superintendent	No
23	Art. X Sec. 8	Personal Leave	Three (3) days	Two unused days may carry over to the next year. Accumulation to a maximum of five (5) days.	Sick Leave	Personal business without stating the reason	No
23	Art. X Sec. 9	Sabbatical Leave	One (1) year after teaching seven (7) years in district	Up to two years	Special salary arrangements per Article X, Sec. 10, Subd. 1	For advancement professionally - approved by the School Board	No

Pg	Ref. No.	Type of Leave	Annual Use Allowed	Can Leave be Accrued?	From Where is Leave Time Deducted?	Purpose of Leave	Is Additional Leave Available?
25	Art. X Sec. 10	Pregnancy/ Maternity, and Child Care Leaves	As required in accordance with Sick Leave and Long Term Disability	No	Sick Leave	Recovery from disability caused or contributed to by pregnancy, childbirth or related medical condition	Yes
25	Art. X Sec. 10	Parental Leave	Ten (10) days at the time of birth	No	Sick Leave	Care of spouse and child/ children	Yes
26	Art. X Sec. 10	Adoption Leave	Thirty (30) days	No	Sick Leave	Preparation and legal reasons, necessary travel and initial adjustments	No
26	Art. X Sec. 10	Childcare Leave	Twelve (12) Months	N/A	Unpaid Time	Care of child/ children	Yes - School Board may grant additional time
26	Art. Sec. 11	Military Leave	Pursuant to applicable State and Federal laws	N/A	Unpaid time	Any teacher drafted or enlisted in military service	No
26	Art. X Sec. 12	Union Leave	Not specified	No	Unpaid time	For teachers who are elected or appointed to a full-time position with Union or one of its affiliates	No
26	Art. X Sec. 13	Unpaid Leave of Absence	One (1) year	No	Unpaid time	Upon written request at the sole discretion of the School Board	Yes - School Board may grant additional days
27	Art. X Sec. 14	Continuation of Insurance	Teachers on approved leave of absence established by Section 11, Subd. Sections 13,14,16	N/A	N/A	Participation in group insurance plans identified in Article IX, by paying full monthly insurance premiums in advance each month	N/A
27	Art. X Sec. 15	Extended Leave of Absence	At least three (3) years but not more than five (5) years	No	Unpaid time	Written application to School Board by Feb. 1 for subsequent year. Exceptions considered case by case.	No

**Memorandum of Understanding Between
Education Minnesota Brooklyn Center and
Independent School District #286**

QUALITY COMPENSATION AGREEMENT

Education Minnesota Brooklyn Center and Independent School District #286 have agreed to implement an annual compensation system. The specific details are addressed in the Q-Comp Plan. This MOU represents consensus between ISD #286 and Education Minnesota Brooklyn Center.

It is agreed between ISD #286 and Education Minnesota Brooklyn Center that for the life of this agreement, the Q-Comp Plan will serve as accepted contract language.

If, at any time, the financial support for this Q-Comp plan, funding that exists outside the general fund of Brooklyn Center, were to be withdrawn in part or in total this portion of the Master Agreement shall become null and void, unless otherwise agreed upon by the parties.

The Q-Comp plan will be reviewed at the end of each school year. This agreement will become null and void, unless otherwise agreed upon by the parties.

The following regulations will govern the implementation and management of the Brooklyn Center Q-Comp Plan.

COMPONENTS OF BROOKLYN CENTER'S Q-COMP PLAN

Performance Bonus:

An incentive paid to teachers from Q-Comp dollars per FTE upon evidence of satisfactory student achievement gains at the classroom (IGDP), PLC team goal, site reading and math goals as well as summative teacher performance that meets minimum required standards on the district rubrics as outlined in the Q-Comp plan.

Performance Increment:

A salary increase negotiated within the "Master Agreement" and awarded as of the first duty day of the school year, based on previous on-time submission of an Individual Growth Development Plan and its results, participation in a Professional Learning Community throughout the school year, and reach the minimum required standards on the summative performance rubric in the Q-Comp plan.

Q-Comp Advisory Board:

The oversight committee of the Q-Comp Plan will be called the Q-Comp Advisory Board. It will consist of 4 licensed staff (2 primary and 2 secondary) as chosen by the district hiring (Q Comp plan stated) process, 1 licensed administrator, 1 school board member, and 1 EMBC Executive board member and will be established to recognize, support and reinforce effective teaching through the Q-Comp Plan. Service on the Advisory Board will be a two year commitment.

The Advisory Board will meet monthly, at minimum, throughout the school year and will participate in the Q-Comp program annual review process.

Appeals Process:

The district appeal process is in place to ensure that licensed staff experience an equitable and transparent process which handles performance evaluation appeals consistently, objectively and efficiently while maintaining high standards for licensed staff performance. It is vital that the interests and well-being of licensed staff as well as students are properly safeguarded. The district also realizes that there is a need for sound evidence and procedural fairness.

A performance appeal made to the Quality Compensation (Q Comp) Appeals Committee is a formal request by a licensed staff member for the review of a decision affecting his or her Q Comp performance bonus payout and base salary increase. You must be able to show why the decision you are appealing against does not represent your true overall performance. Ideally, it is recommended that your concern be shared first with your assigned administrator. The appeal needs to be submitted within ten business days of your notification of your summative score. An appeal based on a subjective scoring decision will not be considered.

An appeal can be made for the following technical reasons:

- Where there may have been procedural, organizational, or other irregularities in the process of an evaluation or supervision that may have had an adverse effect on performance progress.
- A decision by administration regarding the performance rubric believed to be incorrect, not in terms of judgment.

PROCESS:

1. Email or submit a hard copy Quality Compensation Appeal Form to the district Human Resources Director.
2. Within ten business days of receiving the statement, the Education Minnesota Brooklyn Center Q Comp representative (EMBCQC) will schedule a meeting with you to discuss the situation.
3. At that meeting, provide the following information:
 - A. Reason for your appeal.
 - B. Documentation of the discrepancies of your performance and the rubric rating assigned to you by the administrator.

- C. Documentation of directives given by administration regarding improving your performance.
 - D. Documentation of related conditions and situations.
4. The EMBCQC will submit the information to the Appeals Committee to determine if the appeal proceeds with merit or if the appeal is denied. This decision will occur within ten business days. The Appeals Committee consists of two administration representatives (not from your site), the EMBCQC, and one licensed staff member of the Q Comp Advisory Board (not from your site), all appointed by the Q Comp Advisory Board.
 5. If the appeal is to proceed, the EMBCQC will schedule a meeting to be held within ten business days for you to present your appeal to the Appeals Committee.
 6. You will be given 15 minutes to present your appeal and then your administrator/s will be given 15 minutes to address the situation. Time will be provided for questions from the Appeals Committee. A secret ballot decision will be by majority vote. Agreement is reached with a minimum of three out of four votes. In the situation of a tie, the appeal returns to the Q Comp Advisory Board for further discussion and then returns to the Appeal Committee for a second vote.
 7. You will be notified by the EMBCQC of the Appeal Committee's decision, in writing, within three business days of the meeting. The Appeals Committee may vote in favor of the appeal, vote to deny the appeal, or recommend another course for resolution. The Appeals Committee decision will be final.

Note: Should it be necessary due to an appeal with a complexity of issues or that persons involved are unavailable to participate as necessary, the timeline may be adapted. You will be notified and consulted for mutual agreement in such a situation.

Withdrawal Clause:

Either Independent School District #286 or Education Minnesota Brooklyn Center has the right to withdraw from Q- Comp on an annual basis.

Budget Management:

It is understood that the total allocation of Q-Comp dollars from the state fluctuate annually based on the language contained in Minnesota Statute and the total number of students enrolled in Brooklyn Center Schools.

An annual Q-Comp budget is established collaboratively by district leadership and the Q-Comp coordinator. The budget is approved by the Q-Comp advisory board annually.

Teacher Leaders:

- Q-Comp Coordinator
- Instructional Coaches
- PLC Facilitator
- Q-Comp Advisory Board Member

Q-Comp dollars will support the employment and/ or stipend of the teacher leaders listed above. The responsibilities, skills and qualifications for the teacher leaders will be outlined on

the official posting. Postings will be internal first, but may be posted externally if necessary. Teacher leaders will be paid at rates defined in the Master Agreement and/or the annual Q-Comp plan.

When a teacher leader term expires the teacher will assume his/her previous assignment if the assignment exists. The teacher may also re-apply for the leadership position at the end of his/her term if he/she has not already served two terms in his/her current position. If a qualified candidate cannot be hired, a person having served two terms may be placed in the role for a period of one additional year.

Q-Comp Coordinator:

Responsibilities:

- Serve for a 3-year commitment and a maximum of two terms
- Collaborate with the Executive Director of Teaching and Curriculum
- Implement and coordinate all component requirements of the Q Comp plan
- Oversee Q Comp budget and planning with Executive Director of Teaching and Learning
- Facilitate Q Comp Department meetings
- Attend Q Comp Advisory Board meetings
- Oversee the work of the Q Comp instructional coaches
- Attend assigned Professional Learning Community meetings
- Coordinate training for Q Comp teacher leader positions
- Collaboratively monitor Professional Learning Communities with site administration
- Compose and distribute related communication to licensed staff, building site administration, Q Comp Advisory Board, and district administration
- Update District Q Comp web page
- Communicate with Minnesota Department of Education Q Comp representative
- Utilize related district and site data collection forms, collect data, and analyze data
- Maintain accurate related planning, informational, and financial records
- Demonstrate exemplary teaching, leadership, mentoring, feedback, and guidance to staff
- Provide professional development to licensed staff for completion of the IGDP process
- Coordinate with administration regarding professional development for licensed staff
- Present professional development for licensed staff as needed
- Collaborate with district and building site administration for staff development needs
- Monitor observation process components
- Utilize in-depth knowledge of CEL 5D+ rubrics and alternative licensed rubrics
- Schedule and conduct assigned observation cycles
- Utilize Cognitive Coaching skills and content focused coaching
- Schedule and cover licensed staff's classroom as needed for observation process meetings
- Model effective teaching practices as needed

- Assist, as assigned, as a resource licensed staff intensive support plans
- Identify research and evidence-based practice resources and/or support
- Support building site administration with curriculum structures and climate
- Participate in district and building site committees as assigned
- Attend professional development trainings as assigned

Skills:

- Inter-disciplinary content knowledge
- Understanding of curriculum development, implementation, and assessment
- Ability to recognize appropriate needs for providing resources and/or support Ability to work creatively and collaboratively with staff
- Mediation of thinking
- Nonjudgmental frame of reference in coaching situations Small and large group presentation abilities
- Effective verbal and communication skills Vocabulary that enriches conversation High confidentiality standards
- Ability to influence student-centered mindsets Problem solving capabilities
- Genuine care and respect for staff and students Self-direction
- Technology integration
- Time-management efficiency

Qualifications:

- District continuing contract licensed staff
- Preferred Cognitive Coaching© training, or similar training Preferred Master's Degree and extensive teaching experience

Instructional Coaches:

Responsibilities:

- Serve for a 3-year commitment and a maximum of two terms
- Report to the Q Comp Coordinator
- Demonstrate exemplary teaching, leadership, mentoring, feedback, and guidance to licensed staff
- Utilize Cognitive Coaching skills and content focused coaching
- Familiarize self with Q Comp district plan
- Familiarize self with licensed staff's IGDPs and professional growth areas
- Utilize in-depth knowledge of CEL 5D+ rubrics and alternative licensed rubrics

- Maintain accurate related, planning, informational, and financial records
- Team with the district Q Comp staff
- Attend Q Comp Board meetings
- Attend assigned PLC meetings
- Schedule and facilitate assigned observation cycles (pre-, observation, post-)
- Schedule and facilitate problem solving coaching sessions as needed
- Utilize district and site data collection forms, collect data, and analyze data
- Schedule and cover licensed staff's classroom as needed for observation process meetings
- Plan a schedule of on-going observations and informal feedback for licensed staff
- Model effective teaching practices as needed
- Consult with administration regarding resource needs for new licensed staff
- Plan and present professional development activities, as needed, per Q Comp Coordinator
- Provide specific instructional support to new-hire licensed staff, as recommended by administration
- Provide specific instructional support to year two and year three licensed staff
- Assist, as assigned, as a resource licensed staff intensive support plans
- Identify research and evidence-based practice resources and/or support
- Support building site administration with curriculum structures and climate
- Participate in assigned district and site committees
- Attend professional development trainings as assigned

Skills:

- Nonjudgmental frame of reference in coaching situations Mediation of thinking
- Inter-disciplinary content knowledge
- Vocabulary that enriches conversation High confidentiality standards
- Ability to recognize appropriate needs for providing resources and/or support Ability to work creatively and collaboratively with staff
- Ability to influence student-centered mindsets Problem solving capabilities
- Genuine care and respect for staff Self-direction
- Time-management efficiency

Qualifications:

- District continuing contract licensed staff
- Preferred Cognitive Coaching® training, or similar training Preferred Master's Degree and extensive teaching experience

PLC Facilitators:

Responsibilities:

- Serve for a one-year commitment
- Report to Q Comp Coordinator and Site Principal
- Facilitate PLC meetings
- Record notes in Google Doc for all PLC meetings with access given to District Q Comp Coordinator, which include: attendance, salient discussion points, decisions made, next steps, person(s) responsible for next steps, and timeline
- Attend PLC facilitator training
- Complete job performance self-reflection rubric and share with Q Comp Coordinator and Site Principal prior to the year-end post- inquiry conference

Skills:

- Ability to plan, guide, and manage group processes
- Group-based problem solving and decision making techniques Motivational abilities
- Objectivity

Qualifications:

- District continuing contract licensed staff Demonstrated teaching proficiency

Q-Comp Advisory Board Members

Responsibilities:

- Serve for a two-year commitment
- Report to Q Comp Executive Board assigned member and Superintendent
- Oversee the Q Comp program processes
- Attend monthly Q Comp meetings
- Participate in Q Comp Advisory Board decision making processes
- Participate in Q Comp program annual review process
- Participate in collaborative hiring process with district administration of Q Comp salaried teacher leader positions, including posting of positions and conducting interviews
- Provide feedback on Q Comp teacher leader salaried positions to be included in annual performance review by administration
- Address licensed staff appeals related to the MOU

Skills:

- Collaborative representation Strategic thinking

Qualifications:

- District continuing contract licensed staff Demonstrated teaching proficiency

Q-COMP PLAN FOR BROOKLYN CENTER:

Alternative Professional Pay:

- Step advancement as outlined in the master agreement.
- Successful observation-cycle summative stipend
- Student achievement stipend(s)
- PLC Facilitator stipend
- Q-Comp Advisory Board stipend

Stipends are not an addition to the base pay and are not permanent. It will be awarded as outlined in the Master Agreement and Q-Comp plan.

Evaluation/Observation:

The observation evaluation cycle is determined annually by Administration, the Teacher Evaluation Team and Q-Comp representation.

ENTERED INTO on this 13th day of September 2021 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives:

FOR THE SCHOOL DISTRICT:

FOR THE UNION:

DocuSigned by:



9F70170609CB4CA...

Chair

School Board

DocuSigned by:



6C3AC5C09F74431...

President

Union

DocuSigned by:



57B3B5F4C1E94F7...

Clerk

School Board

DocuSigned by:



ADEFDE257FE14CB...

Negotiations Chair

Union

Memorandum of Understanding

Between

Brooklyn Center Community Schools

and

Education Minnesota Brooklyn Center

Brooklyn Center Community Schools (BCCS) and Education Minnesota Brooklyn Center mutually agree to the following:

The school district provides a contribution to teachers medical insurance as established in the master agreement. The amount for the single contribution has varied based on the plan selected. The varying contributions to the single medical insurance can impact the decision for a teacher when making their medical insurance selection. Therefore the school district is increasing the amount of contribution for the single medical to be \$565.83 for both plan options. This change will be effective with the new plan year beginning January 1, 2022.

This MOU shall become effective upon signature by the authorized officials from Brooklyn Center Community Schools and the Union. No changes in this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS THEREOF, the parties have signed this agreement this 13

day of December, 2021.

DocuSigned By:
Date: 12/13/2021
Rhonda Mann
DocuSigned By:
Teacher Representative
Ramin Motay
1FF3E058222E448
Teacher Representative

DocuSigned By:
Date: 12/13/2021
Cheryl Jechorek
DocuSigned By:
ISD 286 School Board Chair
Amber
57E3B554C1E9457
ISD 286 School Board Clerk

Carly Zaker
ISD 286 Superintendent

Memorandum of Understanding

Between

Brooklyn Center Community Schools

and

Education Minnesota Brooklyn Center

Brooklyn Center Community Schools (BCCS) and Education Minnesota Brooklyn Center mutually agree to the following:

There has been a greater need for existing staff to serve as substitute teachers in other classrooms during the 2021-2022 school year. To recognize the time of our licensed staff assisting with the teacher shortage, the school district is proposing to increase the in house sub pay rate from \$27.00/ hour on schedule C to \$40.00/ hour. The existing pay practices for split classes will apply but be paid at the higher rate. This pay increase applies to all in house sub assignments November 8, 2021 and after.

This MOU shall become effective upon signature by the authorized officials from Brooklyn Center Community Schools and the Union. No changes in this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS THEREOF, the parties have signed this agreement this 13

day of December, 2021.

DocuSigned By:
Date 12/13/2021
Rhonda Mann
DocuSigned by:
Teacher Representative
Ramin Motay
1FF3E06822E448
Teacher Representative

DocuSigned By:
Date 12/13/2021
Cheryl Jechorek
DocuSigned by:
ISD 286 School Board Chair
Amber
57B3B5F4C1E94E7
ISD 286 School Board Clerk

Carly Baker
ISD 286 Superintendent