

AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT No. 2895
JACKSON COUNTY CENTRAL SCHOOLS
JACKSON, MINNESOTA**

and

**EDUCATION MINNESOTA
JACKSON COUNTY CENTRAL**

**Effective from
July 1, 2021 to June 30, 2023**

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ARTICLE I
PURPOSE

This Agreement is entered into between Independent School District No. 2895, Jackson, Minnesota, hereinafter referred to as the District or School District and the Education Minnesota/Jackson County Central (Ed MN JCC), hereinafter referred to as the exclusive representative pursuant, to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement. The exclusive representative and the School Board agree to follow all Minnesota statutes.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA the School District recognizes Education Minnesota Jackson County Central as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all teachers of the School District as defined in this Agreement and in PELRA.

Section 3. Access to Worksite: Representative of the Union shall have reasonable access to worksites and school facilities to communicate with members, hold meetings, and conduct other business. Such visits shall not interrupt normal work responsibilities.

ARTICLE III
DEFINITIONS

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

Section 2. Teacher: The word "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Deans and Activities Director who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

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

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School District 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 the students of the School District.

Section 2. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved in this Agreement, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V TEACHER RIGHTS

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

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

Section 3. Request for Dues Checkoff: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the School District of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the exclusive representative in 20 equal installments, beginning with the first pay period in September. Such deductions will continue in effect from year to year unless modified by the exclusive representative. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 4. Personnel Files: Pursuant to M.S. 122A.40 and M.S. 181.961, all evaluations and files relating to individual teachers shall be available during regular School District Business hours to the particular teacher upon the teacher's written request. The teacher shall have the right to reproduce any of the contents of his/her file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

Section 5. Discipline:

Subd. 1. Disciplinary Conferences: Teachers are entitled to representation by the exclusive representative when a formal disciplinary conference is being held. Conferences may need to be delayed until a representative is present.

Subd. 2. Disciplinary Withholding of Salary: The School District reserves the right to withhold increment advancement, lane changes, or any other salary increase as the School District shall determine. The School District shall give written notice and the reason for such action prior to the action, and, in the case of an increment being withheld, before the school year ends. Increments will not be withheld without good and sufficient grounds. The notice shall include suggested remedies for improvement and notice that the teacher has 60 days to implement such remedies or the discipline will take effect. A disciplinary action withholding a salary increase shall be subject to the grievance procedure.

Subd. 3. Deductions for Pay for Disciplinary Reasons: A teacher may have pay deducted for cause in an amount up to but not exceeding 50% of the average annual lane increment or the actual increment paid, whichever is applicable. In the event of such violation, the teacher shall be notified in writing and have 5 work days or 10 calendar days, whichever is longer, to request a hearing before the School District. In the event no written request for hearing is made, the teacher shall be deemed to have acquiesced and the deduction shall be made the pay period following the written notice. In the event of an appeal to the School District, no deduction shall be made until either the teacher has acquiesced or the matter has been resolved.

Subd. 4. Suspension without Pay: The School District may suspend teachers without pay for just cause up to, but not exceeding, 3 days. All of the provisions of M.S.122A.40 remain outside of the meet and negotiate process.

Section 6. Personnel Policies: A written statement from the District will be provided for any teacher by the time a contract is offered to the teacher which states the salary, extracurricular pay, and placement on the salary schedule including lane. A copy of the Master Agreement and a copy of the contract shall be given to each new teacher when issued a contract and when revisions are made. Personnel policies are not subject to the grievance/arbitration process.

Section 7. Use of Teachers as Substitutes: Teachers who substitute for an absent teacher will be compensated at \$30.00 per hour/period. If the teacher subs less than 30 minutes, they will be compensated \$15.00. The School District will strive to avoid assigning a teacher to serve as a substitute on consecutive days and during a period other than a prep period. In the event that the school district cannot secure a substitute teacher for a classroom and another teacher(s) become(s) responsible for those students for 30 minutes or more, the compensation will be \$30. For classes of 25 minutes, the compensation will be \$15.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation:

Subd. 1. 2021-2022 Rates of Pay: The salaries reflected in Schedule A shall be effective only for the 2021-2022 school year, subject to the provisions of Section 2 below.

Subd. 2. 2022-2023 Rates of Pay: The salaries reflected in Schedule A shall be effective only for the 2022-2023 school year, subject to the provisions of Section 2 below.

Section 2. Status of Salary Schedule:

Subd. 1. Part of Agreement: The salary schedule is a part of this Agreement but is not to be construed as part of a teacher's continuing contract.

Subd. 2. Merit: The District reserves the right to pay teachers above the schedule for merit.

Subd. 3. Experience: One year of experience will be credited to a teacher who has worked for 120 contract days of the school calendar. This provision is not retroactive.

Section 3. Lane Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District.

Subd. 2. Grade and Credit: To apply on the salary schedule, all credits beyond the bachelor's degree must carry a grade equivalent of "B" or higher. A teacher shall not advance more than 1 lane progression in any 1 school year except when moving to the MA lane; the teacher may move directly in 1 step. Lanes are based on semester credits. If a class uses quarter credits, then 1 quarter credit equals 2/3s of 1 semester credit.

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent, in writing, prior to the taking of the course.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year providing, an official transcript of qualified credits is submitted to the Superintendent's office no later than September 15th and January 15th of each year. Credits submitted by official transcripts after September 15th or January 15th even though otherwise qualifying shall not be considered until the following school year. If an official transcript is not available by September 15th or January 15th, other satisfactory evidence of successful completion of the course will be accepted, pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 5. Lane Change for Salary: A lane change will increase the teacher's current annual salary by \$1,800. Currently employed teachers with BA 30 or higher will be allowed to move to BA 40. Teachers with less than BA 30 will be required to move to an MA for a lane change as of 2021-2023 contract.

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

Subd. 7. Application: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university. Credits from classes to be applied toward the BA+40 and MA+40 lanes will only count if started after this Agreement begins on July 1, 2011.

Subd. 8. Payment of Present Salary: The rules contained in this Agreement relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 9. Prior Experience: The School District will place a new teacher on a salary schedule with experience credited for full teaching experience up to 7 years in other school systems or as agreed between the School District and teacher. This provision is not retroactive.

Subd. 10. Teacher's Salary Checks: Teacher's salary checks will be paid bimonthly on the 15th and the last day of the month. Teachers shall be given the option of choosing to receive their annual salary in 20 equal payments (during the work year) or in 24 equal payments (over the full calendar year).

- a) Teachers must select a payment option prior to the start of their work year. The annual payment option selected shall remain in effect from year to year or until the teacher informs the School District, in writing, of the desire to change payment options for a subsequent year. In no event, shall the payment option of a teacher be changed after the start of the first day of the teacher's work year.
- b) In the event a teacher fails to inform the School District of his/her desired payment option prior to the start of the teacher's work year, that teacher shall be paid in 20 equal payments. (During the work year.)

Subd. 11. Schedule "B" Checks: Coaches and advisors will be paid at the conclusion of their season and/or activity once all forms, equipment, and uniforms have been turned in. A signed voucher must be turned in to the office accompanied by a supervisor's signature. Payment will be made in a separate check. Checks will be written by the last day of October, February and/or May.

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

Section 5. Substitute Teachers: Substitute teachers shall be compensated at a rate not less than School District policy.

Section 6. Teachers on Special Assignment (TOSA):

Subd. 1. Teachers on Special Assignment (TOSA): A currently employed teacher may be assigned to a non-classroom assignment. Such an assignment must be agreed upon by the teacher and the School District. The School District shall have the sole authority to determine which teacher(s) are hired for TOSA positions.

Subd. 2. Openings: TOSA positions will be posted to currently employed teachers. A current Minnesota teaching license will be required in order to substitute or co-teach. The teacher shall continue to receive all compensation, fringe benefits and other contractual benefits. Additional time and/or compensation may be required as per the assignment's job description.

Subd. 3. Seniority: Accrual of seniority shall be unaffected by this assignment.

Subd. 4. Change of Assignment: If either the School District or the teacher wish to end the assignment, notification must be given by March 15th for the following school year.

Subd. 5. Reinstatement: A teacher leaving a TOSA will be reinstated to the position within his/her licensure pursuant to state statute.

ARTICLE VII EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The salaries reflected in SCHEDULE B shall be effective only for the 2021-2022 and 2022-2023 school years.

Section 2. Use of Personal Vehicle and Allowable Expenses:

Subd. 1. Mileage: Mileage for official school business, with prior administrative approval, will be paid at the IRS rate.

Subd. 2. Allowable Expenses: Allowable expenses will be registration, lodging, and meals on authorized school business and shall be verified with the administration by an itemized bill, which will be submitted to the School District for approval. (The District has non-owned and hired car coverage and teachers using personal vehicles are listed as additional insureds.)

Subd. 3. Assignments: Teachers assigned to academic assignments in more than 1 building in the same town will be paid a maximum of \$3.00 per school day in session. The assignments should be at least 1 semester in length. This provision does not include extra-curricular and co-curricular assignments subject to established compensation for such service.

Subd. 4. Travel: Teachers assigned duties in the Lakefield sites and the Jackson sites will be paid the current IRS rate for travel as assigned between the 2 communities as follows:

- a) Start at Lakefield, end at Jackson (12 miles),
- b) Start at Jackson, end at Lakefield (12 miles),
- c) Start at Lakefield, end at Lakefield but travel to Jackson during the work day on assignment (24 miles),
- d) Start at Jackson, end at Jackson but travel to Lakefield during the workday on assignment (24 miles),
- e) Need to turn in travel log with voucher monthly.

Section 3. Extended Employment: Teachers assigned to more than the regular school term shall have their salary prorated from the salary schedule.

Section 4. Fitness Center: The District will provide a free membership to the ISD # 2895 Fitness Center for any teacher covered under this Agreement who joins the fitness center. This provision would end if the District ever eliminates the fitness center.

Section 5. Annual Activity Pass: Each school year, all teachers will receive a free annual activity pass, if they agree to work at 2 activity events during each school year.

Section 6. College-in-the-School Teachers: The purpose of this language is to establish guidelines for the continuance of College in the Schools programming. Based upon needs of the School District for College in the Schools (Concurrent Enrollment), teachers are being asked to earn additional college credit for certification to teach these classes.

The following items will apply only for teachers instructing a college class or requested by the Superintendent to instruct a college course for the School District.

- a) The number of credits and total cost of the certification shall be agreed upon, in advance, by the teacher and the Superintendent. This provision includes any teacher compensation for the cost of tuition, books, mileage, and supplies for the certification as agreed upon by the teacher and the Superintendent.
- b) Possible compensation includes:
 - i. Teachers eligible for lane change(s) will receive their lanes change(s) as the credits are earned. Teachers at the MA+ 40 lane shall also receive a lane change (MA+ 50).
 - ii. \$500 per semester per period taught during the time the teacher is working on earning the said college credits.
 - iii. Use of Minnesota's Education Tax Credit will be used in compensation amounts.
 - iv. Future negotiations item for discussion of adding MA+ 50 to the table for all teachers, not just those that teach a college class.
- c) The teacher agrees to teach College in the Schools (Concurrent Enrollment) for a minimum of 5 years in the District. The teacher shall not be penalized if failure to teach the required class during the 5 year period is caused by School District action.
- d) If the teacher leaves the District, the teacher shall reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the 5 year period.
- e) If the teacher **declines** and the District is able to find a replacement for the College in the Schools assignment(s), after the District has paid for the credits, the teacher shall:
 - i. Reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the 5 year period in which college courses have been taught, and
 - ii. Any change to the teacher's lane placement, based on the additional credits, will be revoked unless the teacher agrees to pay full reimbursement for credits and or degree to the District.

ARTICLE VIII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

The School District has adopted both the Health Reimbursement Account (VEBA) and the Health Savings Account (HSA) for active teachers. Each year, beginning with October 1, 2004, the School District will contribute an amount to 1 of the accounts established in teacher's name. The School District will also make available a major medical health plan with relatively higher deductibles, co-pays and/or co-insurance than may have been offered in the past. These benefits are intended to complement one another. Used appropriately, they will provide the teachers the opportunity to maximize the value of their long-term health coverage. Beginning on July 1, 2015, the District will offer a choice of VEBA or HSA.

The VEBA and HSA Plans for active teachers are made available through the Minnesota Service Cooperatives VEBA and HSA Plan and Trust. This arrangement constitutes a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in the VEBA Plan Summary and the HSA Plan summary.

Subject to the exclusions below, the following group or groups of teachers are eligible to receive School District contributions to their individual accounts: Education Minnesota Jackson County Central

Subd. 1. Source of Funding: The VEBA for active teachers is funded entirely with School District contributions. An HSA can be funded by District contributions and teacher contributions.

Subd. 2 School District Contributions: If teachers are eligible to participate, the School District will make a monthly contribution to individual accounts under the VEBA or HSA for active teachers in accordance with the following schedule: For 2021-2022 and 2022-2023, \$1,222 for each eligible teacher who elects single coverage and \$2,112 for each eligible teacher who elects dependent coverage under the group health plan.

Subd. 3. Single Coverage: The School District shall contribute \$6,098/year for 2021-2023 toward the premium for single coverage of each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 4. Dependent Coverage: The School District shall contribute \$10,329/year for 2021-2023 toward the premium for dependent coverage of full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. In the case of married couples, employed by the District, each teacher is entitled to the full single premium to be applied to dependent coverage.

Section 3. Dental and Vision Insurance: The School District will adopt dental and vision group insurance plans for its teachers. The District will only pay for the administrative fees for these accounts.

Section 4. Claims against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed and on paid status by the School District. Upon termination of employment, all District contributions shall cease except that a teacher who has completed a full school year shall be eligible for 12 months' contribution.

Section 6. Group Life Insurance: The School District shall contribute a sum not to exceed \$67.20 per year for group life insurance protection in the amount of \$20,000 for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's Group Life Insurance Plan.

Section 7. Long-Term Disability: The School District shall carry long term disability insurance coverage at a maximum annual covered salary of \$65,000 for full-time teachers employed by the School District.

Section 8. Long-Term Care Insurance: Teachers may use a portion of their salaries to purchase an individual group Long-Term Care Insurance Policy through payroll deduction. The group Long-Term Care Policy will be selected by the teachers' insurance committee. Teachers must notify the school business office, in writing, at such a time they want to participate in the group plan.

Section 9. Eligibility: Full benefits provided in this article are for full-time teachers. Part-time teachers who are employed half-time or more both as to the hours worked per week and number of days worked in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than half time and substitute teachers shall not be eligible for any benefits pursuant to this article.

ARTICLE IX
MATCHING DEFERRED ANNUITY PROGRAM

Section 1. Annuity Program:

Subd. 1. Eligibility: Matching deferred compensation is available to all regularly contracted teachers in the District. The District will match contributions beginning with the year they are hired as outlined below for full-time teachers. Part-time teachers who teach 50% or more, shall be eligible to participate on a prorated basis to the percentage of time they are employed.

Years of Experience in the District	2021-2022 Yearly Dollar Match by the District	2022-2023 Yearly Dollar Match by the District
0-5 yrs	\$332	\$382
6-10 yrs.	\$665	\$715
11-15 yrs.	\$944	\$994
16-20 yrs.	\$1,340	\$1,390
21-25 yrs.	\$1,609	\$1,659
26 + yrs.	\$2,132	\$2,182

Subd. 2. Designation: Beginning with the 2005-2006 school year, teachers must designate in writing the carrier and the amount of the matched annuity by September 15th of the year of eligibility. The match participation will automatically continue unless the teacher notifies the office in writing by September 15th of the year of change. The teacher must complete a salary reduction authorization prior to any contribution being made. A teacher may complete a salary reduction authorization by the 15th of any month after September 15th, however the teacher will lose 1/12th of the Board's match for every month or fraction of a month they are late. A month will be counted from the 15th of 1 month to the 15th of the next month.

Subd. 3. Unpaid Leave: Teachers on an unpaid leave of absence for more than 30 days shall not be eligible to participate in the matched compensation plan.

Subd. 4. Regulations: This program shall be subject to the regulations of the State of Minnesota, Statute 356.24 and IRS code 457.

Subd. 5. Tax-Sheltered Annuities: Teachers may allocate a portion of their salaries, pursuant to law, for the purchase of an individual and voluntary tax-sheltered retirement income annuity through payroll deduction. Annuity programs or changes to existing programs may begin on October 1 of each school year if written notification is provided to the school business office prior to September 15.

ARTICLE X
REQUESTED LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: All full-time teachers shall earn sick leave at the rate of 15 days for each school year of service in the employment of the School District. Part-time teachers earn sick leave on a pro-rated basis. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of 150 days of sick leave per teacher, except that any teacher who has previously accumulated more than 150 days of sick leave will retain those days. Any teacher whose sick leave credit falls below 150 days shall have a cap of 150 days.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness, injury, or safety which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Extension of Sick Leave Provisions:

- a) Sick leave may also be used in the event of serious family illness within the first degree of kinship of the teacher's family, as approved by the School District. A teacher covered by this Agreement may use personal sick leave benefits provided by the School District for absence due to illness, injury, or medical needs of the teacher's child, including step-child and adult child, for such reasonable periods as the teacher's attendance with the child may be necessary as provided in MS 181.9413. These days, as per law, are to be deducted from sick leave days accumulated by the teacher. Any dispute over a leave contained in MS 181.9413 or an extension thereof shall not be subject to the grievance procedure. First degree of kinship shall mean spouse, son, daughter, father, mother, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law or grandparents-in-law. Step-

children, step-grandparents, and step-grandchildren will also be considered first degree of kinship. A person not in the first degree of kinship but living in the same household as the teacher, whom the teacher is the legal guardian for, shall, for all purposes of this subdivision, be considered in the first degree of kinship. The District may limit the use of sick leave benefits of the teacher to all first degree of kinship, except child, to no more than 20 days in any 12-month period. Other extensions of sick leave may be granted by the Superintendent for unusual circumstances. Those extensions shall not be subject to the grievance procedure.

b) Up to 5 days of bereavement leave shall be allowed in the event of death in the teacher or teacher's spouse's immediate family (spouse, children, son-in-law, daughter-in-law, siblings, parents, grandparents, grandchildren, step-children, step-parents, step-grandparents, or step-grandchildren or other relative living in the teacher's home). Up to 2 days per year shall be allowed in the event of a death not covered in first degree of kinship as referenced in a) above. These bereavement days are to be deducted from sick leave days accumulated by the teacher. Other extensions of sick leave may be granted by the Superintendent for unusual circumstances. Those extensions shall not be subject to the grievance procedure.

Subd. 5. Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, injury, or safety; indicating such absence was due to illness, injury, or safety; in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District.

Subd. 6. Advisement: In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 7. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 8. Approval: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available on the District's email.

Subd. 9. Emergencies: The District will allow for teachers to request use of up to 2 sick days for emergency situations after all personal leave has been used. Approval for this request will only be granted by the Superintendent. These decisions cannot be submitted through the grievance process.

Subd. 10. Sick Leave Bank: By September 15th of each school year, any teacher working in the School District will be allowed to place 1 of their sick leave days in a Teachers' Sick Leave Bank. A Sick Leave Council shall be made up of 1 teacher from each building that are annual members of the bank and 1 member of administration and 1 Board member. The Council will meet monthly to decide on any requests presented to it. Uses of the Sick Leave Bank may be limited to unusual complications, serious non-routine maternity complications and extended medical issues. Decisions made by the Sick Leave Council shall not be subject to the grievance procedure.

Subd. 11. Retirement: The District will pay \$25 per unused day of sick leave at retirement to the retiring teacher who has taught at least 15 years in the District and at least 25 years in education, for up to 150 accrued sick days. The teacher must inform the District by March 1st of the year they plan to retire to receive this provision. All money will be contributed to the teacher's VEBA or HSA. If the teacher does not have either account, the money will be contributed to a Minnesota State Retirement System Post-Retirement Healthcare Savings Plan for the teacher. The School Board will review and have power to veto this language at the end of the 2021-2023 Agreement.

Section 2. Family & Medical Leave:

Subd. 1. Use: Family and Medical Leave shall be granted pursuant to applicable law. The teacher may elect, or the School District may require, the teacher to substitute paid sick leave or paid personal leave otherwise provided under this section. However, nothing in this Agreement shall require the School District to combine leaves for a period of time that exceed the leave required per FMLA.

Subd. 2. Policy: Please refer to School District Policy 410 in regards to the amount of leave to be paid by the District. The District reimburses up to 8 weeks of accrued leave.

Subd. 3. Dispute: Any dispute over a FMLA leave of absence shall not be subject to the grievance procedure.

Section 3. Workers' Compensation:

Subd. 1. Request: Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the teacher and teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.

Subd. 2. Deduction: A deduction shall be made from the teacher's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3. Payment: Such payment shall be paid by the School District to the teacher only during the period of disability.

Subd. 4. Additional Compensation: In no event shall the additional compensation paid to the teacher by virtue of sick leave result in payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.

Subd. 5. Check: A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for the absence.

Section 4. Personal Leave:

Subd. 1. Use: At the beginning of each school year, each teacher will be credited with 3 personal days to be used for the teacher's personal business. Personal leave will not be deducted from sick leave.

Subd. 2. Request: Requests for personal leave must be made, in writing, to the building principal and the Superintendent. The request should be submitted at least 3 working days in advance, except as provided in ARTICLE XIV, Section 4, or unless an emergency or a special circumstance exists. If an emergency or a special circumstance exists, it must be stated on the form.

Subd. 3. Special Circumstance: Personal leave will not be granted for in-service/workshop days, conference days, the day before, or the day after Thanksgiving break, Christmas/winter break, or Easter/spring break, or during the first or last 5 student contact days, except in special circumstances. Emergency and/or special circumstance requests will be considered and must be approved by the Superintendent.

Subd. 4. Carry-over Option: Any balance of 1 day or less will be carried over to the next year for a maximum of 4 days of personal leave per year. The teacher will be paid \$235 per day for any unused personal leave days over the 1 to be rolled over not to exceed a total of 3 days. Personal leave balances will be available online from the School District's Employee Self Service web site.

Subd. 5. Maximum: A maximum of 2 teachers, in any building, may be granted personal leave on a first-come, first-served basis. Additional requests will be considered depending upon the availability of substitutes.

Subd. 6. Approval: All leave requests must have prior approval.

Section 5. Jury Duty: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 6. Child Care Leave:

Subd. 1. Use: A child care leave, without pay or fringe benefits, may be granted by the School District subject to the provisions of this section to 1 parent of an infant child, provided such parent is caring for the child on a full-time basis.

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

Subd. 3. Pregnancy: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement, during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by child care leave. A pregnant teacher will also provide, at the time of leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Dates of Leave: Consideration should be given so that the dates of leave are coincidental with some natural break in the school year, i.e., winter vacation, quarter or semester break, end of grading period, end of school year, and the availability of a substitute teacher.

Subd. 5. Duration: In making determination concerning the commencement and duration of a child care leave the School District shall not, in any event, be required to:

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

Subd. 6. Reinstatement: A teacher returning from child care leave shall be re-employed in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure to Return: Failure of the teacher to return, pursuant to the date determined under this section, shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.

Subd. 8. Probation: The parties agree that the applicable periods of probation for teachers, as set forth in the Minnesota Statute, are intended to be periods of actual service, enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Return: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the

commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. Insurance: A teacher on child care leave is eligible to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 11. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 7. Exclusive Representation: At the written request of the exclusive representative, the District agrees to allow teacher representatives of the exclusive representative, with prior approval of the administration, to attend exclusive representative meetings with no loss of pay as long as this privilege is not abused. The exclusive representative will pay the cost of the teacher substitute if one is hired.

Section 8. Professional Leave:

Subd. 1. Use: A teacher may apply to the School District for a professional day of leave, the purpose of which is to enhance the teaching strategies and capabilities for the professional educator. No teacher will be eligible for more than 2 professional days during the school year.

Subd. 2. Request: Teachers applying for professional leave must complete a "professional day leave" form for submission to the School District. Sole discretion for acceptance or denial of the leave rests in the School District and will not be subject to the grievance procedure.

Subd. 3. Special Education Teachers: Each special education teacher shall be provided with an amount of due process responsibility time. Teachers will request professional leave from their building administrator. This time will be used for IEPs, progress reports, and other necessary due process paperwork.

Section 9. General Leave of Absence:

Subd. 1. Use: A general leave of absence, without pay, may be approved by the School District on terms and conditions determined by the School District if requested in writing by a teacher who has taught 4 full years or more in the District. Upon return, the teacher's assignments would be in his/her areas of licensure.

Subd. 2. Insurance: A teacher on unpaid leave is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, commencing with the beginning of the leave, and shall pay the District the monthly premium in advance.

Subd. 3. Return: A teacher who returns from unpaid leave shall retain experience credit for pay purposes, seniority credit, and other benefits which had accrued at the time he/she went on leave. No such credit shall accrue for the period of time that a teacher is on unpaid leave, except for seniority credit.

Subd. 4. Notification: A teacher shall notify the School District by April, in writing, as to whether he/she would be returning or not.

Section 10. Eligibility: Full benefits provided in this article are for full-time teachers. Part-time teachers who are employed half-time or more, both as to the hours worked per week and number of days worked in a school year, shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than half-time and substitute teachers shall not be eligible for any benefits pursuant to this article.

ARTICLE XI

UNREQUESTED LEAVES OF ABSENCE (ULA)

Section 1: Purpose: The purpose of this article is to implement the provisions of MS 122A.40, Subd. 10. The School District may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year.

Subd 1. Provisions: In placing teachers on unrequested leave, the School District is governed by the following provisions:

- a) A qualified teacher shall mean a teacher who holds a valid state license.
- b) The District may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leaves of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

- c) In the event that a continuing contract teacher is placed on unrequested leave, the teacher shall be placed on unrequested leave of absence in inverse order of seniority in the field, subject matter and licensure area with the following exceptions in the cases of a teacher on special assignment, if the special assignment remains intact, the teacher is not subject to be placed on unrequested leave of absence.
- d) If the reduction in numbers of teachers based on seniority would result in the discontinuance of a curricular program, the teacher employed in such programs may not be placed on unrequested leave of absence, and the next senior teacher may be placed on such leave, at the discretion of the School District.
- e) Notwithstanding the provisions of paragraph B, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board, unless that exercise of seniority results in placement on unrequested leave of absence another teacher who also holds a provisional license in the same field or no other teacher has been deemed qualified.
- f) Notwithstanding above provisions a), b), c), d) and e), if the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing contract rights, the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority, or the restrictions imposed by the provisions of paragraphs c) and d) would place the district in violation of its affirmative action plan, the district may retain the probationary teacher, the teacher with less seniority, or provisionally licensed teacher.
- g) Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given a leave of absence or, if not available, to other available positions in the school district in the fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A tier 2 teacher must not be reinstated while a tier 3 or tier 4 teacher in the same field remains on unrequested leave unless the teacher with a tier 2 license is deemed qualified and the tier 3 or tier 4 teacher is not. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year is to be done at the discretion of the School District.
- h) Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such a vacancy and whom has been deemed qualified, unless the teacher fails to advise the District within 30 days of the date of notification that a position is available to that teacher who may return to employment and assume the duties of the position to which appointed on a future date determined by the School District.
- i) A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
- j) The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service.
- k) The unrequested leave of absence of a teacher who is placed on unrequested leave of absence and who is not reinstated shall continue for a period of five years, after which the right to reinstatement will terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District by April 1 of any year a written statement requesting reinstatement.
- l) The same provisions apply to terminations of probationary or continuing contracts in state statute must apply to placement on unrequested leave of absence.
- m) Nothing in this section shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 2. Tie-Breaker Clause: In the event that 2 or more teachers have equal seniority, their placement on the seniority list will be determined in the following order:

- a) The teacher who is full-time shall be senior over one who is part-time.
- b) The teacher with the greater number of years of teaching experience shall be senior in accordance with above provisions in Subd.1.
- c) The teacher with the most advance salary lane placement shall be senior.
- d) The teacher with the greater number of areas of licensure shall be more senior.
- e) The teacher with the greater number of extracurricular assignments shall be senior.

ARTICLE XII
HOURS OF SERVICE

Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be 8 hours. Generally, part-time teachers do not have professional responsibilities requiring them to be in the school building for more than the time prescribed in their individual contracts. However, part-time teachers may have additional responsibilities which they will be expected to fulfill.

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

Section 3. Additional Activities: All teachers are encouraged to participate in school activities beyond the basic day. The normal duties for teachers may include a reasonable share of additional activities including co-curricular and supervisory activities as required by the School District.

Section 4. Duty-Free Lunch: Each teacher will be provided with a duty-free lunch period of approximately 30 minutes.

Section 5. Teaching Load: The normal teaching load for a secondary school teacher shall be 5 classes and 1 study hall daily with the option for the School District to assign a 6th class in place of the study hall. If a 6th class is assigned, teachers shall be compensated at 1/7th of their individual base pay per year, pro-rated on a daily basis.

Subd. 1: 2021-22 HS Intervention Period: During the 2021-22 School year, each Wednesday an intervention period will be added to the school day.

Section 6. Preparation Time: Each secondary instructional teacher shall have 1 class period per day during the school day for preparation and conferences. Each elementary instructional teacher shall have 50 minutes per day during the school day for preparation and conferences. Elementary preparation time shall be in 1 block of 50 minutes or 2 blocks of 25 minutes.

Subd. 1: In accordance with M.S. 122A.50 and within the student day, for every 25 minutes of classroom instruction time, a minimum 5 additional minutes of preparation time shall be provided to each teacher. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers.

Subd. 2: Changes to Section 5 "Teaching Load" may be made by each principal after consultation with and approval by a majority of the building level teachers and with approval of the School Board. The School District will create an MOU with the building staff and administration.

Section 7. Travel Time: A teacher who is assigned to teach in more than 1 town will have unassigned travel time sufficient to safely permit travel between buildings.

Section 8. Snow Days. The District will designate scheduled vacation days as make-up snow days. Any snow days in excess, will be made up at the end of the school year.

Section 9: Online Courses:

Subd. 1. Assignment: An online course may be assigned with the consent of the teacher. Teachers assigned to provide online instruction will be provided with all the terms and conditions of employment of the Agreement. The class size will not exceed 35.

Subd. 2. New Course: If a teacher develops a new online course, he/she will be paid \$100 per day, not to exceed \$500 for course development.

Subd. 3. Purchase: If the teacher does not develop the online course and it needs to be purchased, the District will purchase the course. The teacher will be paid \$100 per day, not to exceed \$200, to learn the previously developed course.

Subd. 4. Training: If the teacher does not have current experience teaching an online course, the School District will pay for the teacher to attend training, and the teacher will be reimbursed \$100 per day to attend training if it is not during regular contract hours. Mileage, meals, and lodging will also be paid by the School District.

ARTICLE XIII
LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 126.12, the School Board shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the coming school term or school terms. The teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. (The calendar is not negotiable, but teacher in-put will be solicited.) There will be 184 teacher duty days of which 174 will be student contact days.

Section 2. Emergency Closing: If, for any reason, school is dismissed or called off due to inclement weather, emergency closings or any reason resulting in students not having to report, or remain, teachers also will not be required to report, or remain, in school. There are 5 virtual e-learning days that will be available to use as snow make up days in the 2021-2022 and the 2022-2023 calendars. In the event of a student day or teacher day lost for any emergency, the teachers shall perform duties on that day or other such day(s) in lieu thereof as the School District or its designated representative, after meeting and conferring with the exclusive representative, shall determine, if any. Teachers shall receive no additional compensation or other benefits for make-up or virtual e-learning days. Teachers on extended leave will be required to do duties for the virtual e-learning day(s) and that day(s) will not be deducted from leave.

Once those virtual e-learning days have been exhausted, the School District will have the following options to make up snow days:

- a) The School District may reschedule the days for make up at the end of the school calendar.
- b) The School District may have additional professional development days. Some of this time may be used for the development of the teachers' Teacher Growth, Development and Evaluation Plan (TGDE).
- c) The School District may have additional time to work in Professional Learning Communities (PLCs) or other additional options at the discretion of the Superintendent.

Section 3. Inclement Weather: In the event that school remains open during inclement weather, no teacher shall be required to report for duty, if, in the teacher's judgement, after consultation with the School District, attempts to report for duty would be foolhardy, or after making a reasonable effort, the teacher finds it impossible to report for duty. Teachers will be allowed to use personal leave if they miss school due to inclement weather. Once personal leave is used up, they will be able to use sick leave.

Section 4. Rescheduled Vacation Days: If a teacher has given 60 days prior notice to be absent for a period of time inclusive of a scheduled vacation day, and, if that vacation day is rescheduled as a work day, then the teacher may utilize any personal leave available to the teacher, as provided in ARTICLE XI, Section 4.

Section 5. Modification in Calendar and Length of School Days:

Subd. 1. Modification of Calendar: In the event of declared energy shortage or severe weather, the School District reserves the right to modify the school calendar to satisfy state requirements.

Subd. 2. Modification of School Day: In the event of declared energy shortage or severe weather, the School District further reserves the right to modify the length of the school day, i.e., a 4 day work week with increased hours per day but the total weekly hours not more than regular 5 day week.

Subd. 3. Meet and Confer: Prior to modifying the scheduled length of the school day, pursuant to Subd. 2. above, or scheduling more than 2 makeup days pursuant to Subd. 1. above, the School District shall afford to the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Grievance Procedure: A claim that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as provided below.

Section 2. Adjustment of Grievance: In the event a teacher believes a basis for a grievance exists, the teacher shall first discuss the alleged grievance with the building principal, either personally or accompanied by a representative of the exclusive representative.

Subd. 1. Level 1: If the relief sought, as a result of the informal discussion with the building principal, has not been effected within 30 calendar days after the event occurred giving rise to the grievance, the teacher(s) may invoke the formal grievance

procedure through a written statement, signed by the grievant, and delivered to the building principal. If the grievance involves more than 1 school building, it may be filed with the Superintendent or representative designated by the Superintendent at Level 2 below.

PRINCIPAL'S RESPONSE: Within 5 calendar days of receipt of the grievance, the principal shall meet with the teacher(s) in an effort to resolve the grievance. The principal shall provide a written disposition of the grievance within 5 calendar days of such meeting and shall furnish a copy thereof to the teacher(s).

DEFAULT: If no disposition has been made within 5 calendar days of such meeting, then the grievance shall be deemed to have been denied and may be appealed to the next level.

Subd. 2. Level 2:

APPEAL TO SUPERINTENDENT: If the grievance is not resolved at this point, the grievance may be appealed to the Superintendent. Within 7 calendar days, the Superintendent shall meet with the teacher(s) who appealed the grievance.

SUPERINTENDENT'S RESPONSE: The Superintendent shall provide a written disposition of the grievance within 5 calendar days after such meeting, and shall furnish a copy thereof to the teacher(s).

DEFAULT: If no disposition has been made within 5 calendar days of such meeting, then the grievance shall be deemed to have been denied and may be appealed to the next level.

Subd. 3. Level 3:

APPEAL TO SCHOOL DISTRICT: If the grievance is not resolved at this point, the grievance may be appealed to the School District by filing a written appeal with the clerk of the School District. The School District, no later than its next regular meeting or 2 calendar weeks, whichever shall be later, shall meet regarding the grievance.

SCHOOL DISTRICT RESPONSE: Disposition of the grievance in writing by the School District shall be made no later than 7 calendar days thereafter. A copy of such disposition shall be furnished to the teacher(s).

DEFAULT: If no disposition has been made within 7 calendar days of such meeting, then the grievance shall be deemed to have been denied and may be appealed to the next level.

Section 3. Representative: The teacher, administrator, or School District 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 4. Time Limitation and Waiver: A grievance shall not be valid for consideration at any level unless it is submitted in writing within the time provisions provided at each level. Failure to file any grievance or appeal within such time period shall be deemed a waiver of the grievance.

Section 5. Arbitration Procedures:

Subd. 1. Use: If the teacher(s) is(are) not satisfied with the disposition of the grievance by the School District, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within 10 calendar days from the notification date the arbitration will be pursued, then either party may request the Bureau of Mediation Services (BMS) appoint an arbitrator pursuant to PELRA. Such request must be made within 20 days after notification that arbitration will be pursued. Failure to request an arbitrator from the BMS within the time periods provided in this article shall constitute a waiver of the grievance.

Subd. 2. Arbitrator: The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, subject to the limitations of arbitration decisions as provided in PELRA and the Uniform Arbitration Act.

Subd. 3. Decision: The decision by the arbitrator shall be rendered within 30 calendar days after the close of the hearing. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing.

Subd. 4. Fees: The fees and expenses of the arbitrator shall be shared equally by the parties, except those incurred for individual representatives, which remain the expense of the party requesting representation.

Subd. 5. Record: A transcript or recording shall be made of the hearing at the request of either party, and such cost shall be shared equally by the parties.

Section 6. Time Limits: The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, then the parties shall use their best efforts to process the grievance prior to the end of the school term or as soon thereafter as is possible.

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 forum as outlined in this article, the teacher shall waive the 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, to enforce the award of an arbitrator, or if this section would constitute a violation of law.

**ARTICLE XV
DURATION**

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall be given written notice of such intent no later than June 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

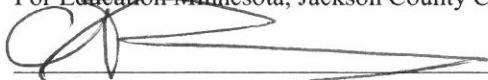
Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the District. The provisions in this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement term shall not be open for negotiation during the term of this Agreement unless mutually agreed.

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

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

For Education Minnesota, Jackson County Central



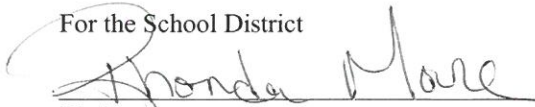
President



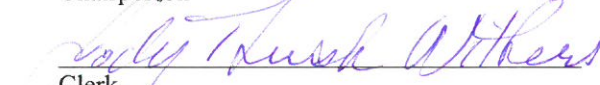
Head Negotiator

Dated this 11 day of January, 2022

For the School District



Chairperson



Clerk

Dated this 24th day of January, 2021

SCHEDULES

- | | |
|-----------|---|
| A | 2021-2022 & 2022-2023 Rates of Pay |
| B Level 1 | 2021-2022 & 2022-2023 Extracurricular Schedules |
| B Level 2 | 2021-2022 & 2022-2022 Extracurricular Schedules |

Salary Schedule

	BA	BA 10	BA 20	BA 30	MA	MA 10	MA 20	MA 30	MA 40*
2021-2022	\$43,500	44,390	45,650	47,101	48,586	50,073	51,594	53,153	54,308
2022-2023	\$44,000	44,890	46,150	47,601	49,086	50,573	52,094	53,653	54,808

These are the salaries in each lane. Teachers new to the School District, with experience, will be placed at a salary comparable, but not more than, a current teacher with similar experience and education.

Amount of raises for returning teachers for 2021-2022: \$1,250 over their 2020-2021 salary. Amount of raises for returning teacher for 2022-2023: 2.25% over their 2021-2022 salary.

A lane change will increase the teacher's current annual salary by \$1,800

*Please refer to lane change language regarding the MA + 40 lane.

A one-time covid retention stipend for \$1,000 per FTE will be given to each returning teacher who taught at JCC for 2020-2021. This amount is not added to the salary. This amount is pro-rated for employees not employed full-time.

Schedule B - Level 1 2021-23

Activity	Assignment	0-4 Years	5-9 Years	10+ Years
Cross Country	Head	\$4,381	\$4,705	\$5,030
	Assistant	\$2,797	\$3,013	\$3,229
Volleyball	Head	\$4,381	\$4,705	\$5,030
	Assistant	\$2,797	\$3,013	\$3,229
	9th Grade	\$2,389	\$2,551	\$2,713
	MS	\$2,355	\$2,463	\$2,571
Football	MS	\$2,355	\$2,463	\$2,571
	Head	\$4,842	\$5,167	\$5,492
	Assistant	\$2,988	\$3,204	\$3,420
	Assistant	\$2,988	\$3,204	\$3,420
	10th Grade	\$2,988	\$3,204	\$3,420
	10th Grade	\$2,988	\$3,204	\$3,420
	9th Grade	\$2,389	\$2,551	\$2,713
	9th Grade	\$2,389	\$2,551	\$2,713
	MS	\$2,355	\$2,463	\$2,571
	MS	\$2,355	\$2,463	\$2,571
Boys Basketball	MS	\$2,355	\$2,463	\$2,571
	Head	\$4,842	\$5,167	\$5,492
	B Squad	\$2,988	\$3,204	\$3,420
	C Squad	\$2,389	\$2,551	\$2,713
	MS	\$2,355	\$2,463	\$2,571
Girls Basketball	MS	\$2,355	\$2,463	\$2,571
	Head	\$4,842	\$5,167	\$5,492
	B Squad	\$2,988	\$3,204	\$3,420
	C Squad	\$2,389	\$2,551	\$2,713
	MS	\$2,355	\$2,463	\$2,571
Wrestling	MS	\$2,355	\$2,463	\$2,571
	Head	\$4,842	\$5,167	\$5,492
	B Squad	\$2,988	\$3,204	\$3,420
	C Squad	\$2,389	\$2,551	\$2,713
Gymnastics	MS	\$2,355	\$2,463	\$2,571
	Head	\$4,842	\$5,167	\$5,492
	Assistant	\$2,988	\$3,204	\$3,420
Track	Head	\$4,381	\$4,705	\$5,030
	Assistant	\$2,797	\$3,013	\$3,229
	Assistant	\$2,797	\$3,013	\$3,229
	MS	\$2,355	\$2,463	\$2,571
Golf - Boys and Girls	Head	\$4,381	\$4,705	\$5,030
	B Squad	\$2,797	\$3,013	\$3,229
	MS	\$2,355	\$2,463	\$2,571
Baseball	MS	\$2,355	\$2,463	\$2,571
	Head	\$4,381	\$4,705	\$5,030
	Assistant	\$2,797	\$3,013	\$3,229
	B Squad	\$2,797	\$3,013	\$3,229
	C Squad	\$2,389	\$2,551	\$2,713
	MS	\$2,355	\$2,463	\$2,571
Softball	MS	\$2,355	\$2,463	\$2,571
	Head	\$4,381	\$4,705	\$5,030
	Assistant	\$2,797	\$3,013	\$3,229
	B Squad	\$2,797	\$3,013	\$3,229
	MS	\$2,355	\$2,463	\$2,571
	MS	\$2,355	\$2,463	\$2,571

Schedule B - Level 2 2021-23

Activity	Assignment	0-4 Years	5-9 Years	10+ Years
Annual	HS	\$2,653	\$2,759	\$2,865
	MS	\$530	\$583	\$636
Cheerleading - Fall	Head	\$1,935	\$2,221	\$2,441
	Assistant	\$896	\$1,008	\$1,121
Cheerleading - Winter	Head	\$1,935	\$2,221	\$2,441
	Assistant	\$896	\$1,008	\$1,121
Speech	Head	\$2,380	\$2,548	\$2,716
	Assistant	\$1,148	\$1,260	\$1,372
Pep Band		\$2,476	\$2,635	\$2,794
Jazz Band		\$619	\$731	\$844
Marching Band/Concert		\$660	\$772	\$884
Swing Choir		\$1,687	\$1,847	\$2,006
Choir Concerts		\$660	\$772	\$884
One Act Play		\$1,696	\$1,866	\$2,034
Three Act Play		\$3,028	\$3,197	\$3,366
Play	MS	\$1,061	\$1,167	\$1,273
Musical	Director	\$2,483	\$2,595	\$2,707
	Director	\$2,483	\$2,595	\$2,707
	Accompanist	\$969	\$1,025	\$1,081
Student Council	HS	\$1,697	\$1,856	\$2,016
	MS	\$989	\$1,042	\$1,092
FFA	Head	\$2,907	\$3,075	\$3,244
	Head	\$2,907	\$3,075	\$3,244
	Assistant	\$1,914	\$2,026	\$2,138
Math League	HS	\$803	\$916	\$1,028
Math Masters	PV	\$260	\$316	\$372
	RS	\$260	\$316	\$372
Prom	Advisor	\$614	\$726	\$839
	Advisor	\$614	\$726	\$839
Knowledge Bowl	HS	\$1,391	\$1,505	\$1,617
	MS	\$1,391	\$1,505	\$1,617
Robotics	HS	\$1,349	\$1,463	\$1,575
Science Fair	HS	\$450	\$507	\$563
	MS	\$450	\$507	\$563
	Ele	\$450	\$507	\$563
History Day	HS	\$530	\$583	\$636
	MS	\$530	\$583	\$636
History Bee	MS	\$530	\$583	\$636
Adaptive Bowling		\$281	\$337	\$394
Key Club	HS	\$758	\$864	\$970
National Honor Society	Advisor	\$758	\$864	\$970
	Advisor	\$758	\$864	\$970