

MASTER AGREEMENT
BETWEEN BARNESVILLE
SCHOOL DISTRICT NO.
146 AND EDUCATION
MINNESOTA
BARNESVILLE

July 1, 2023 – June 30, 2025

Table of Contents

ARTICLE I: PURPOSE.....	7
Section 1. Parties:.....	7
ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	7
Section 1. Recognition:.....	7
Section 2. Appropriate Unit:.....	7
ARTICLE III: DEFINITIONS.....	7
Section 1. Terms and Conditions of Employment:.....	7
Section 2. Teachers:.....	7
Section 3. Pay:.....	7
Section 4. Other Terms:.....	7
ARTICLE IV: SCHOOL DISTRICT RIGHTS.....	8
Section 1. Inherent Managerial Rights:.....	8
Section 2. Management Responsibilities:.....	8
Section 3. Effect of Laws, Rules and Regulations:.....	8
Section 4. Reservation of Managerial Rights:.....	8
ARTICLE V: TEACHERS' RIGHTS.....	8
Section 1. Rights to Views:.....	8
Section 2. Right to Join:.....	8
Section 3. Request for Dues Check Off:.....	9
Section 4. Funds Deducted by the School District:.....	9
Section 5. Reservation of Teachers Rights:.....	9
ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY.....	9
Section 1. 2023-24 Salary Schedule:.....	9
Section 2. 2024-25 Salary Schedule:.....	9
Section 3. Withholding of Salary Increase:.....	9
Section 4. Placement/Advancement on Salary Schedule:.....	9
Section 5. Lane Advancement:.....	9
Subd. 1. Credits:.....	9
Subd. 2. Advanced Degrees:.....	10
Subd. 3. Additional Compensation:.....	10
Subd. 4. National Board Certification:.....	10
Subd. 5. Effective Date:.....	10
Subd. 6. Prior Experience:.....	11
Subd. 7. Calculations of Salaries:.....	11

Section 6. Pay periods:.....	11
Subd. 1. Twice Monthly:	11
Subd. 2. 20 or 24 Installments:	11
ARTICLE VII: EXTRA COMPENSATION	11
Section 1. 2023-24 and 2024-25 Extra-curricular Schedules:	11
Section 2. New Extra-Curricular Positions:	12
Section 3. Extended Employment:.....	12
Section 4. Independent Study Courses/On-line and Correspondence Courses:	12
Section 5. Emergency Substitution:.....	12
ARTICLE VIII: UNUSED SICK LEAVE INCENTIVE	12
Section 1. Unused Sick Leave:	12
ARTICLE IX: 403b/DEFERRED COMPENSATION MATCH PROGRAM.....	12
Section 1. Eligibility:	12
Section 2. Annual District Match:	12
Section 3. Eligible District Match:.....	13
Section 4. Utilization:	13
Section 5. Authority:.....	13
Section 6. Vendors:.....	13
ARTICLE X: EARLY RETIREMENT INSURANCE CONTRIBUTION	13
ARTICLE XI: GROUP INSURANCE.....	13
Section 1. Health and Hospitalization Insurance:	13
Subd. 1. 2023-2025 Insurance:	13
Subd. 2. Married Couple Teaching in the School District.....	13
Section 2. Qualifying Teachers:.....	14
Section 3. Selection:.....	14
Section 4. Qualify:	14
Section 5. Payroll Deduction:	14
Section 6. Flex Deduction:.....	14
Section 7. Claims Against School District:.....	14
ARTICLE XII: LEAVES OF ABSENCE	14
Section 1. Disability/Sick Leave:.....	14
Subd. 1. Sick Days:.....	14
Subd. 2. Maximum Credit:.....	14
Subd. 3. Pay Out Sick Leave Over 120 Days:	14
Subd. 4. Long-term Substitute Teacher:	15
Subd. 5. Illness or Disability to Family Member:.....	15

Subd. 6. Medical Certificate:	15
Subd. 7. Deduction:.....	15
Subd. 8. Request Form:.....	15
Section 2. Bereavement Leave.....	15
Section 3. Emergency Leave:	16
Subd. 1. One Day:	16
Subd. 2. Request for Emergency Leave:.....	16
Subd. 3. Deduction of Pay:	16
Section 4. Workers' Compensation:	16
Subd. 2. Deduction of Pay:	16
Subd. 3. Pay During Period of Disability:	16
Subd. 4. Exceeding Normal Compensation:	16
Subd. 5. Endorsing Workers' Compensation Check to District:	16
Subd. 6. Compensatory Services Only:	16
Section 5. Personal Leave:	16
Subd. 1. Allotment of Days:	16
Subd. 2. Requesting Personal leave:	17
Subd. 3. Reimbursement for Over Three (3) Days:	17
Section 6. Childcare Leave:	17
Subd. 1. Caring Full-time for Child:	17
Subd. 2. Application Three (3) Months Calendar Months before Commencement:	17
Subd. 3. Pregnancy:	17
Subd. 4. Adjusting End Date:	18
Subd. 5. Commencement and Duration:	18
Subd. 6. Re-employed in Licensed Position:	18
Subd. 7. Failure to Return:	18
Subd. 8. Retaining Previous Experience Credit and Unused Leave:	18
Subd. 9. Eligibility to Participate in Group Health Insurance:	18
Section 7. Family and Medical leave:.....	18
Subd. 1 Up to Twelve (12) Weeks of Unpaid Leave:	18
Subd. 2. Salary and Fringe Benefits:	18
Subd. 3. Eligibility:	19
Subd. 4. Substitution of Paid Leave:.....	19
Subd. 5. Notification:	19
Section 8. Association Leave:.....	19
Section 9. Child Conference/Classroom Activity Leave:	19

Section 10. Other Leaves of Absence:	19
Section 11. Citizenship Obligation:	20
Section 12. Communications:	20
Subd. 1. Approving or Denying in Writing:	20
Subd. 2. Informed On or Before October 15:	20
Section 13. Teacher Protection Bank:	20
Subd. 1. Membership:	20
Subd. 2. Assessed Day(s):	20
Subd. 3. Disability Income Insurance:	20
Subd. 4. Withdrawal:	20
Subd. 5. Deducting Day(s):	20
ARTICLE XIII: HOURS OF SERVICE	20
Section 1. Basic Day:	20
Section 2. Additional Activities:	21
Section 3. Special Education Teachers Exempt from Extra Duty Time	21
ARTICLE XIV: LENGTH OF SCHOOL YEAR	21
Section 1. Teacher Duty Days:	21
Section 2. Duty Days as Defined:	21
Section 3. Emergency Closings:	21
ARTICLE XV: GRIEVANCE PROCEDURE	21
Section 1. Application:	21
Section 2. Definitions:	21
Subd. 1. Grievance:	21
Subd. 2. Days:	21
Subd. 3. Service:	21
Subd. 4. Reduced to writing:	21
Subd. 5. Small Group of Employees:	22
Subd. 6. Answer:	22
Section 3. Steps:	22
Subd. 1. Step I:	22
Subd. 2. Step II:	22
Subd. 3. Step III:	22
Subd. 4. Step IV	23
ARTICLE XVI: UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT	23
Section 1. Purpose:	24
Section 2. Definitions:	24

Subd. 1. Teacher:	24
Subd. 2. Qualified:	24
Subd. 3. Seniority:.....	24
Section 3. Unrequested Leave of Absence:	24
Subd. 1. Terms:	24
Subd. 2. Notice:.....	24
Subd. 3. Placement:.....	24
Subd. 4. Affirmative Action Program:.....	25
Subd. 5. Tie-Breaker:	25
Subd. 6. Additional Assignments:	25
Subd. 7. Years of Service:.....	25
Subd. 8. Vacancies and Notifications:	25
Section 4. Dropping a License:	25
Section 5. Reinstatement:.....	26
Subd. 1. Process:	26
Subd. 2. Notices:	26
Subd. 3. Acceptance of Reemployment:	26
Subd. 4. Reinstatement Rights:	26
Section 6: Establishment of Seniority List:	26
Subd. 1. Preparation:.....	27
Subd. 2. Request for Change:	27
Subd. 3. Final List:.....	27
Section 7. Filing of Licenses:.....	27
Section 8: Effect:.....	27
Section 9. Procedure:	27
Subd. 1. Right to a Hearing and Decision:.....	27
Subd. 2. Final Board Action:	27
ARTICLE XVII: DURATION	28
Section 1. Terms and Reopening Negotiations:.....	28
Section 2. Effect:.....	28
Section 3. Finality:	28
Section 4. Severability:	28
ARTICLE XVIII: DUPLICATION OF AGREEMENT	28
ARTICLE XIX: DOCUMENT AUTHORIZATION	29
2023-2024 SCHEDULE A	30
2024-2025 SCHEDULE B.....	31

2023-2024 SCHEDULE C.....	32
2024-2025 SCHEDULE C.....	33

ARTICLE I: PURPOSE

Section 1. Parties:

THIS MASTER AGREEMENT is entered into between Education Minnesota- Barnesville, hereafter called the association and the exclusive representative of all teachers in the Barnesville District, and Independent School District No. 146 of Barnesville, Minnesota, hereafter referred to as the School District, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers for the duration of this Master Agreement. Barnesville Independent School District 146 does not discriminate on the basis of race, color, national origin, sex or disability.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with the P.E.L.R.A., the School District recognizes Education Minnesota-Barnesville, as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Master Agreement.

Section 2. Appropriate Unit:

The exclusive representative shall represent all the teachers of the District as defined in this Master Agreement and said Act.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term, "terms & conditions of employment", means the hours of employment, the compensation therefore including fringe benefits, other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. The term is subject to the provisions of P.E.L.R.A.

Section 2. Teachers:

The term, teachers, 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, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees as excluded by law.

Section 3. Pay:

Pay shall mean all insurance, disability leave, other authorized leaves of absence and all other benefits normally accrued by a teacher.

Section 4. Other Terms:

Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion of 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:

The exclusive representative recognizes the right and obligations 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 the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all teachers covered by this Master Agreement shall perform the teaching and normal 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, obligations and duty of the School District and its duly designated officials to publish rules, regulations, directives and orders from time to time as deemed necessary by the School Board in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Master Agreement, and recognizes that the School Board, all employees covered by this Master Agreement, and all provisions of the Master Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of the Master Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: TEACHERS' RIGHTS

Section 1. Rights to Views:

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

Section 2. Right to Join:

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

Section 3. Request for Dues Check Off:

Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection provided that dues check off and the procedure thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period in said authorization. Such authorization shall continue in effect from year to year unless revoked in writing by the individual teacher between June 1 and September 20 of any year. Pursuant to such authorization the School District shall deduct 1/20 of such dues from the first twenty (20) regular salary checks for the teacher's year, beginning in September and ending in June.

Section 4. Funds Deducted by the School District:

All sums deducted by the District for membership dues shall be remitted to the exclusive representative within ten (10) teaching days from the date salaries were legally payable.

Section 5. Reservation of Teachers Rights:

The foregoing enumeration of rights shall not be deemed to exclude other inherent rights not expressly reserved herein, and all teacher rights not expressly denied in this Agreement are reserved to the teacher.

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

Section 1. 2023-24 Salary Schedule:

The wages and salaries reflected in Schedule A, hereto attached, shall be a part of the Master Agreement for the 2023-24 school year.

Section 2. 2024-25 Salary Schedule:

The wages and salaries reflected in Schedule B, hereto attached, shall be a part of the Master Agreement for the 2024-25 school year.

Section 3. Withholding of Salary Increase:

The salary schedules are not to be construed as a part of a teacher's continuing contract, and the School District reserves for just cause, the right to withhold increment advancement, lane changes or any other salary increases the Board shall determine, provided however, that the exercise of said right shall be given in writing along with the reason therefore.

Section 4. Placement/Advancement on Salary Schedule:

To qualify for advancement on the salary schedule, a teacher must be employed at least 89 contract days and three hours or more per day. The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Section 5. Lane Advancement:

Subd. 1. Credits: All credits in this section are based on semester credits. If necessary and as noted in previous Master Agreements the conversion from quarter credits to

semester credits are three (3) quarter credits equal two (2) semester credits. When hired, all transcripts involving degrees and credits, are to be presented and produced by the new hire and submitted to the District Superintendent / Business Manager within 60 days after the start of the new school year. Credits to be considered for application on any lane of the salary schedule must be:

1. Earned following the date of the teacher's BA-BS degree.
2. In the teaching assignment, or in guidance.
3. In general education or in a related field as determined in advance by the Superintendent.
4. All teachers hired after 1983 must have a MA degree as outlined in Subd. 2 to qualify for lane advancement to the MA lane or beyond.
5. Teachers hired before 1983 may advance to the MA lane (BA+60) or MA+15 (BA+75) by earning additional credits. One lane advancement per year will be permitted to those teachers hired before 1983.
6. If the School District reimburses a teacher's expenses and/or provides the teacher with a stipend and/or pays a salary to the teacher for any workshop, seminar, clinic, or staff development program, and a college provides college credit, even if the teacher pays for the college credits, credit for salary lane change will be given only at the discretion of the Superintendent. Under the provisions of Article VI, Section 4., Subd. 1., Number 5., the Superintendent's decision is non-grievable.
7. Credits earned for lane advancement in the teacher's certification area but not currently in the area of assignment, will be kept on file for future application if and when said teacher is given a new assignment to said area.

Subd. 2. Advanced Degrees: All credits accepted by a college as a part of the program leading to advanced degrees are acceptable for salary lane change. Hours taken above the MA+15 lane must be germane to the teacher's assignment/certification. Once approval is granted by the Superintendent, credits shall not be disallowed unless the teacher's graduate program is changed.

Subd. 3. Additional Compensation: All teachers qualifying for lane placement on the MA+30 lane must have a MA degree and:

1. Hours above the MA degree must be taken following the date the MA degree was awarded
2. Hours taken above the MA+15 lane must be germane to teaching assignment/certification.
3. Any teacher advancing to the MA+30 lane may advance only one lane in a contract year. (This applies to the MA+30 lane only.)

Subd. 4. National Board Certification: Any licensed teacher who achieves National Board Certification will qualify for a \$1,500 stipend per year as long as National Certification is maintained.

Subd. 5. Effective Date: Individual contracts will be modified to reflect lane change or

National Board Certification for the school year and for the second semester providing a transcript of qualified credits or proof of certification is submitted to the Superintendent's office no later than October 15 for the entire school year or February 15 for the second semester.

Subd. 6. Prior Experience: Outside teaching experience will be negotiable for new teachers coming into the district. The teachers out of teaching for more than five years immediately preceding the present Agreement will not qualify for this provision and will begin at step 1 Teachers with experience in other fields of endeavor will be placed on the salary schedule as agreed between the School Board and the teacher. But once experience or lane changes have been granted, they will not be disallowed unless the experience or lane change was granted through a clerical error.

Subd. 7. Calculations of Salaries: Teachers not on a regular school year contract will have Their salaries calculated by the following formulas:

1. 10-month contract salary will be calculated at the rate of ten-ninths of the salary schedule.
2. 11-month contract salary will be calculated at the rate of eleven-ninths of the salary schedule.
3. 12-month contract salary will be calculated at the rate of twelve-ninths of the salary schedule.
4. To qualify for yearly increments, a teacher must have taught at least 89 contract days and three hours or more per day.

Section 6. Pay periods:

Subd. 1. Twice Monthly: Checks will be issued twice a month, on the 15th and at the end of the month. If, however, the pay date is on a weekend or a legal holiday, then payment will be made prior to that weekend or legal holiday.

Subd. 2. 20 or 24 Installments: Teachers on a nine-month contract will have the choice of receiving their salaries in 20 or 24 installments. Remaining installments will have two options:

1. Remaining balance will be paid at the conclusion of the school year on the last regular school day.
2. Effective 2010-11 a teacher will have the option of having the remaining installments paid on the 15th of the month and at the end of the month ending August 31st.

ARTICLE VII: EXTRA COMPENSATION

Section 1. 2023-24 and 2024-25 Extra-curricular Schedules:

The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Master Agreement. Salary steps are based on experience in that particular activity. A maximum of 5 steps (0-4 years of experience) will be granted. Coaches, directors, or others that earn Extra Compensation that have been out of coaching, directing, etc. for five or more years immediately preceding the present Master

Agreement will not qualify for the step provision and will begin at step 1. The salary for each activity is determined by multiplying the agreed upon percentage for that activity times the dollar amount of the corresponding BA step, according to the following table:

Schedule C Step 1 = activity percentage multiplied times BA Step 1
Schedule C Step 2 = activity percentage multiplied times BA Step 2
Schedule C Step 3 = activity percentage multiplied times BA Step 3
Schedule C Step 4 = activity percentage multiplied times BA Step 5
Schedule C Step 5 = activity percentage multiplied times BA Step 8

Section 2. New Extra-Curricular Positions: The compensation paid for any new extracurricular activity shall be negotiated between the exclusive representative of the teachers and the School District.

Section 3. Extended Employment: Extended employment shall mean those duties that extend beyond a teacher's normal contract period, (179 days), as assigned by the School District and mutually agreed to by the teacher. Examples of such duties are, but not limited to, staff development workshops and curriculum development. The salaries reflected in Schedule C, attached hereto, shall be a part of this Master Agreement.

Section 4. Independent Study Courses/On-line and Correspondence Courses:

1. Independent Study Courses: By mutual consent of the administration and teacher, with compensation at \$200 per course per semester for the first student and \$50 for each additional student.
2. On-line and Correspondence Courses: By mutual consent of the administration and the teacher, with compensation at \$150 per course per semester.

Section 5. Emergency Substitution: Any teacher requested to substitute for other classroom teachers shall be paid an emergency substitute pay (.00075 times "Step 1" on the "BA Lane" of the current schedule) for each class period of substitution within that teacher's regular schedule. A part-time teacher teaching or substituting outside the teacher's regular day will be paid at the hourly rate for a full-time substitute.

ARTICLE VIII: UNUSED SICK LEAVE INCENTIVE

Section 1. Unused Sick Leave: The Unused Sick Leave Incentive has been discontinued and is no longer in effect. References and referrals regarding ARTICLE VII can be found in Master Agreement contracts and language.

ARTICLE IX: 403b/DEFERRED COMPENSATION MATCH PROGRAM

Section 1. Eligibility: All full-time teachers with at least one year of teaching for the School District are eligible to participate in the deferred compensation match program at the beginning of the 2019-20/2020-21 school years.

Section 2. Annual District Match: All full-time teachers with at least one year of teaching for

Independent School District #146 are eligible for at least \$500 per year deferred compensation employer match for a duration of not exceeding twenty-five years.

Section 3. Eligible District Match: Once eligible, the School District match shall be based on years of teaching in the School District, as follows:

Year 1	Service in District #146	no match
Years 2&3	Service in District #146	\$ 500 per yr.
Years 4-10	Service in District #146	\$1,000 per yr.
Years 11+	Service in District #146	\$2,000 per yr. (until the maximum is reached)

The maximum career matching contribution by the School District will be \$35,500 in 2023-24 and \$36,500 in 2024-25.

Section 4. Utilization: Eligible teachers must annually make the deferred compensation election during the annual election period or lose the annual benefit.

Section 5. Authority: The deferred compensation program is subject to MN Stat. 356.24.

Section 6. Vendors: Educators Financial Services Inc., Valic, HBW Financial Services/Cetera Advisor Networks, Horace Mann Insurance Co., FMS Financial Planning and Edward Jones. The 403b deferred match program will be administered by a 3rd party hired by the School District.

ARTICLE X: EARLY RETIREMENT INSURANCE CONTRIBUTION

Early Retirement Insurance Contribution has been discontinued and is no longer available to current staff. Previously, staff members that did meet the following criteria of having taught in the District for 25 years, be at least 55 years of age, and retired prior to July 1, 2009 are eligible to receive a maximum of \$5,000 for medical insurance for ten years or until Medicare eligibility, whichever comes first.

ARTICLE XI: GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. 2023-2025 Insurance: The School District shall contribute a sum not to exceed \$10,058 for 2023-24 and \$10,661 for 2024-25 or the cost of the individual's premium, whichever is the lesser amount for each teacher qualifying under this article who is enrolled in the School District's group health and hospitalization plan and/or the long-term disability plan and the group term life plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deductions. The intent of this section is to provide teachers with hospitalization and long-term disability insurance.

Subd. 2. Married Couple Teaching in the School District: A married couple teaching in the School District, who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan, can receive up to two times the School District's

contribution of \$10,058 for 2023-24 and \$10,661 for 2024-25. Any additional cost of the premium over and above the contribution to which the School District agrees will be paid by the teachers through payroll deduction.

Section 2. Qualifying Teachers: All teachers employed at least 89 contract days and three hours or more per day are covered under this Master Agreement and shall qualify for the School District contribution toward the cost of the premium for long term disability and health and hospitalization insurance. The District contribution for teachers not on a full time contract will be prorated in direct ratio to their contracted work hours.

Section 3. Selection: A committee comprised of 5 teachers, at least one non-certified employee, and one administrator shall recommend to the Board the specifications of the policy or policies for long term disability and health and hospitalization insurance for adoption by the Board. The selection of the insurance carrier and policy shall be made by the District. Any change in the present specifications shall be by mutual consent.

Section 4. Qualify: Once selection is made in writing at the beginning of the year (number of payments, family or single coverage) change will not be allowed unless family status changes. To qualify, a teacher must participate in the school provided health insurance plan.

Section 5. Payroll Deduction: Any teacher enrolled in the School District group health and hospitalization plan, group term life, and/or long term disability plan may elect to deduct from the teacher's negotiated annual salary an amount according to SECTION 125 of the INTERNAL REVENUE CODE.

Section 6. Flex Deduction: Any teacher enrolled in the School District group health and hospitalization plan, group term life, and/or long term disability plan may elect to deduct from the teacher's negotiated annual salary an amount as allowed by law under the flex benefit plan.

Section 7. Claims Against School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE XII: LEAVES OF ABSENCE

Section 1. Disability/Sick Leave:

Subd. 1. Sick Days: All teachers employed at least 89 contract days and three or more hours per day shall earn paid sick leave at the rate of 1.5 days for each working month October through May. They will earn 2.0 days for September only. New teachers will receive their allotment of 14 paid sick leave days upfront on the first day of September in their first year only.

Subd. 2. Maximum Credit: Unused disability/sick leave may accumulate to a maximum credit of one hundred twenty (120) days per teacher. All days earned beyond 90 days must be earned while physically present on the job.

Subd. 3. Pay Out Sick Leave Over 120 Days: At the conclusion of each school year, teachers having accrued over 120 days of sick leave will be paid out \$75 for each full day over 120

days.

Subd. 4. Long-term Substitute Teacher: All long-term substitute teachers who are employed at least 45 consecutive, full-time days shall earn prorated non-accumulative disability/sick leave. This prorated leave will be based upon 14 days of disability/sick leave per year for a full-time teacher.

Subd. 5. Illness or Disability to Family Member: Disability / Sick leave with pay shall be allowed by the School District according to MS 181.9413 whenever a teacher's absence is found to have been due to the teacher's illness, disability, or illness-disability to the teacher's child (as defined in Section 181.940, subd 4), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandparent, stepparent which prevented the teacher's attendance at school and performance of duties on that day or days. Disability / sick leave will be granted to the teacher if a member of the teacher's family (Section 181.940, subd, 4) is under the care of a qualified physician. Disability / sick leave may be granted at the discretion of the Superintendent to the teacher if a person outside the teacher's family (Section 181.940, subd, 4) is seriously ill. A medical certificate may be required by the Superintendent to certify that the member of the teacher's family is under a qualified physician's care.

Subd. 6. Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of his or her illness indicating such absence was due to illness, in order to qualify for disability/sick leave pay. In the absence of a medical certificate, the final determination of eligibility of a teacher for disability/sick leave is reserved to the School District. If a certificate is provided, the School District may require a second opinion. Should a second opinion be required, the cost of obtaining such certificate shall be borne by the School District.

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

Subd. 8. Request Form: Disability/sick leave pay shall be approved only upon submission of a signed request upon the authorized disability/sick leave pay request form available at each building.

Section 2. Bereavement Leave: Teachers attending a funeral of their immediate family member either their and/or their spouse's mother, father, brother or sister's funeral, shall be granted up to five (5) days of paid leave per funeral. Additional days with pay may be granted at the discretion of the Superintendent.

The number of days used for this purpose can be deducted from the Teacher Protection Bank, according to the Teacher Protection Bank bylaws. If the days are not deducted from the Teacher Protection Bank, then they shall be deducted first from sick leave days accrued in prior years before being deducted from the days accrued during the current year.

In addition, teachers attending funerals not in the immediate family may have a total of three days during the duration of this agreement that will be deducted from their accumulated disability/sick leave. (two years-three days)

Teachers attending other funerals may use personal leave, emergency leave, other leave, or any combination of the above not to exceed five (5) days per funeral. At the discretion of the Superintendent, additional days may be credited against disability/sick leave.

Section 3. Emergency Leave:

Subd. 1. One Day: A teacher may be granted one day of emergency leave a year non-accumulative to be deducted from disability/sick leave.

Subd. 2. Request for Emergency Leave: Request for emergency leave must be made to the Superintendent in writing by the 20th of the month to receive credit during that pay period. No request will be considered after 30 days following the taking of emergency leave. If emergency leave is not granted, the Superintendent will give written reason or reasons why the leave was refused. The Superintendent shall judge each case individually.

Subd. 3. Deduction of Pay: A deduction of the rate of pay paid a substitute teacher will be deducted from the teacher's salary that is taking the day of emergency leave.

Section 4. Workers' Compensation:

Subd. 1. District Paying Difference: Upon 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 employee and the employee's regular rate of pay to the extent of the employee's earned accrual of disability/sick leave.

Subd. 2. Deduction of Pay: A deduction shall be made from the employee's disability/sick leave accrued time according to the prorated portion of days of disability/sick leave which is used to supplement Workers' Compensation.

Subd. 3. Pay During Period of Disability: Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. Exceeding Normal Compensation: In no event shall the additional compensation paid to the employee by virtue of disability leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

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

Subd. 6. Compensatory Services Only: Workers' Compensation as defined in this section refers only to compensatory services and shall not be deemed to include reimbursement for medical and other expenses incurred by the employee.

Section 5. Personal Leave:

Subd. 1. Allotment of Days: A teacher will be granted a leave of two days of personal

leave per year, accumulative to a maximum of five days after three years. At the end of a school year, when more than three days are accumulated, the teacher will be paid for the fourth and fifth days.

Example:	First Year in District	Second Year in District	Third Year in District	Fourth Year in District
	0 days accum.	2 days accum.	3 days accum.	3 days accum.
	2 days granted	2 days granted	2 days granted	2 days granted
	2 days total	4 days total	5 days total	5 days total

Subd. 2. Requesting Personal leave: Requests for personal leave must be made in writing or electronically to the Building Principal or Superintendent at least three days in advance, except in the event of emergencies. A minimum of at least 1/2-day must be taken at any one time. The request will be answered in writing or electronically either granting the leave or, if the leave request is rejected, stating the reason for rejection. Leave will be granted to no more than three teachers per building per day, except for the first two weeks and last two weeks of the school year when the maximum personal leave usage per building will be two per school site. The third person seeking approval for a personal leave request during the timeframe that does not include the first or last two weeks of a school year is subject to and dependent upon the availability of a qualified substitute teacher. Days of personal leave will be granted during the last week of school only at the discretion of the Superintendent and is not grievable.

Subd. 3. Reimbursement for Over Three (3) Days: At the conclusion of each school year, teachers having accrued over 3 days of personal leave will be reimbursed for up to two (2) days over three at the rate of \$110.00 for each full day or the prorated amount for a fractional day.

Section 6. Childcare Leave:

Subd. 1. Caring Full-time for Child: A childcare leave shall be granted by the School District, subject to the provisions of this section, provided such parent is caring for the child on a full time basis.

Subd. 2. Application Three (3) Months Calendar Months before Commencement: A teacher making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. In the event of an unusual circumstance, this time period may be waived.

Subd. 3. Pregnancy: If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize disability/sick leave pursuant to the disability/sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for disability/sick leave during a period of time covered by a childcare or other leave of absence. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery. Leave days used as disability/sick leave days that qualify under the Family Medical Leave Act shall be deducted first from disability/sick leave days accrued in prior years before being deducted from the days accrued during the current year.

Subd. 4. Adjusting End Date: The School District may adjust the proposed ending date of a childcare leave so that the dates of the leave coincide with some natural break in the school year - i.e.: winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like.

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the teacher to return to his or her employment prior to date designated in the request for childcare leave.

Subd. 6. Re-employed in Licensed Position: A teacher returning from childcare leave shall be re-employed in a position for which he or 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 agrees to an extension in the leave.

Subd. 8. Retaining Previous Experience Credit and Unused Leave: 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 childcare leave.

Subd. 9. Eligibility to Participate in Group Health 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 childcare 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. Leave under this section shall be without pay or fringe benefits.

Section 7. Family and Medical leave:

Subd. 1 Up to Twelve (12) Weeks of Unpaid Leave: Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible teacher shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with: (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious health condition of a teacher's spouse, child, or parent, and; (4) the teacher's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not

to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

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

Subd. 4. Substitution of Paid Leave: The teacher may elect, or the School District may require the teacher, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

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

Section 8. Association Leave: During the duration of this Agreement, the association shall be credited with two (2) days to be used by teachers who are officers or agents of the association, such leave to be used at the discretion of the association. Seven (7) additional days may be used by the association by paying the substitute teacher's pay. Days used beyond the aforementioned nine (9) days shall be leave without pay. The association agrees to notify the School District, in writing, at least forty-eight (48) hours prior to the date for intended use of said leave.

Section 9. Child Conference/Classroom Activity Leave: All teachers will be granted 2 days per year to attend conference or classroom activities related to their children. Leave will not be reimbursed by the School District and will be given pursuant to M.S. statute. All days of leave not reimbursed by the School District will be subject to salary deduction on a per diem basis, prorated against the teacher's salary as per annual number of days on a teacher's contract.

Section 10. Other Leaves of Absence: All days of leave not reimbursed by the School District will be limited to one (1) per school year and other leave is subject to a salary deduction on a per diem basis, prorated against the teacher's annual salary - as 1/annual number of days on teacher's contract. In addition to the teacher salary deduction on a per diem basis the teacher requesting and receiving approval for additional other leave (beyond the one day permitted per year) will also provide the necessary compensation for the substitute teacher needed to fill the teacher vacancy created due to other leave. Leave request for medical purposes for the employee and/or employee's immediate family as defined by Master Agreement Article XII Section 1, Subd. 4: Definition will be excluded from providing compensation for the substitute teacher. Other leave language as noted in Section 10 of Article XII regarding medical purposes is secondary to Section 7 of Article XII-the Family Medical Leave Act that defines teacher eligibility upon written request for up to 12 weeks of unpaid leave per year as stated in the Family Medical Leave Act. U.S.C. 2601 et. seq. for the reasons as listed in Subd. 1 of Section 7: items numbered (3) and (4)-conditions of health. Teachers will not be able to accumulate and/or carry over other leave days from one school year to the next school year. Teachers must request to the Superintendent of Schools both in writing and in person at a minimum of thirty (30) days in advance of all requests for other leave. Other leave requests will be granted at the discretion of the Superintendent of Schools in cooperation and with consultation of the building administrators/administrators. Teacher approval for other leave must have exhausted all personal leave days prior to making a request for other leave.

Section 11. Citizenship Obligation: A teacher called for jury duty or receiving a legal subpoena to give testimony before any judicial or administrative tribunal shall be compensated for the difference between teaching pay and the pay received for the performance of such obligation.

Section 12. Communications:

Subd. 1. Approving or Denying in Writing: All written request for leaves of absence by teachers shall be approved or denied in writing.

Subd. 2. Informed On or Before October 15: All teachers shall be informed in writing on or before the 15th of October each school year as to the days used for disability/sick leave, personal days, funeral days, emergency leave, other leave, and days of disability/sick leave remaining.

Section 13. Teacher Protection Bank: When a teacher has used all his/her disability/sick leave, the teacher may make withdrawals, as determined by the association, from the employee protection bank.

Subd. 1. Membership: Membership will be open to all teachers at the beginning of each school year or the beginning date of their contract thereafter.

Subd. 2. Assessed Day(s): All teachers who wish to participate will be assessed one day disability/sick leave. All assessed days will be accumulated from year to year in a bank where they will be available to participants who have used all designated disability/sick leave days. When all the days in the bank have been exhausted, all participants will be reassessed one day.

Subd. 3. Disability Income Insurance: The teacher protection bank shall not be used when a teacher qualifies for disability income insurance.

Subd. 4. Withdrawal: A teacher may withdraw from the "teacher protection bank" at the beginning of any school year. In case of withdrawal, a teacher's contribution of days to the teacher protection bank stays in the bank.

Subd. 5. Deducting Day(s): Days donated to the Teacher Protection Bank shall be deducted first from disability/sick leave days accrued in prior years before being deducted from the days accrued during the current year.

ARTICLE XIII: HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's work day, inclusive of at least a thirty (30) minute "duty free" lunch break, will begin 30 minutes before the designated starting time of the students with the teacher being at his/her first class station fifteen minutes before the designated time for students and until 3:30 p.m. except on Fridays and days immediately preceding holidays. On those days teachers may leave after the buses leave.

One day each week teachers will be required to be in school an extra half an hour. The extra half an hour will be individually determined at each building. Teachers are not required to attend P.T.O., but they are responsible to notify parents if they are not going to be there for room visitations.

Section 2. Additional Activities: In addition to the basic school days, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as required by the School District or its designated representative. The normal duties for teachers include a reasonable share of extra-curricular, and supervisory activities, as determined by the School District.

Section 3. Special Education Teachers Exempt from Extra Duty Time: Special education teachers will be exempt from extra duty time due to the time spent after contracted hours in evaluation/IEP meetings. High School SPED teachers will be exempt from serving 13.5 hours of detention and lunch duty. Elementary SPED teachers will be exempt from door duty and the extra 30 minutes on Wednesday mornings, except for staff meetings.

ARTICLE XIV: LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the School District shall, prior to April 1, establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School 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.

Section 2. Duty Days as Defined: The number of duty days for the school year 2023-2024 & 2024-2025 shall consist of 179 days for returning teachers and 180 days for teachers new to the School District.

Section 3. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School District or its designated representative shall determine, if any.

ARTICLE XV: GRIEVANCE PROCEDURE

Section 1. Application: This grievance procedure shall be applicable whenever a public employer and the exclusive representative of public employees cannot reach agreement on a grievance procedure as required by P.E.L.R.A.

Section 2. Definitions:

Subd. 1. Grievance: "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under P.E.L.R.A.

Subd. 2. Days: "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Subd. 3. Service: "Service" means personal service or by certified mail.

Subd. 4. Reduced to writing: "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and relief requested.

Subd. 5. Small Group of Employees: "Small group of employees" means a group of employees consisting of five (5) or less.

Subd. 6. Answer: "Answer" means a concise response outlining the employer's position on the grievance.

Section 3. Steps:

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

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve his answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

Subd. 2. Step II: The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 3. Step III: The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III

meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration. If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other body's procedure, and in no event may a grievant avail himself of both procedures.

Subd. 4. Step IV: The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative is unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses. The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

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

1. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
2. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceeding without loss of wages.

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

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

ARTICLE XVI: UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

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

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

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

Subd. 2. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and has successfully had teaching experience in such subject matter or field within the past five (5) years, excluding teacher on special assignment. Successful teaching experience is defined as having taught the subject matter or field for at least 89 contract days and three hours or more per day.

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified teachers and commences with the initial date of service with the School District in a position requiring a teaching license.

For seniority purposes, teachers on special assignment should be placed on the seniority list according to their licensure area.

Section 3. Unrequested Leave of Absence:

Subd. 1. Terms: The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, 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 as mutually agreed upon by the teacher and the School District.

Subd. 2. Notice: Teachers placed on such leave shall receive initial notice by June 1st, and final notice by July 1st of the school year prior to the commencement of such leave with reason for said placement.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions:

1. A Teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 – licensed, Tier 2 – licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and Tier 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated in initial date of service as a licensed teacher.

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.

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

Subd. 5. Tie-Breaker: In the case of equal seniority, the following steps will be followed in order until the tie is broken:

1. Years of service as qualified teacher. Preference given to years of qualified teaching service within district.
2. Special or advanced certification in subject area
3. Total graduate credits beyond master's degree
4. Total graduate credits beyond a bachelor's degree
5. Most recent summative evaluation outcome, including Professional Growth Plan
6. Employment history of coaching/advising of any curricular, extra-curricular or co-curricular programs, preference given to active coaches/advisors.

Subd. 6. Additional Assignments: If reduction in number of teachers based on seniority would result in the discontinuance of any curricular program, the teacher in such program may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the School District.

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

Subd. 8. Vacancies and Notifications: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the School Board of their desire to accept the position within ten (10) days of the date of notification that a position is available to that teacher on unrequested leave. The District will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 4. Dropping a License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current

assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Section 5. Reinstatement:

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

Subd. 2. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment: If a full-time position becomes available for a qualified teacher on ULA, the School District shall mail, by certified mail, the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept, in writing by certified mail, within such ten (10) business day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years (5) or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence, or, if not available, to other positions in the School District in the fields in which they are qualified. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from. Acceptance of a lesser position does not change any of the timelines that are in place related to the original ULA.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease for (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board, Education Minnesota Barnesville, and the qualified teacher.

Section 6: Establishment of Seniority List:

Subd. 1. Preparation: By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted at all school buildings in the District and email notification will be provided to teachers when the list is initially posted.

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

Subd. 3. Final List: Within ten (10) business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the District and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the hearing process outlined in Section 10 Procedure.

Section 7. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for the purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

Section 8: 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 9. Procedure: Following School Board action on discontinued positions and School Board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

1. States the applicable grounds for the proposed placement,
2. Provides notice to the teacher of their right to request a hearing on proposed placement within 14 days from the receipt of the notice; and
3. Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's proposed placement action.

Subd. 1. Right to a Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to School Board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance as provided in this agreement commencing at the grievance mediation level.

Subd. 2. Final Board Action: Final School Board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final School Board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the grievance mediation process.

ARTICLE XVII: DURATION

Section 1. Terms and Reopening Negotiations: This Master Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Master Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Master Agreement.

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

Section 3. Finality: Any matters relating to the current contract terms, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement.

Section 4. Severability: If any provision of this Master Agreement or any application of the Master Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII: DUPLICATION OF AGREEMENT

Copies of this Master Agreement titled "Master Agreement between the Barnesville School District and Education Minnesota-Barnesville" shall be duplicated electronically or hardcopy form at the expense of the School District within thirty (30) days after the Agreement is signed. An electronic copy will be made available for all staff members, will be posted on the District Web Site and upon request a hardcopy of the Agreement will be presented to those hereafter employed, or considered for employment by the School Board. Furthermore, the school district shall furnish five (5) copies per building, a total of (10) copies per District of the Master Agreement to the association for its use.

ARTICLE XIX: DOCUMENT AUTHORIZATION

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

Education Minnesota Barnesville

Lisa D. Gilbertson
President

Megan Skogard
Secretary

Tracy Linn
Chief Teacher Negotiator

Dated this: April 4, 2024

Independent School District # 146

[Signature]
School Board Chairperson

Ryan Linck
School Board Clerk

[Signature]
Chief School Board Negotiator

Dated this: April 15, 2024

2023-2024 SCHEDULE A

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
1	44,159	45,129	46,147	47,340	48,573	49,899	51,324
2	45,129	46,147	47,340	48,573	49,899	51,324	52,840
3	46,147	47,340	48,573	49,899	51,324	52,840	54,455
4	47,340	48,573	49,899	51,324	52,840	54,455	56,172
5	48,573	49,899	51,324	52,840	54,455	56,172	57,980
6	49,899	51,324	52,840	54,455	56,172	57,980	59,903
7	51,324	52,840	54,455	56,172	57,980	59,903	61,931
8	52,840	54,455	56,172	57,980	59,903	61,931	64,074
9	54,455	56,172	57,980	59,903	61,931	64,074	66,391
10	56,172	57,980	59,903	61,931	64,074	66,391	68,886
11	57,980	59,903	61,931	64,074	66,391	68,886	71,559
12	59,903	61,931	64,074	66,391	68,886	71,559	74,407
13	61,931	64,074	66,391	68,886	71,559	74,407	77,431
14	64,074	66,391	68,886	71,559	74,407	77,431	80,635
15	66,391	68,886	71,559	74,407	77,431	80,635	84,013

*MA = BA+60 and MA+10 = BA+75

2024-2025 SCHEDULE B

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
1	45,926	46,934	47,992	49,233	50,515	51,895	53,377
2	46,934	47,992	49,233	50,515	51,895	53,377	54,953
3	47,992	49,233	50,515	51,895	53,377	54,953	56,634
4	49,233	50,515	51,895	53,377	54,953	56,634	58,418
5	50,515	51,895	53,377	54,953	56,634	58,418	60,299
6	51,895	53,377	54,953	56,634	58,418	60,299	62,299
7	53,377	54,953	56,634	58,418	60,299	62,299	64,409
8	54,953	56,634	58,418	60,299	62,299	64,409	66,637
9	56,634	58,418	60,299	62,299	64,409	66,637	69,047
10	58,418	60,299	62,299	64,409	66,637	69,047	71,642
11	60,299	62,299	64,409	66,637	69,047	71,642	74,421
12	62,299	64,409	66,637	69,047	71,642	74,421	77,383
13	64,409	66,637	69,047	71,642	74,421	77,383	80,529
14	66,637	69,047	71,642	74,421	77,383	80,529	83,860
15	69,047	71,642	74,421	77,383	80,529	83,860	87,374

*MA = BA+60 and MA+10 = BA+75

2023-2024 SCHEDULE C

Position		Step 1	Step 2	Step 3	Step 4	Step 5
		BA Step 1	BA Step 2	BA Step 3	BA Step 5	BA Step 8
	%	44,159	45,129	46,147	48,573	52,840
Football, Volleyball, Basketball, Wrestling						
Head	12.00%	5,299	5,415	5,538	5,829	6,341
Assistant	8.50%	3,754	3,836	3,922	4,129	4,491
9th Grade	7.25%	3,202	3,272	3,346	3,522	3,831
7th & 8th	5.00%	2,208	2,256	2,307	2,429	2,642
Cheerleading - Per Activity (Football, Basketball, Wrestling)						
High School CL	2.00%	883	903	923	971	1,057
Track & G, Baseball, Softball, Golf, Cross Country						
Head	10.75%	4,747	4,851	4,961	5,222	5,680
Assistant	6.00%	2,650	2,708	2,769	2,914	3,170
7th & 8th	4.80%	2,120	2,166	2,215	2,331	2,536
Music						
Jazz Band	2.50%	1,104	1,128	1,154	1,214	1,321
Marching Band	2.50%	1,104	1,128	1,154	1,214	1,321
Pep Band	2.50%	1,104	1,128	1,154	1,214	1,321
Show Choir	2.50%	1,104	1,128	1,154	1,214	1,321
Plays						
Musical per Director	3.00%	1,325	1,354	1,384	1,457	1,585
Declamation						
Debate/Speech	2.50%	1,104	1,128	1,154	1,214	1,321
Advisors						
AFS	1.50%	662	677	692	729	793
Art Club	1.50%	662	677	692	729	793
E-sports	2.50%	1,104	1,128	1,154	1,214	1,321
FCCLA	4.50%	1,987	2,031	2,077	2,186	2,378
FFA	5.50%	2,429	2,482	2,538	2,671	2,906
Knowledge Bowl	3.00%	1,325	1,354	1,384	1,457	1,585
Knowledge Bowl -Jr High	2.50%	1,104	1,128	1,154	1,214	1,321
National Honor Society	1.00%	442	451	461	486	528
One Act Play	2.50%	1,104	1,128	1,154	1,214	1,321
PaY Advisor	2.50%	1,104	1,128	1,154	1,214	1,321
Prom Advisor	3.00%	1,325	1,354	1,384	1,457	1,585
Renaissance	3.00%	1,325	1,354	1,384	1,457	1,585
Robotics	2.50%	1,104	1,128	1,154	1,214	1,321
School Patrol	2.00%	883	903	923	971	1,057
Student Council	6.00%	2,650	2,708	2,769	2,914	3,170
Weight Room Coordinator	5.00%	2,208	2,256	2,307	2,429	2,642
Wellness Coordinator	1.50%	662	677	692	729	793
Yearbook	6.00%	2,650	2,708	2,769	2,914	3,170
Misc.		Per Event	Per Hour			
Bus Chaperone		34	\$0.205/mile	(Which ever is greater)		
Concessions		93	na			
Drivers' Ed		na	26.72			
Staff Development		na	32.00			
Summer School		na	26.72			
Supervisor		48	na			
Ticket Taker		48	na			

2024-2025 SCHEDULE C

Position		Step 1	Step 2	Step 3	Step 4	Step 5
		BA Step 1	BA Step 2	BA Step 3	BA Step 5	BA Step 8
	%	45,926	46,934	47,992	50,515	54,953
Football, Volleyball, Basketball, Wrestling						
Head	12.00%	5,511	5,632	5,759	6,062	6,594
Assistant	8.50%	3,904	3,989	4,079	4,294	4,671
9th Grade	7.25%	3,330	3,403	3,479	3,662	3,984
7th & 8th	5.00%	2,296	2,347	2,400	2,526	2,748
Cheerleading - Per Activity (Football, Basketball, Wrestling)						
High School CL	2.00%	919	939	960	1,010	1,099
Track B & G, Baseball, Softball, Golf, Cross Country						
Head	10.75%	4,937	5,045	5,159	5,430	5,907
Assistant	6.00%	2,756	2,816	2,880	3,031	3,297
7th & 8th	4.80%	2,204	2,253	2,304	2,425	2,638
Music						
Jazz Band	2.50%	1,148	1,173	1,200	1,263	1,374
Marching Band	2.50%	1,148	1,173	1,200	1,263	1,374
Pep Band	2.50%	1,148	1,173	1,200	1,263	1,374
Show Choir	2.50%	1,148	1,173	1,200	1,263	1,374
Plays						
Musical per Director	3.00%	1,378	1,408	1,440	1,515	1,649
Declamation						
Debate/Speech	2.50%	1,148	1,173	1,200	1,263	1,374
Advisors						
AFS	1.50%	689	704	720	758	824
Art Club	1.50%	689	704	720	758	824
E-sports	2.50%	1,148	1,173	1,200	1,263	1,374
FCCLA	4.50%	2,067	2,112	2,160	2,273	2,473
FFA	5.50%	2,526	2,581	2,640	2,778	3,022
Knowledge Bowl	3.00%	1,378	1,408	1,440	1,515	1,649
Knowledge Bowl -Jr High	2.50%	1,148	1,173	1,200	1,263	1,374
National Honor Society	1.00%	459	469	480	505	550
One Act Play	2.50%	1,148	1,173	1,200	1,263	1,374
PaY Advisor	2.50%	1,148	1,173	1,200	1,263	1,374
Prom Advisor	3.00%	1,378	1,408	1,440	1,515	1,649
Renaissance	3.00%	1,378	1,408	1,440	1,515	1,649
Robotics	2.50%	1,148	1,173	1,200	1,263	1,374
School Patrol	2.00%	919	939	960	1,010	1,099
Student Council	6.00%	2,756	2,816	2,880	3,031	3,297
Weight Room Coordinator	5.00%	2,296	2,347	2,400	2,526	2,748
Wellness Coordinator	1.50%	689	704	720	758	824
Yearbook	6.00%	2,756	2,816	2,880	3,031	3,297
Misc.		Per Event	Per Hour			
Bus Chaperone		36	\$0.214/mile	(Which ever is greater)		
Concessions		97	na			
Drivers' Ed		na	27.79			
Staff Development		na	33.28			
Summer School		na	27.79			
Supervisor		50	na			
Ticket Taker		50	na			