

AGREEMENT

between

**NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT 916
White Bear Lake, Minnesota 55110**

and

**916 FEDERATION OF TEACHERS,
LOCAL 3748**

Effective July 1, 2015 through June 30, 2017

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ARTICLE I

PURPOSE

Section 1. Parties: This contract is entered into between the School District of Northeast Metropolitan Intermediate School District 916, (hereinafter referred to as the "school district") and the 916 Federation of Teachers, Local 3748, A.F.T. – N.E.A. – Education Minnesota - A.F.L.-C.I.O. (hereinafter referred to as the "federation") pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as "P.E.L.R.A.") to provide the terms and conditions of employment for employees during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. 916 Federation of Teachers: The school district hereby recognizes the federation as the sole and exclusive bargaining representative for all professional personnel who are required to be, and are licensed by the State Board of Education or State Board of Teaching. Such representation shall exclude the superintendent, directors, managers, supervisory and confidential employees, essential employees, as defined in P.E.L.R.A., and such other employees excluded by law. The term "teacher" when used hereinafter in the Agreement shall refer to all licensed professional employees in the bargaining or negotiating unit as above defined.

Section 2. Other Parties: The school district agrees not to negotiate with or recognize any teachers' organization other than the federation so long as the federation is the duly authorized exclusive bargaining agent of the teachers of the school district.

ARTICLE III

DEFINITIONS

Section 1. Employee: The term "employee" means a member of the bargaining unit as defined in this Agreement.

Section 2. Federation: The term "federation" as used in this Agreement, shall mean the 916 Federation of Teachers, Local 3748 - A.F.T. – N.E.A. – Education Minnesota - A.F.L. - C.I.O.

Section 3. School District: The term "school district" shall mean Northeast Metropolitan Intermediate School District 916 and its designated officials and representatives.

Section 4. School Board: The term "school board" shall mean the school board of

Northeast Metropolitan Intermediate School District 916 and/or its designated officials and representatives.

Section 5. Other Terms: Terms not otherwise defined in this Agreement shall have those meanings as defined in P.E.L.R.A.

Section 6. Designee: Any reference in this Agreement to a particular school official shall mean that official or designee.

Section 7. Extended Contract: The term "extended contract" shall mean any time worked by an employee for the school district beyond the 184-day contract year.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF SCHOOL BOARD

Section 1. School Board Managerial Rights and Responsibilities:

Subd. 1. Managerial Policy: A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Subd. 2. Responsibilities: The federation recognizes that the school board and its representative have responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the school board and its representative not in conflict with the provisions of this Agreement.

Subd. 3. Authority: The laws of the State of Minnesota have vested in the school board the full authority and power to manage, control and direct the operation of the school district and to adopt, modify or repeal policies, rules and regulations for the school district. All such authority and power of the school board shall continue unimpaired, except as limited by the specific provisions of this Agreement.

Section 2. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform the teaching and other services designated by the school district and shall be governed by the laws of the State of Minnesota, and by the school board rules, regulations, directives, and orders, issued by properly designated officials of the school district, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

ARTICLE V

EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Organization Business: Representatives of the federation shall be permitted to transact official federation business on school property at reasonable times, provided that such business shall not interfere with or interrupt normal school activities. Representatives who are not employees of District 916 shall notify the building office of their presence. The superintendent or his designee shall determine whether or not such business is interfering with or interrupting normal school activities and direct the participants to cease.

Section 2. Use of Equipment: The federation may use school equipment on school premises provided that such use does not interfere with normal school activities or the discharge of regular duties. Such use will be subject to approval of the superintendent or the superintendent's designee. The federation will bear full cost of district provided labor, materials, and supplies used, and will submit a report of such use of district provided items to the director of business administration or authorized designee following such use.

Section 3. Use of Communication Facilities: The federation shall have the right to post notices of activities and matters of federation concern on employee bulletin boards, at least one of which shall be provided in each school building which has six or more teachers. The federation may use the district mail service, e-mail and employee mail boxes for communications to employees. All bulletins and materials distributed through district mails by the federation shall be under the name of the federation, and one copy of distributed materials shall be sent simultaneously to the superintendent. The federation shall be responsible for the content of all such materials.

Section 4. Dues Check Off and Fair Share Fee: The Federation shall submit notice to the school district of any employee who has completed a signed membership application. As soon as possible after receipt of such notice the school district shall deduct the membership dues of the Federation.

Subd. 1. Deduction: Pursuant to such notice and for so long as not revoked in writing, the school district shall deduct in sixteen (16) equal installments beginning on the second pay day in October and ending on the first pay day in June. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payments by the first pay day in June after one catch-up deduction per employee is made mid-year. Employees contracted for less than the full school year shall be eligible to have dues deducted for the federation for the number of months remaining to termination or the first pay day in June, whichever comes first. The school district is not responsible for deductions for employees not under individual contract.

Subd. 2. Fair Share Fee: Upon written request of the federation, the school district shall deduct a fair share fee, as determined by the federation, from the pay of any employee who has received the notice of fair share fee from the Federation.

Subd. 3. Board Remittance of Dues: With respect to all sums deducted by the school district for membership dues, the school district shall remit to the federation, within ten (10) working days after the last working day of each month, the total amount deducted, accompanied by an alphabetical list of employees to whom such deductions have been made.

Subd. 4. Federation Responsibility: The federation agrees to provide the school district ongoing updates of membership and to furnish information needed by the school district to fulfill the provisions of this section, and not otherwise available to the school district.

Section 5. User Fees: No employee shall be charged parking fees, usage fees or accessibility fees at a Northeast Metropolitan School District facility, site or program.

Section 6. Right to Meet and Confer: Public employees who are professional employees as defined in P.E.L.R.A. have the right to meet and confer with the school district regarding policies and matters not included under M.S. 179A.03, Subd. 19.

Subd. 1. Committee: A committee shall be appointed, to function after negotiations have been closed, to handle and exchange views and concerns on nonnegotiable items, which shall include policies and procedures and those matters relating to their employment not included under "meet and negotiate" requirements. This committee shall be composed of three (3) representatives designated by the school board and three (3) representatives designated by the federation as exclusive representative. Alternates may be named. Pursuant to P.E.L.R.A., the committee shall meet at reasonable times upon request of either party. The committee shall not meet while negotiations are in process, except by mutual consent.

Section 7. Use of Buildings: The federation, after a minimum of twenty-four (24) hours written request and approval by the superintendent or his designee, may use school buildings or buildings leased by the school board for meeting purposes. Such use may not interfere with school district activities. The federation shall request such usage in writing to the superintendent or his designee indicating the meeting space requested and the number of persons to be in attendance. If the superintendent or his designee approves the usage of the building, such use shall be at no cost to the federation, provided that additional custodial or other services are not required. If the superintendent or his designee determines that additional custodial or other services result, the superintendent or his designee shall inform the federation in writing, indicating the cost for such use, and the federation shall bear full cost of the additional services.

Section 8. Official Business of the Exclusive Representative:

Subd. 1. Business Leave: The federation, as exclusive representative, shall have business leave of up to a maximum of 120 hours each fiscal year covered by this Agreement, with no deduction in pay. The federation president will notify the

superintendent or his designee at least three (3) working days prior to the date of intended leave of the time and duration of the business leave. Federation business days should not be used during school district in-service days. Hours taken beyond the 120 hours shall be charged to personal or annual leave, and require superintendent approval prior to the leave. Federation business leave, as defined in this section, is intended primarily to cover federation business requiring the member's presence away from the building of employment for Federation related meetings, training, conferences and legislative events, excluding member rights meetings. Business leave is available only during the school calendar year, not the summer months. The superintendent may otherwise pre-approve exceptions.

Subd. 2. Federation Officer's Release Time: A Federation Officer shall be released from .5 FTE of his/her regular assignment based upon a 184-day regular contract, subject to the school district's right to approve or disapprove release time for any Federation Officer, considering the best interests and continuity of the program to which the Federation Officer is assigned, and the availability of a qualified person to fill the .5 FTE vacancy. The Federation Officer released will be compensated by the school district as if a full-time employee, however, the Federation shall cost into the negotiated teacher settlement the cost of the .5 FTE substitute teacher retained to replace the Federation Officer, at the pro rata portion of the BA00, step one salary.

Section 9. Board Agenda Items: The school board shall place on the agenda of each regular board meeting under the appropriate heading any matters brought to its consideration by the federation so long as those matters are made known to the superintendent's office at least seven (7) working days prior to said meeting, and so long as those matters have been processed through the terms of this Agreement.

ARTICLE VI

EMPLOYEE RIGHTS AND OBLIGATIONS

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

Section 2. Right to Information and Membership: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Upon employment, employees shall be directed to the school district website for a copy of the current federation contract.

Section 3. Right to Accessibility to Personnel Files: All evaluations and files relating to each individual employee shall be available for review during regular school business hours to

each individual employee upon written request. The employee shall be notified in writing of any documents relating to promotion, demotion, evaluation or discipline. The employee shall have the right to request reproduction of any of the contents of the file at the employee's personal expense and to submit for inclusion in the file written information in response to any materials contained within; provided, however, the school district may destroy such files as provided by laws. The employee may have representation during this review. Written documents relating to promotion, demotion and evaluation shall be available for review and initialing by the employee at the time of review. Files should be reviewed in the personnel office and in the presence of the personnel officer or designee. Files shall be made available within two (2) working days after written request by the employee to the personnel office and reviewed in said office.

Section 4. Reprimands, Discipline, and Cause:

Subd. 1. Immediate Supervisor: The immediate supervisor may reprimand an employee orally or in writing at any time. Upon request of the employee, before the supervisor may proceed with a reprimand, the employee shall be entitled to have a federation representative present, provided such representative is available within a reasonable time.

Subd. 2. Administrative Review: An employee may request that any written reprimand shall be reviewed at the administrative level. Such request shall be made within five (5) days of the receipt of the reprimand. Upon the request of an employee, such an administrative review shall take place within five (5) days. The employee may have a federation representative present at this review. The written review at the administrative level shall be included in the employee's personnel file. For purposes of this subdivision an administrative review shall mean a review by the superintendent or designee.

Subd. 3. Suspension Without Pay: No employee may be suspended without pay except for proper cause as defined in Minn. Stat. § 122A.40, Subd. 9 (a)-(d), or Subd. 13 (a) (1)-(6). Suspension shall be made by the superintendent or designee only after a meeting with the employee and the employee's representative. The employee shall be entitled to have a federation representative present provided such representative is available within a reasonable time. Any suspension shall be subject to the grievance procedure.

Section 5. Transfer:

Subd. 1. Voluntary Transfers: Requests for voluntary transfer to open positions shall be made in writing to the employee's supervisor and the superintendent or designee. Reasons for transfer, school desired, grade or position desired, and qualifications should be given. Requests for a transfer to a different building shall be made in writing, with a copy to the employee's supervisor and to the Business Manager. The employee may also file a copy of such requests with the Secretary of the Federation. Such requests must be renewed each year to ensure current consideration. Employees

who apply for a transfer shall receive a written reply at the time the position is filled. Specialty experience and/or training in addition to license may be considered in determining qualification.

Subd. 2. Involuntary Transfers: For purposes of this subdivision an involuntary transfer shall be defined as a change of assignment that results in a program/building change or causes the employee to use a teaching license different from their current assignment. Involuntary transfers shall be offered to the qualified employee with the most seniority. For purposes of this subsection, qualified shall mean an employee who shall have the state license on the current district seniority list. The employee must have any such licenses on file in the Personnel Office. The employee shall have the option to accept the transfer or decline. If declined, the transfer shall be offered to the next ranking qualified employee and on down. If all preceding employees decline, the least senior qualified employee shall be obligated to take the transfer.

Subd. 3. Involuntary Transfer Of Classrooms Between Building Sites: The school district and federation agree that the involuntary transfer of a teacher's classroom from one building site to another building site requires additional effort by the affected teacher to facilitate the move for which the teacher shall be paid a one-time payment for each such move at Two-Hundred Fifty Dollars (\$250) with no additional payment based upon hourly rate of pay. This subdivision excludes the opening of new buildings or reopening of remodeled buildings.

Section 6. Vacancy: When vacancies in the school district occur, the vacancy notice shall be posted on the school district website and included in the Staff Bulletin. Such postings shall remain for a minimum of seven (7) calendar days. All employees shall be given an opportunity to apply to such vacancies within the time period stated in the posting. If a qualified district employee applies and is refused the position, upon request, such employee shall be entitled to an interview with a school district supervisor who is in a position to review the school district's decision.

Section 7. Teacher Academic Freedom: Employees have the right to protection from any censorship or restraint which might interfere with their obligation to pursue truth within the guidelines and philosophy of the school district. Freedom of individual expression shall be encouraged and guaranteed by the school district to all its employees. Employees shall be free to introduce into classroom presentation and discussions politically, religiously, or otherwise controversial materials, provided that said material is relevant to the course content, that the material is suitable to the student's background or maturity, and that the employee presents or arranges for the presentation of both sides of issues on which there exists conflicting opinions.

ARTICLE VII

DUTY DAY AND DUTY WEEK

The provisions of Article VII shall be suspended during the 2015-2017 Master Agreement and while negotiations for its successor are underway, consistent with the attached Memorandum of Understanding relating to the Professional Duty Day.

Section 1. Duty Day:

Subd 1. Length: The basic on-site duty day for full-time employees inclusive of lunch shall be eight (8) consecutive hours, exclusive of additional professional responsibilities which the district may assign beyond the basic on-site duty day. Exceptions to the consecutive hour assignment may be made based upon mutual agreement between the district and affected employee and notice to the Federation. The on-site duty day for employees who are contracted to work 4 hours or less shall not include lunch. The on-site duty day for persons contracted to work more than four hours but less than eight hours per day shall include a lunch period in a pro-rata amount.

Subd. 2. Duty Day: The eight (8) hours shall consist of up to six (6) hours of student contact instructional activity and the remainder to be utilized in preparation and materials development, and attendance at various district scheduled meetings, lunch and breaks. The six (6) hours of student contact instructional activity shall include fifty (50) minutes of preparation time. Part-time instructional staff involved with student contact may be assigned preparation time on a pro-rata basis if they are involved in the development of learning materials as well as the day-to-day preparations for instruction. This subdivision shall not apply to employees who do not have regular and direct classroom responsibilities.

Subd. 3. Traditional Duty Day/Duty Week Positions: Each division director is responsible for setting the hours of the duty day between 6:00 a.m. and 6:00 p.m., subject to Subd. 4 of this Section.

Subd. 4. Alternative Duty Day/Duty Week Positions: Positions requiring hours scheduled outside the 6 a.m. to 6 p.m. duty day and/or outside the Monday-Friday 8-hour duty day, as defined in Article VII, Section 1, Subd. 1, shall be posted as such at the time the position is created by the School Board, except as agreed upon by the school district and federation.

Section 2. Work Week: The basic on-site duty week for school district employees, inclusive of lunch, shall be forty (40) hours exclusive of additional professional responsibilities which the district may occasionally assign.

Section 3. Modifications in Duty Day and Work Week: In the event of an order by authorized federal or state authority, the school district may modify the duty day or work week to place the school district in compliance with such federal or state order, but with the

understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week. Prior to implementing any such modifications, the school district shall meet and confer with the federation.

Section 4. Duty Free Lunch: Each employee who is regularly employed for more than four (4) hours per day shall have a thirty (30) minute duty-free lunch period per day.

Section 5. Duty During Lunch: In exceptional situations, an employee may be required to perform duty during the duty-free lunch period. In these situations, the employee shall be compensated for such service performed at their regular hourly rate, prorated up to thirty (30) minutes, or the school district may provide the employee compensatory time as provided in Article VIII, Section 5.

Section 6. Place of Duty: No employee shall be away from the place of duty during the hours for assigned instructional purposes or additional activities except as provided in Section 7 regarding breaks, or as otherwise approved by the supervisor.

Section 7. Breaks: Employees shall be entitled to a total of thirty (30) minutes break time during the regular eight (8) hour work day. This break time shall be in addition to the thirty (30) minute duty free lunch. The break time can be distributed according to department needs. Except for unusual circumstances, fifteen (15) minutes will be scheduled in the morning and fifteen (15) minutes in the afternoon. Part-time employees will receive breaks on a proportionate basis as their work day is to the eight-hour day.

Section 8. Staff Meetings: The administration shall make reasonable effort to see that staff meetings, including professional learning community meetings, and required workshops shall be held during the hours of the duty day.

Section 9. Meeting Attendance: An open house shall be recognized by members of the staff as a professional responsibility. Advisory committees, parent group meetings, district-sponsored student events shall be recognized as a professional responsibility to the extent that there shall be appropriate staff representation.

Section 10. Curriculum Development: The school district will designate not less than three (3) duty days each contract year as release time to permit instructors to work on curriculum requirements for individual program sites.

Section 11. Case Management for Special Education Teachers: With the pre-approval of the Manager or Principal, special education case managers may be granted up to 120 minutes during the normal work day to prepare an assessment, IEP or evaluation report. The request for such additional time shall be made at the assessment determination meeting. Case managers shall keep a log of time used for each summary of the initial assessments/reassessments, and shall submit these logs to the Special Education Director twice a year.

ARTICLE VIII
DUTY YEAR

To the extent the provisions of Article VIII are inconsistent with the attached Memorandum of Understanding on the Professional Duty Day, the MOU shall control.

Section 1. Days: The school board shall adopt the calendar of school days and workshop days for the following school year by its regular meeting in April of each year. Employees shall perform services on such days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. Emergencies: In the event of energy shortage, severe weather, or other exigency, the school district reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the school board or its designated representative shall determine, if any.

Subd. 2. Make-up Days: Prior to scheduling more than two (2) make-up days pursuant to Subd. 1 hereof, the school district shall meet and confer on such matters.

Subd. 3. Closings: Unless otherwise specified in the radio closing announcement or electronic system, staff is not obligated to report to their locations in the event of school closing unless directed to do so. At those particular locations requiring different arrangements, the school district shall provide instructions regarding school closing. The employee shall not be required to use pre-approved personal leave in the event of a closing.

Subd. 4. School Open - Inability to Report: In the event that school is in session and the employee is unable to report for duty as a result of inclement weather, or impassible roads, or as a result of other similar conditions, the employee will be required to take personal leave, or emergency leave, if they have such leave accrued, or the employee's salary will be reduced by the appropriate amount for the days absent.

Section 3. Basic Duty Year:

Subd. 1. Basic Duty Year: The basic duty year for regular full-time employees shall consist of 184 duty days for the 2015-2016 contract year and 184 duty days for the 2016-2017 contract year as prescribed by the school calendar and as assigned by the school district. The basic duty year for new hires during the first year of employment shall consist of 187 duty days without additional compensation for the additional three (3) duty days. If the employee's assignment is reduced by the school district to a lesser number than 184 duty days during the term of this contract, pursuant to Minn. Stat. §

122A.40, the employee's compensation shall be adjusted pro-rata downward accordingly.

Subd. 2. Extended Contracts: If the employee is employed under an extended contract, the employee shall be compensated pursuant to Article IX, Section 2, Subd. 3.

Subd. 3. Limitation: The 184 day basic duty year assignment shall be an assignment within the framework of the middle of August to the middle of June, except as otherwise provided by mutual agreement between the school district and the federation. This limitation shall not apply to the alternate calendar at the Valley Crossing Community School.

Subd. 4. Within the basic duty year, days not designated as student contact days or district-wide in-service, shall be reserved for curriculum development, grade reporting, district designated parent-teacher conferences, or site-based or program-based in-service. One (1) day shall be reserved at the beginning of each school year for the preparation/set-up of the classroom and one (1) day at the end of the year for clean-up/checkout and the equivalent of one day shall be reserved as a duty day without meetings or staff development. The Superintendent and Directors shall set the parameters for the school calendar each year. Each school site/program shall have a calendar committee, consisting of staff and administration, to make site-based decisions within the district-wide calendar parameters.

Section 4. Extended Contracts:

Subd. 1. Assignment: Extended contracts, as available, will first be offered by seniority to teachers whose primary instructional assignment for the year in which the extended contract is issued, is in the specific area of instruction. Thereafter, extended contracts will be offered, as available, to the most senior instructor qualified to instruct in the specific program area. The total of an employee's paid employment for the school district shall not exceed forty (40) days beyond the annual contract. Exceptions shall be subject to meet and confer with the federation.

Subd. 2. Posting: The school district will post extended contract positions for a period of ten (10) calendar days in advance of the application period. Interested employees shall submit written requests for assignment within five (5) days following the posting period. The school district shall notify employees of the extended assignment, with such assignments subject to the provisions of this Agreement.

Subd. 3. Time Off Without Pay: Employees on extended contracts may take up to two (2) days off without pay during a fifteen-day extended contract. For extended contracts which are longer than fifteen (15) days, employees may take up to the number of days off without pay equal to 2/15 of the number of days actually worked by the employee. Any time off without pay must be requested at the time of application for an extended contract and approved by the Director, except for extended contracts at the Alternative Learning Centers. Requests for days off without pay during extended

contracts at the ALC's must be submitted by May 1 and approved by the Director.

Section 5. Compensatory Time: Compensatory time is limited to compensating individuals who are required to be on duty beyond regular time as contemplated by this agreement as follows:

Subd. 1. Compensatory time must be approved in writing in advance by the employee's supervisor, subject to approval of the Division Director.

Subd. 2. Compensatory time shall be allowed at the employer's option.

Subd. 3. Compensatory time use, if allowed by the employer, will require the individual employee to arrange program coverage.

Subd. 4. Compensatory time will be credited as follows:

Weekdays - regular hour for hour
Friday, 3:30 p.m. through Monday, 7:00 a.m. at the rate of 1-1/2 times, as per district policy

Subd. 5. Maximum accrual of compensatory time shall be 20 hours. In the event that compensatory time is required and exceeds the accrual maximum of 20 hours, the time approved by management will be paid to the teacher at the regular rate of pay.

Section 6: Job Sharing:

Subd. 1. Definition: The practice of two (2) or more persons employed by the school district to share a full-time (1.0 FTE) teacher position.

Subd. 2. Position: Each job share partner's obligation shall be the regular duty year as specified in Article VIII, Section 3, Subd. 1 of the Master Agreement, divided by the number of job share partners, unless otherwise agreed in writing by the school district and the partners. Each job share partner shall specify the days and hours to be worked by each partner in the application to the Manager/Director for the job sharing position. The Manager/Director shall have the authority to approve or disapprove of the proposed schedule. During the school year while the Job Sharing Agreement is in effect, the job share partners may make adjustments to the schedule, if mutually agreed upon, and if approved in advance by the Manager/Director.

Subd. 3. Duration: Each Job Sharing Agreement will be in effect for one school year. At the conclusion of the school year, each job share partner shall return to employment in the following school year at the same FTE level in effect for each of them before the job sharing began, unless one or both of the partners is non-renewed or is placed on a leave of absence following the job sharing year, pursuant to relevant provisions of the contract and state law.

Subd. 4. Professional Responsibilities: During the job sharing school year, the job share partners shall:

Part 1. Jointly teach the first three (3) student contact days and the last two (2) student contact days of the school year.

Part 2. Attend all workshop days.

Part 3. Teach for his/her partner, at no additional compensation, on days on which a partner pre-schedules and uses non-emergency leave, up to 40 hours each school year, in accordance with Subdivision 2 of this Section. The job share partner shall have the option to teach for his/her partner beyond 40 hours with compensation at the substitute teacher's rate. If the partner chooses not to teach for his/her partner beyond the 40 hours required to teach for his/her partner, a substitute teacher will be utilized.

Part 4. Jointly plan and organize curriculum and instruction.

Part 5. Jointly grade progress reports.

Part 6. Jointly attend conferences, open house, and those other days, if any, required of all staff.

Part 7. Ensure effective communication between partners, school, and parents by regularly using a variety of tools, such as, written correspondence, telephone communication, journals, and available technology.

Part 8. Attend meetings on each individual's scheduled work day and communicate information and directives to the other partner in a timely fashion.

Part 9. Share equipment, furniture, and basic supplies normally provided to one teacher.

Subd. 5. Benefits: Each job share partner shall receive the following benefits:

Part 1. Placement on the negotiated salary schedule shall be the percentage of the regular duty year worked by the job share partner.

Part 2. Any time worked above the job share time shall be paid pro-rata or be available as comp time, only if such payment or comp time is pre-approved by the Manager/Director.

Part 3. Other benefits as per the Master Agreement.

Subd. 6. Application: Job share applications must be submitted to the Manager/Director by March 1 of the year preceding the school year for which job sharing

is sought. Approval or denial shall be communicated to the applicants no later than June 15, except for job share applicants subject to an alternate calendar, for whom approval or denial shall be communicated no later than May 15 of the year preceding the school year for which job sharing is sought.

Subd. 7. Authority: School district retains sole and complete authority to approve or disapprove applications for job sharing based upon the needs of the program or school, recommendations from Managers or Directors, and other criteria deemed relevant to the school district.

Subd. 8. The decision to deny a job sharing application is not subject to the grievance procedure.

ARTICLE IX

COMPENSATION PLAN

Section 1. Contracts: Contracts for new staff shall specify the starting date, number of working days, and ending date of the individual contracts according to the individual program and school calendar. After the first year of employment, work assignments shall be provided to the employee in writing, not less than two weeks before the first student contact day of the school year if possible, subject to change due to student enrollment or other school district needs.

Section 2. Basic Compensation:

Subd. 1. 2015-2016 Rates of Pay: The wages and salaries reflected in Appendix A, attached hereto, shall be effective for the 2015-2016 school year. Eligible employees shall advance one (1) step beyond their 2014-2015 placement for the 2015-2016 school year, subject to Sections 4 and 5.

Subd. 2. 2016-2017 Rates of Pay: The wages and salaries reflected in Appendix B, attached hereto, shall be effective for the 2016-2017 school year. Eligible employees shall advance one (1) step beyond their 2015-2016 placement for the 2016-2017 school year, subject to Sections 4 and 5.

Subd. 3. Extended Contracts: Employees who teach under extended contracts shall be compensated on a pro-rata basis by dividing the annual salary by 184 days at 8 hours per day to arrive at the extended contract hourly rate.

Subd. 4. Placement on the Salary Schedule for New Instructional Employees:

Upon initial employment, employees shall be placed on a step of the Salary Schedule as agreed between the school district and employee and on lane placement pursuant to the provisions of this Article. Career and Technical teachers who have not earned a Bachelor's degree at the time of initial employment shall be placed in the lowest possible lane below the Master's lane. Those Career and Technical teachers who have not earned a Bachelor's Degree shall be allowed to advance up to and including the BA+45 lane prior to obtaining a Bachelor's Degree and shall not move to the Master's lane without first obtaining a Master's Degree.

Subd. 5. Step Advancement:

An employee commencing work in a given school year prior to February 1 shall be entitled to step advancement in the following school year subject to the language in Subdivisions 1 and 2 above. An employee commencing work after February 1 in a given school year shall be eligible for any modification in the step upon which the employee is hired, but shall not be eligible for step advancement in the subsequent school year.

Section 3. Lead Instructors:

Subd. 1. Lead Instructor Compensation:

A teacher designated as a lead instructor for the regular duty year shall be compensated at the rate of \$1,800 annually.

Subd. 2. Postings:

A job description with responsibilities shall be developed. Lead positions shall be posted with position responsibilities annually, and interested teachers may apply. In cases where a position assignment includes lead duties, the position shall be posted with a description of the lead responsibilities.

Subd. 3. Mentor Compensation:

An employee designated by the school district as a mentor for the regular duty year shall be paid \$600 per year per designated mentoring relationship. An employee designated to mentor two teachers shall be paid an additional \$300 for the second mentee. Employees designated to serve as a Mentor Site Facilitator shall be paid \$800 per year, in addition to any mentor compensation.

Section 4. Teachers on Special Assignment and Educational Coordinators:

An employee serving as either a teacher on special assignment (TOSA) or an educational coordinator shall be paid either at the employee's hourly rate of pay for hours actually worked beyond the basic duty year of 184 days, as mutually agreed upon in advance between the employee and the supervising administrator, or pursuant to an individual contract with a stated number of contract days.

Section 5. Professional Improvement Advancement:

The following rules shall be applicable in determining placement of an employee on the appropriate salary lane:

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 or as otherwise approved as an exception at the discretion of the

Superintendent in writing. The school district shall accept credits earned from any program in an accredited college or university, subject to the requirement that such credits are germane to the teaching assignment as determined by the school district, which determination is not subject to the grievance procedure.

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the Bachelor's Degree must be graduate credits and carry a grade equivalent of B or higher. Undergraduate credits or other coursework, workshops or training may be approved in writing by the Superintendent or designee under special circumstances. Credits beyond the Master's Degree obtained through workshops, seminars or other professional development experiences may be applied to the salary schedule, provided pre-approval is obtained from the Superintendent or designee. Such credits must be germane to the teaching assignment. The determination to grant or deny such credits shall not be subject to the grievance procedure, which pre-approval may not be unreasonably withheld. The employee shall pay for the cost of the professional development experience, which shall not occur during student contact time in any case, and shall not occur during the contract day unless pre-approved by the Superintendent or designee in his/her sole and unreviewable discretion. Master's Degree employees shall be granted one (1) credit for each ten (10) semester hours and fifteen (15) quarter hours of pre-approved professional development experience to be applied on the salary schedule for a lane change, up to a maximum of six (6) of the fifteen (15) credits required for a lane change. Career and Technical teachers shall be granted one (1) graduate quarter credit for each 50 hours of pre-approved work experience to be applied on the salary schedule for a lane change, up to a maximum of six (6) of the fifteen (15) credits required for a lane change. Credit under this subdivision shall be granted only for pre-approved work experience acquired after this contract is ratified.

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent or designee in writing prior to the taking of the course. No credits shall be approved for lane change after the credit is earned, unless the Superintendent or designee waives this requirement.

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 or the beginning of the second semester provided a transcript of qualified credits is submitted to the Superintendent's office no later than September 15 or February 1 each year. Credits submitted by transcript after September 15 or February 1, even though otherwise qualifying, shall not be considered until the following period. If a transcript is not available by September 15 or February 1, 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. Advanced Degree Program: An employee shall be paid on the masters 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 is approved in writing by the Superintendent or designee in advance, unless an exception in writing is

granted at the discretion of the Superintendent or designee.

Subd. 6. Application: Credits to apply to lanes beyond a particular lane, must be earned subsequent to the earning of the degree and must be taken through an accredited college or university.

Subd. 7. Exception: Workshops or conferences directly related to the employee's job assignment may be approved for lane change as an exception with prior written approval of the Superintendent or designee. Trade specific training classes shall receive one (1) quarter credit for each 10 hours of training/internship up to a maximum of six (6) of the fifteen (15) credits required for a lane change.

Subd. 8. Denials: The school district shall provide the federation with a copy of all lane change pre-approval forms that are denied.

Section 6. Salary Payments: Employees on the nearest working day for the nine (9) month contract year, or whose contracts are based on the nine (9) month contract year, shall be paid as follows. All employees hired before July 1, 2008 may elect to receive paychecks on a nineteen (19) paycheck method, beginning September 15 and ending June 15, if they elect to do so before July 1, 2008. Such employees shall have no option to revert to a twenty-four (24) paycheck method after July 1, 2008. All other employees hired before July 1, 2008 shall be paid on a twenty-four (24) paycheck method, beginning with September 15 and ending with August 30. All employees hired on or after July 1, 2008 shall be paid on a twenty-four (24) paycheck method. A schedule for payroll check distribution will be issued by the school district prior to the beginning of each school year. The schedule will accommodate the break in the school year due to Christmas holidays and also the end of the contract year in June.

Section 7. Deduction in Pay: For purposes of deduction in pay, the daily rate shall be 1/184 for the 184 day contract year. Deductions for staff members with a contracted duty year different from above shall be prorated based upon their actual contracted days.

Section 8. Hourly Pay Provisions: Pay for activities with hourly pay provisions shall be included in the regular checks within a reasonable number of working days of performance duties and submission of authorized and properly completed time sheets to the supervising administrator.

Section 9. Annuity Agreements: The school district shall purchase a tax-sheltered annuity or annuities for employees electing to have their salaries reduced according to the salary reduction agreement signed by the employee and according to provisions of the Internal Revenue Service. The school district shall not assume liability for security of the investment nor make a contribution greater or less than the sum elected to be reduced. Such reduction agreement shall be signed and submitted to the district personnel office any time during the year and shall be automatically renewed except by written cancellation or at termination of employment.

Section 10. Flexible Compensation Plan: Bargaining unit members may be eligible to participate in the district flexible compensation plan.

Section 11. Employee Payroll Deductions: Upon written request by the employee, the school district shall deduct from the wages of the employee the designated dollar amount and submit that dollar amount on a monthly basis to any of the following organizations:

1. Trustone Financial
2. United Way
3. State Capitol Credit Union
4. Tax Deferred Annuity
5. 916 Foundation
6. United Educators Credit Union
7. Others as mutually agreed upon

Section 12. Substitute Compensation for Regular Teachers: A teacher who with the pre-approval of the school district uses preparation or planning time to supervise or conduct a class for an absent teacher or a specialist shall be paid additional compensation at the rate of \$30 per hour. The school district shall assign supervision duties to teachers on a rotating basis or develop a plan for such supervision when such supervision occurs unexpectedly and not regularly. A teacher who takes another teacher's classroom of students, at the request of the school district, in addition to the teacher's own class, for two (2) or more hours of the student contact day shall be paid at the rate of Thirty Dollars (\$30.00) per hour in addition to the teacher's regular salary for each hour of substitution.

Section 13. Extracurricular Compensation: Employees accepting a voluntary assignment such as those identified in Subdivisions 1, 2, and 3 in this Section, shall be paid at the rate of \$30 per hour or in a lump sum, as determined by the school district in its sole discretion or as set forth below. Compensation for extended contracts, homebound instruction, extended school year, summer school, or workshops required by the District to maintain or obtain program certification shall be paid according to Article IX, Section 2, Subd. 3 at the employee's hourly rate.

Subd. 1. Curriculum Summer Writing, Graduation Standards and additional voluntary projects or assignments: Voluntary projects or assignments include, but are not limited to, Driver's Education or GED.

Subd. 2. Student Activity Supervision: Employees who supervise student extracurricular activities, unrelated to club activities described in Subdivision 4 of this Section, as requested by the school district.

Subd. 3. Voluntary Teacher Participation: Voluntary teacher participation at workshops, training or special projects, where the school district has determined that it will compensate employees for such voluntary participation.

Subd. 4. Student Clubs: Employees who supervise school board approved student clubs and activities shall receive payment for supervision of those activities according to the compensation schedule in Appendix D. Placement on this compensation schedule for student clubs and activities shall be done

through the meet and confer process using the following criteria: number of hours spent on the activity, number and nature of students who typically participate in the activity, the nature of the activity, and other relevant criteria developed through the meet and confer process. Employees paid for such clubs or activities shall not be eligible for additional compensation or compensatory time for on-campus or off-campus activities associated with such activities.

Subd. 5. Additional Duty Assignments: Employees who are assigned to serve as the chairperson of a district designated staff development committee shall be paid \$750 per year. The committee chairperson positions shall be posted annually. Employees who are assigned to serve as district trainers for Professional Crisis Management, Crisis Prevention Intervention or Behavior Tools shall be paid \$300 total per year, regardless of how many trainings the employee provides.

Section 14. One-time Stipends: Any employee who achieves the following recognition may receive a one-time stipend not to exceed \$2,000 for any of the following:

1. State Teacher of the Year
2. State Teachers of Excellence
3. National Teacher of the Year
4. Other recognition for outstanding performance or extraordinary contributions to the School District, not reflected on the salary schedule, as mutually agreed upon through meet and confer.

Section 15. Ongoing Stipends:

Subd. 1. Any employee who attains the following shall be paid \$1,250 each year: National Board for Professional Teaching Standards, Ph.D., Ed. D. or Ed. Specialist, not reflected on the salary schedule, and in a field of study germane to the teaching assignment.

Subd. 2. Any employee who attains, maintains and utilizes the following licensures or certifications, required for the teacher's job assignment, and not issued by the Minnesota Department of Education, shall be paid \$1,250 per year:

1. Nationally Certified School Psychologist
2. Certificate of Clinical Competence (CCC) – American Speech Language
3. Licensed Psychologist
4. Licensed Counseling Psychologist
5. Licensed Independent Clinical Social Worker
6. Licensed Physical Therapist
7. Licensed Occupational Therapist
8. Licensed Audiologist
9. Licensed School Nurse
10. Orientation & Mobility Specialist

An employee may qualify for payment of stipends under both Subdivision 1 and Subdivision 2.

Section 16. Longevity Payment:

Subd. 1. Effective July 1, 2015, the district shall pay a teacher a longevity payment of \$2,500 each year after completion of 20 full years of service to the school district. July 1, 2015, the district shall pay a teacher a longevity payment of \$3,500 each year after completion of 25 full years of service to the school district. Effective July 1, 2016, the district shall pay a teacher a longevity payment of \$1,500 after completion of 16 years of service to the school district.

To be eligible for payment the employee must have completed the 15, 20 or 25 full years of service in the district on or before September 1 of the year in which the longevity is payable. The longevity pay shall be added to the teacher's base salary and used in all computations of daily and/or pro-rata pay. For purposes of computing the 15, 20 or 25 year period, leaves of absence without pay shall not be counted, and the teacher must work a minimum of 120 days in a school year for that year to be counted. A teacher who is assigned to teach less than full time during eligibility shall be paid the longevity payment on a pro-rata basis, according to the FTE equivalent.

ARTICLE X

GROUP INSURANCE BENEFITS

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school district.

Section 2. Eligibility: Employees regularly employed .75 FTE or more shall receive maximum school district contribution as described in each section below. Employees regularly employed for less than .75 FTE but more than .5 FTE shall receive prorated school district contribution proportionate to the contracted FTE. Employees regularly employed for less than .5 FTE or employed on a temporary basis shall not be entitled to school district contribution or participation in the insurance plan.

Section 3. Medical-Hospitalization-Dental Insurance:

Subd. 1. Single Coverage: Effective July 1, 2015 the school district will contribute a sum not to exceed \$625 per month and towards the cost of the premium for individual coverage for each full-time employee employed by the school district who qualifies for and is enrolled in a school district group medical-hospitalization plan. Employees shall be eligible for contribution as provided in Section 2 hereof. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2015 the school district will contribute a sum not to exceed \$1,405 per month and effective January 1, 2015 the school district will contribute a sum not to exceed \$1,405 per month towards the cost of the premium for family coverage for each full-time employee employed by the school district who qualifies for and is enrolled in a school district group medical-hospitalization plan and who qualifies for family coverage. Employees shall be eligible for contribution as provided in Section 2 hereof. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 3. Dental - Single: Effective July 1, 2015 the school district will contribute a sum not to exceed \$55 per month towards the cost of the premium for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group dental plan and who qualifies for single coverage. Employees shall be eligible for contribution as provided in Section 2 hereof. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 4. Dental - Family: Effective July 1, 2015 the school district will contribute a sum not to exceed \$133 per month towards the cost of the premium for family coverage for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group dental plan and who qualifies for family coverage. Employees shall be eligible for contribution as provided in Section 2 hereof. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 5. Health Insurance Employer Contributions in the Year of Retirement: An employee who retires effective June 30 of any contract year shall continue to receive the school district health insurance contribution through August 31 in the year of retirement, which the employee was receiving at the time of retirement. An employee who retires prior to June 30 of any contract year shall receive a pro-rata portion of the school district health insurance contribution through August 31 in the year of retirement, which the employee was receiving at the time of retirement. These provisions are subject to the approval of the insurance carrier, if necessary.

Subd. 6. Voluntary Employee's Beneficiary Association/\$2,500 Deductible Plan: On July 1, 2012 and each month thereafter, the school district will contribute to the eligible employee's VEBA account Two Hundred Fifty Dollars (\$250.00) for those employees participating in the \$2,500 deductible school district group family health insurance plan and One Hundred Dollars (\$100.00) for those employees participating in the \$2,500 deductible school district group single health insurance plan.

Section 4. Income Protection Plan - L.T.D.: The school district shall provide income protection insurance for full-time employees of up to 66-2/3% of the employee's contracted annual gross pay. Less than full-time employees shall be eligible for contribution as provided in Section 2 hereof. The annual gross pay shall exclude additional assignments and/or contracts for work to be performed outside of the normal duty day.

Section 5. Life Insurance:

Subd. 1. Premium: The school district shall pay the full premium for a term life insurance policy for each full-time employee in the amount of \$50,000. Less than full-time employees shall be eligible for contribution as provided in Section 2 hereof.

Subd. 2. Supplemental: The school district shall also arrange the life insurance program so that an eligible employee may purchase additional life insurance at group rates, at the employee's expense through payroll deduction, in increments of \$10,000 up to a total of \$150,000, subject to the terms of the insurance policy.

Subd. 3. Dependent: The school district shall arrange for a life insurance program to provide options for dependent and spouse coverage at the employee's expense through payroll deduction, for eligible employees, in increments of \$10,000, up to a total of \$20,000 for spouse and children, subject to the terms of the insurance policy.

Section 6. Liability: The school district shall provide school district liability insurance in an amount not less than statutory requirements. This coverage is in addition to any personal liability coverage carried by the employee. The coverage provides for all professional actions except where personal negligence or criminal acts are involved.

Section 7. Worker's Compensation: The school district shall carry Worker's Compensation Insurance on all employees in case of injury or accident while acting within the scope of employment. When Worker's Compensation salary payments to the employee have started, the employee may decide:

Subd. 1. To be dropped from the school district payroll and be reimbursed by Worker's Compensation, or

Subd. 2. To remain on the district payroll with difference between the Worker's Compensation check and the full school district salary charged to sick leave until such leave is exhausted or the person returns to work. If this option is chosen, the Worker's Compensation check shall be endorsed to the school district. No deduction will be made from sick leave if the work-related injury was the result of a student assault. The amount of sick leave utilized pursuant to this subdivision shall not exceed the lesser of the employee's accrual or 90 days per incident.

Section 8. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further 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.

Section 9. Extension of Insurance Protection: Insurance plans shall continue in force,

if permitted by the carrier, at the employee's expense, for all school district approved leaves, pursuant to Article XIII hereof. In the event of employee termination, all school district contribution shall cease. However, an employee may, at the employee's own expense, continue to participate in such insurance plans for a period of time as required by law, and may enter into such conversion plans as are permitted by the carrier. In the event of such continued coverage, it is the responsibility of the employee to make arrangements with the school district to pay to the school district any monthly premium amounts due in advance and on such date as determined by the school district. If an employee suffers a work-related injury intentionally caused by a student, the school district shall contribute to the health insurance premium as if the employee was an active employee, up to 18 months from the date of injury, or the period of continuation coverage granted under 26 U.S.C. Section 4980B if greater than 18 months, up to a maximum of 36 months. The employee shall provide adequate medical documentation showing that the continued inability to work is a result of the intentional student-caused injury to be eligible for an employer contribution under this section. If the employee is eligible for group coverage under another plan this section shall not apply.

ARTICLE XI

GRIEVANCE AND ARBITRATION

Section 1. Definitions:

Subd. 1. Grievance: A grievance shall mean a complaint by an employee(s) that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 2. Days: "Days" means calendar days excluding Saturdays, Sundays, or holidays as provided for in the school calendar.

Subd. 3. Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature and facts surrounding the grievance, the point of contention or disagreement, the specific provisions of the agreement allegedly violated and the particular relief sought. Grievances shall be submitted on the grievance form available at the school district offices.

Subd. 4. Answer: "Answer" means a concise response outlining the employer's position and action of the grievance.

Subd. 5. Grievant(s): "Grievant(s)" means an individual employee or group of employees.

Subd. 6. Processing of Grievance: The processing of all grievances shall be during normal work days, and employees shall not lose wages due to their participation. Processing shall be defined as meetings with the administration to discuss the

grievance. However, grievance hearings at Level III may be outside the work day.

Subd. 7. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 8. Time Limits and Level Waivers: Failure of the grievant to adhere to the time limits of this Article shall result in a forfeiture of the grievance. Failure of the school district to respond within any time limits provided herein shall be determined a denial of the grievance and the employee may appeal the grievance to the next level. However, nothing herein shall relieve the school district from the responsibility of providing a written answer at each level of the grievance procedure. The parties by mutual written agreement may waive any step and extend any time limits in this procedure.

Section 2. Grievance: All employees within the unit may use this procedure and may request that a union representative or other person represent them at any meeting with the school district.

Subd. 1. Level I: A grievance to be timely must be reduced to writing and submitted to the division director for review within fifteen (15) days of the date of the occurrence. Within six (6) days of receiving the grievance, the division director will meet with the grievant(s) and reduce to writing their answer, within six (6) days of the above meeting. If no director has been designated as responsible, the grievant(s) may proceed to Level II.

Subd. 2. Level II: If there is no resolution of the grievance at Level I, the grievant(s) may, if the grievance is to be pursued, appeal it in writing within seven (7) days of the receipt of the answer in Level I to the superintendent. Within seven (7) days the superintendent or designee shall meet with the grievant(s) and reduce to writing his answer, within seven (7) days of the above meeting.

Subd. 3. Level III: If the grievance has not been resolved at Level II, the grievance may be appealed to the school board, provided such appeal is filed within ten (10) days of the receipt of the answer in Level II. Within fifteen (15) days of receipt of an appeal from Level II, the school board, its committee, or its designee, shall meet with the grievant(s) and within six (6) days of the meeting shall reduce its decision to writing. Should the school board, its committee, or its designee, not meet within the fifteen (15) day period with the grievant(s), the grievance shall be considered denied by the school board and the grievant(s) may proceed pursuant to Section 3 hereof.

Section 3. Arbitration: If there is no resolution at Level III, the grievant(s) may request

arbitration, providing such a request is made in writing to the superintendent within ten (10) days of receipt of the Level III answer. The school district and the grievant(s) shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, either party may request from the Bureau of Mediation Services, pursuant to P.E.L.R.A., a list of five (5) arbitrators, providing such request is made within ten (10) days after filing of the notice of intent to arbitrate. The parties shall alternately strike names from this list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance as soon as arrangements can be made to do so by the parties and their representatives.

Subd. 1. Hearing: The arbitrator shall schedule a hearing at which each party shall have the right to the representation they choose and the opportunity to submit evidence, offer testimony and make written or oral arguments relating to the grievance.

Subd. 2. Jurisdiction: The arbitrator shall have jurisdiction over disputes properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend, subtract or modify the terms of this Agreement.

Subd. 3. Decision: The decision of the arbitrator shall be rendered within twenty (20) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards, and his/her decision shall be final and binding, subject to the limitations as provided in P.E.L.R.A.

Subd. 4. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Section 4. 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 herein, the employee 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 as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XII

EXTENDED CONTRACTS

Section 1. Compensation: Employees employed under extended contracts shall be compensated pursuant to Article IX.

Section 2. Fringe Benefits: Leaves, and all insurance programs shall continue without interruptions and at the same rates for all staff who are under regular contract with the school district during the preceding school year. All staff who were not under regular contract with the school district during the preceding school year are not eligible for fringe benefits.

ARTICLE XIII

LEAVES OF ABSENCE

Section 1. Illness Leave:

Subd. 1. Accrual: Eligible employees shall accrue illness leave at the rate of fifteen (15) days per year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 135 days. Sick leave earned in excess of this amount shall be considered reserved but will be recorded. Any employee who has reserved sick leave shall, upon approval of the Superintendent or designee, have reserved time restored in the event of an extended illness (including disability relating to child birth). For purposes of this Subdivision, an extended illness shall mean an illness of 30 or more consecutive working days, and an employee so requesting such restoration must submit medical information in support of this request. The Superintendent shall then grant such a request provided under any circumstances that total accumulation of sick leave not exceed 135 days.

Subd. 3. Unpaid Absence: Sick leave shall not accumulate during any time that an employee is out on unpaid absence.

Subd. 4. Use: Sick leave with pay shall be allowed by the school district whenever an employee's absence is found to have been due to illness which prevented his/her attendance at school and performance of duty on that day or days. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is a dependent of the employee under the Internal Revenue Code for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413).

Subd. 5. Documentation: The School District may require an employee who has

been absent because of illness to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay.

Subd. 6. Approval: Sick leave pay shall be approved only upon submission to the electronic district attendance system, except that sick leave longer than three consecutive days may require submission on district forms for approval.

Subd. 7. Verification: In cases of frequent or intermittent illness, the employee may be required by their supervising administrator or District personnel administrator to submit a certificate concerning the condition of health from a physician.

Subd. 8. Exclusion: Sick leave shall not be used for routine physical or dental appointments of a non-emergency nature.

Subd. 9. Eligibility: The provisions of this Section shall apply to employees who are regularly employed at least twenty (20) hours per week and at least 160 days per year.

Section 2. Leave Without Pay:

Subd. 1. Applications: An individual requesting such leave without pay shall normally present such request no later than twenty (20) working days prior to the desired day(s) of such leave to the supervisor. Such request shall be in writing and clearly express the reason(s) for such request. Special conditions established by the division director for such leave shall be in writing to the individual granted the leave. All conditions established must be met to be eligible for such leave.

Subd. 2. Approval: Leave without pay shall be utilized only after accrued personal leave and compensatory time has been completely used. In cases of extraordinary personal or family emergencies, employees may be granted leave without pay without utilizing accrued personal leave or compensatory time. Leave without pay may be granted not to exceed five (5) working days with division director approval. Leaves of longer duration require school board approval.

Subd. 3. Benefits: Insurance benefits may continue for the length of the leave of over five (5) days only if full costs are being paid in advance by the employee, or as required by law.

Subd. 4. Insurance: Dropping the insurance coverage by not paying the cost may require proof of insurability on return to work by the employee and/or their family. Dropping coverages during a leave will be treated the same as dropping coverages during the regular contract year.

Section 3. Jury Service: Absence with pay and benefits will be allowed for jury service. A staff member who is called on jury services and who desires to serve should notify the division

director upon receipt of such notice so that arrangements to excuse the individual to serve may be made. Staff who are absent because of jury service will receive their regular salary from the school district during this period of service. Compensation received for jury service must be assigned to the school district (excluding mileage and expense allowance) in order to receive district compensation. Individuals who desire to be excused from jury service because of related duties may request the school district to submit a recommendation for releasing them upon receipt of the jury service notice.

Section 4. Military Leave: Military leave and reinstatement shall be granted pursuant to applicable laws.

Section 5. Religious Observance: Employees who desire to observe religious observance days during the school year, when such days fall on a scheduled duty day, may take emergency leave, personal leave, or compensatory time for such purposes. If an employee does not have an emergency leave day, personal leave day, or compensatory time, the employee may request the day off without pay.

Section 6. Child Care Leave:

Subd. 1. Purpose and Notice: Child care leave is unpaid leave for the purpose of allowing an employee to interrupt services for non-medical pregnancy reasons and/or emergency primary care of their child. It also allows time to make long term child care arrangements before returning to assigned duties. An employee shall notify the superintendent or the designated agent through the department director in writing, not less than forty (40) working days prior to the beginning date of anticipated leave, and to provide a statement indicating the desired dates of leave and return. The commencement and return date for child care leave shall be determined by considering: 1) the best educational opportunities for students or relation to overall school district functions; 2) the employee's request; 3) the availability of a qualified substitute; and 4) the staff member's accrued vacation leave. Notification is requested so that the school district can take any necessary precautions for the safety and health of the individual involved and make appropriate substitute plans, if any. A pregnant employee must furnish notice of pregnancy as provided herein even if a child care leave is not being requested. Employees who request child care leave less than forty (40) working days in advance shall be approved on an emergency basis only.

Subd. 2. Length of Leave: The maximum leave shall be six (6) months unless otherwise mutually agreed by the parties. The start and ending dates of the leave specified in the request are subject to change only with school board approval. In the event the delivery date is different from the anticipated delivery date, child care leave dates shall be adjusted accordingly.

Subd. 3. Benefits: Insurance benefits shall continue only if full costs are being paid monthly in advance by the employee on approved child care leave, except as otherwise required by the Federal Family and Medical Leave Act. Dropping coverages during a leave will be treated the same as dropping coverages during the regular

contract year. The employee shall return to similar assigned duties following child care leave. An employee shall not begin to accrue additional experience time until duties are resumed.

Subd. 4. Special Circumstances: A pregnant employee requesting time off prior to date of delivery but not involving a period of disability, shall be eligible for a leave without pay, not to exceed sixty (60) calendar days. An employee shall be eligible for illness leave benefits for periods of disability related to pregnancy, subject to the provisions of Article XIII, Section 1 of this Agreement.

Section 7. Paternity Leave: Fathers may take up to five (5) days of leave to care for or bond with their newborn child. Leave days granted under this Section shall be deducted from sick leave.

Section 8. Adoption Leave: Employees may take up to five (5) days of leave to care for or bond with their adopted child. Leave days granted under this Section shall be deducted from sick leave.

Section 9. Sabbatical or Industrial Leave:

Subd. 1. Sabbatical Leave: This leave is considered a long-term leave and designed for the purpose of study, travel, or other purposes which will enable the individual to become more valuable to the school district in the current or another position with the school district. This leave shall be longer than four (4) months in duration and shall not be approved without an interval of six (6) years of prior service to the school district.

Subd. 2. Industrial Leave: This leave is specifically designed for the purpose of upgrading skills in the industry for which the instructor is employed. This leave is usually no longer than four (4) months and should not be approved without an interval of two (2) years.

Subd. 3. Compensation Participation: The school district may elect to participate in an employee compensation plan during the time interval that the employee is on leave. The amount and type of participation, if any, is left to the school board's decision.

Subd. 4. Limitations: Limitations specified in sabbatical and industrial leave are proposed as guidelines, and any deviation from them would be considered as an exception. Exceptions may be approved by the school board. An employee who is granted an industrial or sabbatical leave will be required to return to the school district for a specified period established by the school board following the term of such leave. If the employee does not fulfill this requirement for any reason other than the employee's incapacity to perform duties before the expiration of specified period, or the district's inability to provide a position, the employee shall pay to the school district a pro-ration part of the industrial or sabbatical leave allowance granted. Schedule increments or salary adjustments shall be allowed for either industrial or sabbatical leave. Retirement

credit will be under the jurisdiction of the State Teacher's Retirement Association.

Subd. 5. Application: Application for industrial or sabbatical leave should be made in writing to the division director, and upon approval, to the superintendent of the school district. The school district, upon recommendation of the superintendent, may grant a leave to an employee for the purposes requested. If granted, the school board will offer a written contract which will include length of leave, objective of leave, compensation, if any, during leave, expected instructor activity during leave, and a reporting and evaluation process.

Subd. 6. Insurance Coverage: The employee shall be entitled to the full insurance coverages provided by the school district during the absence. The payment or arrangement for payment for insurance premiums shall be made with the school district business office, in advance of taking such leave. The school district participation for the insurance plan will be the same as the school district's participation when the person is employed.

Subd. 7. Position Restoration: The employee on return from industrial or sabbatical leave shall be restored to the former position or to one of comparable status as stated in the written agreement between the employee and the school district before taking such leave.

Subd. 8. Meet and Confer: Upon request, the parties shall meet and confer in reference to implementation of this section.

Section 10. Eligibility: Except as otherwise provided herein, the provisions of this Article shall apply to regularly contracted employees working at least a .5 FTE, excluding a long term substitute employee who is working less than full-time. An employee working less than the regular day shall be eligible for time on a pro-rata basis. A new employee commencing employment during the contract year meeting the eligibility requirements of this section shall be eligible for the provisions of this Article immediately, but on a pro-rata basis for the partial year.

ARTICLE XIV

MISCELLANEOUS LEAVES

Section 1. Eligibility: Except as otherwise provided herein, the provisions of this Article shall apply to regularly contracted employees working at least a .5 FTE, excluding a long term substitute employee who is working less than full-time. An employee working less than the regular day shall be eligible for time on a pro-rata basis. A new employee commencing employment during the contract year meeting the eligibility requirements of this section shall be eligible for the provisions of this Article immediately, but on a pro-rata basis for the partial year.

Section 2. Bereavement Leave: Up to four (4) days per occurrence of bereavement leave, non-accumulative, shall be granted for death in the employee's immediate family. For purposes of this section, immediate family is defined as the employee's spouse or life partner, parent, child, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law, and any step relationships involving a parent, child, brother, sister, grandparent or grandchild.

Section 3. Emergency Leave:

Subd. 1. Length: An employee may be granted a leave with pay of up to three (3) days per year, for situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement.

Subd. 2. Use: Deaths, doctor or dental appointments of an emergency nature, court appearances, severe illness of spouse, child, adult child, parent, or other member of the employee's household, and estate settlements, are examples of situations where this leave may be granted.

Subd. 3. Approval: Requests for emergency leave must be made in writing to the department director for approval at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. Request for emergency leave is subject to review and approval by the department director. If the department director determines to deny a leave request, such decision shall be reviewed by the superintendent or his designee.

Subd. 4. Exclusions: An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.

Subd. 5. Accumulation: Unused emergency leave may be accumulated to a maximum of six (6) days.

Section 4. Personal Leave:

Subd. 1. Length: An employee shall be granted two (2) days of personal leave each year. Except in cases of emergency, an employee shall submit personal leave day requests not less than five (5) days in advance of anticipated usage. Personal leave shall be granted only after the completion of plans and activities to be carried out by the substitute.

Subd. 2. Accumulation: Unused personal leave may be accumulated to a maximum of five (5) days for employee use, and a maximum of fifteen (15) days for the purpose of payment to the employee according to the provisions and subject to the limitations stated in Article XVI, Sections 1 and 2.

Subd. 3. Incentive: An employee who has reached the maximum accumulation for payment of personal leave under this section and who uses no personal leave days during a fiscal year shall be paid \$200.00 on July 1 following the year with no use of personal leave.

ARTICLE XV

UNREQUESTED LEAVE OF ABSENCE, CONTRACT REDUCTION, AND SENIORITY POLICY

Section 1. Purpose: The purpose of this policy is to implement the provisions of Minn. Stat. § 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitation or merger of classes caused by consolidation of district.

Section 2. Definitions:

Subd. 1. Employee: "Employee" means a continuing contract teacher who is a member of the appropriate unit as defined in this Agreement. Probationary teachers shall not be defined as an employee for purposes of this Article.

Subd. 2. Qualified: "Qualified" shall mean a teacher who is licensed in the subject matter category.

Subd. 3. Day/Date of Employment: "Day/date of employment" shall mean the date the employee starts work in the district, as a member of this bargaining unit. For teachers returning to work after retirement or resignation the day/date of employment shall mean the date the employee returns to work after such retirement or resignation.

Subd. 4. Subject Matter Category: "Subject Matter Category" shall mean such categories as are determined by the State Board of Education, State Board of Teaching, or the appropriate agency for licensing purposes.

Subd. 5. Seniority: "Seniority" means length of service by a continuing contract teacher commencing with the first day of continuous employment, subject to the seniority for returning teachers provided in Subdivision 3 of this Section. Probationary teachers and substitute teachers as defined in Minn. Stat. § 122A.44, Subd. 2, are excluded. Upon completion of the probationary period, a teacher's seniority date shall relate back to the first day of employment.

Subd. 6. Seniority Date: A teacher's seniority date shall be unaffected by any board approved leave of absence.

Subd. 7. Length of Seniority: In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant

to Minn. Stat. § 122A.40, but whose employment was subsequently reinstated, by action of the school district and the teacher, without interruption of regular service, shall retain his/her original seniority date. If there is an interruption of regular service, the seniority date shall be determined as provided in Subdivision 3 of this Section.

Subd. 8. Special Circumstances: Changes in the provisions of this section relating to length of seniority shall apply effective July 1, 1979. A teacher who is employed as of November 30, 1978, shall have seniority in their area of licensure as identified by rank order, based on months of service established in the Teacher's Federation seniority list as of November 30, 1978.

Section 3. Unrequested Leave of Absence:

Subd. 1. Right to Recall: The school district may place on unrequested leave of absence without pay or fringe benefits such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year, or at such earlier time as mutually agreed between the teacher and the school district. A teacher placed on unrequested leave shall have the right to recall for five (5) years from the date of the teacher's last working day, provided that the teacher still holds the license for that position.

Subd. 2. Notice: Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefor.

Subd. 3. Order of Layoff: Teachers shall be placed on unrequested leave in inverse order of seniority as qualified pursuant to Section 2 hereof, within the subject matter categories covered by this Agreement. Except as otherwise provided herein, no teacher shall be placed on unrequested leave if there is any other qualified and licensed teacher with less seniority in the same subject matter category.

Subd. 4. Equal Opportunity: The provisions herein shall not apply if it will result in any violation of the district's affirmative action program which shall include ethnic, race, color or sex; and any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie Breaking: In the event of a staff reduction action affecting teachers whose first date of employment commenced on the same date and who have equal seniority, the board approved hire date shall be the first tie breaker. If seniority is still equal, the selection of the teacher for purposes of discontinuance shall be determined by the lowest file folder number assigned by the Board of Teaching.

Subd. 6. Restrictions: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law.

Subd. 7. Limitations: A teacher on unrequested leave serving in a substitute position pursuant to Minn. Stat. § 122A.44, shall not acquire any additional seniority as a result of the substitute service, nor shall such teacher's five (5) year period of unrequested leave be extended as a result of substitute service.

Section 4. Reinstatement:

Subd. 1. Reinstatement: No new teacher shall be employed by the school district while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the school district covered by this Agreement in the subject matter categories 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 unrequested leave.

Subd. 2. Notification: When placed on unrequested leave, a teacher shall file his/her name and address with the school district personnel office to which any notice of reinstatement or availability of position shall be mailed. It is the teacher's responsibility to provide notice of any address changes. 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 it shall be the responsibility of any teacher on unrequested leave 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 herein. If a teacher does not have a current license as reported on the Minnesota Department of Education web site as of the recall date, the teacher shall forfeit any further recall rights.

Subd. 3. Response Time for Recall before July 1: If a position becomes available for a qualified teacher on unrequested leave, the school district shall mail the notice to such teacher prior to July 1 in the school year of recall. The teacher shall have five (5) business days from the date of such notice to provide written notice to accept or decline the employment, and an additional ten (10) calendar days to report for duty. Failure to provide written notice of acceptance of re-employment, or to report under the provisions outlined herein, shall constitute forfeiture of right to recall and such teacher shall forfeit any further recall rights.

Subd. 4. Response Time for Recall on or after July 1: If a recall notice is given to any teacher, with a current license required for the available position, on or after July 1 in the school year of recall, such teacher shall have seven (7) business days to provide written notice to accept the employment and an additional five (5) business days to report for duty. A teacher recalled on or after July 1 may decline the recall without waiving his/her rights to further employment or reinstatement and shall maintain his/her seniority date without interruption.

Subd. 5. Method of Response: In order to maintain the right to reinstatement, the teacher must file a written statement by April 1 of each year requesting reinstatement for the following year. Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist.

Section 5. Hearing Process: Except as otherwise provided herein, a teacher's sole remedy for alleging a violation of this Article shall be the procedure and hearing rights provided by Minn. Stat. § 122A.40, and, therefore, any alleged violation of this Article shall not be subject to the grievance procedure of this Agreement.

Section 6. Establishment of Seniority Lists:

Subd. 1. Publication of List: The school district shall publish and furnish ten (10) copies to the federation of a seniority list pursuant to this Article within ninety (90) days after execution of this Agreement, and annually thereafter no later than January 10 of each year. The list published on January 10 shall reflect the license(s) on file as of the end of the day on September 15 of each year. In any year in which a reduction of teaching staff is occurring, and the school district is placing teachers on unrequested leave of absence, the seniority list as published in January shall govern for purposes of determining layoff within areas of licensing and qualification for the following school year.

Subd. 2. Disputes: A teacher who disputes personal standing on the seniority list promulgated by the school district may process a grievance pursuant to the grievance procedure within twenty (20) working days following the publication of the list.

Section 7. Effect: This Article shall govern the seniority rights of all teachers as defined herein who are members of the appropriate unit covered by this Agreement. This Article shall not be construed to limit or diminish the statutory rights, as provided in Minn. Stat. § 122A.40, Subd. 11, of any other licensed employee not covered by this Agreement, to a position in the school district consistent with their seniority as provided in said statute nor shall this Article be construed to limit or diminish the contractual rights of other licensed employees covered by a similar agreement.

Section 8. Insurance Participation: An employee on lay off pursuant to this Article shall be entitled to participate in group insurance programs at his/her own expense, to the extent permitted by statute and/or carrier rules.

Section 9. Realignment: Nothing in this Article shall require the school district to reassign a senior teacher to a different program assignment to accommodate the seniority claims of a junior teacher, nor shall it require the school district to assign a senior teacher to a substantially different level assignment. For purposes of this section, a substantially different level assignment shall mean an assignment between preschool, kindergarten, grades 1 through 6, junior high, and senior high school, and post-secondary.

ARTICLE XVI

SEVERANCE/RETIREMENT

Section 1. Payment of Unused Annual Leave:

Subd. 1. Payment: The parties agree that any employee may, upon leaving employment prior to the normal retirement date, receive severance pay in a lump sum payment at the time of retirement in an amount equal to the individual's daily rate times the number of unused accrued annual leave or personal leave days to which they are entitled. New hires are not eligible for payment of unused and accrued annual leave until they have worked for the school district for six (6) consecutive months.

Subd. 2. Death: If an employee dies before all or a portion of the severance pay described in Subdivision 1 has been discharged, the balance due shall be paid to a named beneficiary or lacking same, to the estate of the deceased.

Section 2. Payment of Unused and Reserved Sick Leave:

Subd. 1. Eligibility: To be eligible for the provisions of this Section, an employee must be tenured no later than July 1, 1998 and have completed at least fifteen (15) years of continuous service with the school district and be at least 55 years of age, except as otherwise provided in Subd. 3 hereof.

Subd. 2. Payment of Unused and Reserved Sick Leave Upon Separation: An employee with at least fifteen (15) years of continuous service with the school district, and who is at least 55 years of age, shall receive 80% of accrued and unused sick leave, not to exceed a maximum of 90 days pay upon separation from the school district. In addition, an employee shall receive up to 50 days of severance for any unused reserved sick leave, for a total severance of 140 days. Such pay shall not be granted to any employee who is discharged for cause by the school district. This provision shall apply only to employees who separate after the execution of this agreement and shall not be retroactive to any employee who separated prior to said execution date. To be eligible for the payment schedule specified in Subdivision 4, unless waived by the school district, an employee must notify the school district no later than February 15 of the employee's resignation, to be effective at the conclusion of the school year. Untimely notice of resignation shall result in the employee receiving the severance pay in one payment in the second January after the effective retirement date.

Subd. 3. Unrequested Leave of Absence Severance Pay: In the event that the separation is due to a work force reduction and the employee has 15 years of service in the district, the employee placed on unrequested leave of absence shall be eligible for 50% of accrued unused sick leave not to exceed a maximum of 65 days pay upon separation from the school district. In addition, an employee shall receive up to 35 days of severance for any unused reserved sick leave. Employees who elect to receive their

severance pay before the expiration of their recall rights must sign a waiver of recall rights.

Subd. 4. Payment: Except in the case of unrequested leave of absence and except in the case of untimely notice of resignation, an employee shall be paid in two (2) equal installments within 24 months of the retirement date as follows: One Hundred Percent (100%) into the Post Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System under Minn. Stat. § 352.98 (2001), or the employee's Voluntary Employee Beneficiary Association account. If the employee dies before all or a portion of the payments have been disbursed, the balance shall be paid into the special pay deferral plan.

Section 3. Early Retirement - Insurance Participation:

Subd. 1. Continued Participation: An employee who retires early pursuant to this section shall be eligible to continue participation in the school district group medical-hospitalization and dental plan, or Medicare Supplement, at his/her own expense, as permitted by law.

Subd. 2. School District Contribution: In order to be eligible for any employer paid contribution to the insurance premium for the school district group medical-hospitalization plan or Medicare Supplement under this section, an employee must be hired prior to July 1, 2002, must retire from the school district at age 55 or after, and must have at least ten (10) years of employment as an employee of the school district. Effective for eligible employees retiring during the 1999-2000 school year through the 2008-2009 year, the school district shall pay a maximum of \$200 per month towards the premium for such medical-hospitalization insurance or Medicare Supplement commencing with the date of retirement, up to a maximum of six (6) years, subject to the following restrictions, and subject to the attached Memorandum of Understanding. Effective for eligible employees who retire during the 2009-2010 school year and thereafter, the school district shall deposit Fourteen Thousand Four Hundred Dollars (\$14,400.00) in two (2) equal installments into the Post Retirement Health Care Savings Plan administered by the Minnesota State Retirement System under Minn. Stat. § 352.98 (2001). The first installment shall be paid no later than September 15 in the school year immediately following the employee's retirement and the second installment no later than the second January after the effective retirement date. To be eligible for a district contribution under this Section the retired employee must be enrolled in one of the school district's group medical hospitalization plans at the time of retirement.

Subd. 3. Employee Contribution to State Retiree Health Plan: For all employees hired on or after July 1, 2002, the school district shall make a mandatory contribution of Five Hundred Dollars (\$500.00) per year for deposit in the Post Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System under Minn. Stat. § 352.98 (2001). Such employees shall not be eligible for the benefits provided under Article XVI, Section 3, Subd. 2.

Section 4. Deferred Compensation Matching Program:

Subd. 1. Eligibility:

a. Those full-time teachers tenured after July 1, 1998, shall be eligible for the provisions of this section and such employees shall not be eligible for the severance benefits as outlined in Section 2 of this Article.

b. Effective July 1, 2002, full-time teachers tenured before July 1, 1998 shall be eligible for the provisions of this section. These employees shall also have the benefits as outlined in Section 2 of this Article minus any district contribution made under Section 4 of this Article.

Subd. 2. Matching Contribution: Effective July 1, 2015 teachers will receive a matching contribution by the school district in the same amount contributed by the teacher, up to \$1,500 per year.

Subd. 3. Required Election: Eligible teachers must exercise the deferred compensation election by payroll deduction and must make application for participation, specifying in writing the amount according to the schedule stated in Section 4, Subd. 2 of this Article, by December 1 of each contract year.

Subd. 4. Subject to Law: This contribution is subject to the rules of the State of Minnesota Deferred Compensation Matching Program and applicable federal and state laws relating to such contributions.

ARTICLE XVII

MISCELLANEOUS

Section 1. Mileage Reimbursement: Mileage reimbursement for each mile traveled shall be paid to an employee traveling between assigned schools and for other assigned duties as approved by the supervising administrator. Employees who may be requested to use a personal vehicle in the performance of duties and/or who are assigned to more than one (1) school per day shall be reimbursed for all such travel done between arrival at the first location, at the beginning of the work day, and the last location at the end of the work day, provided, however, that if the distance from the employee's home to the location or from the employee's last location to home is greater than the distance between the employee's home and base school, the employee shall be reimbursed for the difference. If the difference is less, however, no reimbursement shall be made, the rate to be paid by mile will be determined by policies established by the school board. Adjustments to the mileage rate will be established by changes in policy.

Section 2. Materials Purchased: Employees purchasing materials and/or supplies with the advance written approval of their supervising administrator shall be reimbursed within a reasonable time upon submission of an appropriate receipt of purchase under the procedure set forth in the school district procedures.

Section 3. Insurance Committee Participation: The school district shall recognize two (2) federation appointed representatives on any district insurance committee relating to employee benefits.

ARTICLE XVIII

CONTRACT

Section 1. Terms and Effects:

Subd. 1. Term: This Agreement shall be effective as of its date of execution and shall continue in effect through June 30, 2017. If a new contract has not been duly entered into prior to July 1, 2017, the terms of this Agreement shall continue in full force and effect as provided in P.E.L.R.A. All salaries shall be frozen, effective June 30, 2017, until a new Master Agreement is in effect.

Subd. 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the federation. The provisions herein supersede any and all agreements, resolutions, practices, school district policies, rules and regulations concerning terms and conditions of employment inconsistent with the terms and conditions of this Agreement. Any individual contract or benefit agreement between the school district and the individual employee, heretofore executed shall be subject to and not inconsistent with the terms and conditions of this Agreement or amendments as executed by the parties. Within sixty (60) days of the execution of this Agreement, adjusted individual contracts and/or notification shall be issued to all affected employees.

Subd. 3. Finality: Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless required by law or otherwise mutually agreed.

Section 2. Negotiations: Ninety (90) days prior to the expiration of this Agreement, the school district and exclusive representative shall initiate negotiations for the purpose of entering into a successor agreement for the succeeding two (2) year period. There shall be two (2) signed copies of the final Agreement for the purpose of record, one retained by the school district and one by the federation.

Section 3. Publication: Copies of the Agreement titled "Master Agreement Between 916 Federation of Teachers, Local 3748 and Northeast Metropolitan Intermediate School District No. 916" shall be provided at the expense of the school district within sixty (60) working days after the agreement is signed. Employees shall be directed to the school district website for a copy of the current federation contract.

Section 4. Severability by Conformity to Law: If any provision of this Agreement or any

application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Section 5. Document Authorization: IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their authorized chief executive signators, and their signatures to be placed hereon, all on the day and year first above written.

**916 Federation of Teachers
Local 3748**

**Northeast Metropolitan Intermediate
School District 916**

President

Chair

Chief Negotiator

Clerk

Dated: _____, 2016

Dated: _____, 2016

NORTHEAST METRO 916
 LICENSED TEACHER SALARY SCHEDULE A
 2015-2016

Semester	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
STEP 1	\$39,780	\$40,800	\$41,498	\$42,306	\$43,740	\$44,547	\$45,356	\$46,164	\$46,972
STEP 2	\$41,295	\$42,689	\$43,498	\$44,407	\$46,063	\$46,972	\$47,882	\$48,791	\$49,700
STEP 3	\$42,850	\$44,588	\$45,498	\$46,508	\$48,387	\$49,397	\$50,407	\$51,417	\$52,427
STEP 4	\$44,406	\$46,488	\$47,498	\$48,609	\$50,710	\$51,821	\$52,933	\$54,044	\$55,154
STEP 5	\$45,961	\$48,387	\$49,499	\$50,710	\$53,034	\$54,246	\$55,458	\$56,670	\$57,882
STEP 6	\$47,517	\$50,286	\$51,499	\$52,812	\$55,357	\$56,670	\$57,984	\$59,297	\$60,609
STEP 7	\$49,072	\$52,185	\$53,499	\$54,913	\$57,681	\$59,095	\$60,509	\$61,923	\$63,337
STEP 8	\$50,628	\$54,084	\$55,499	\$57,014	\$60,005	\$61,519	\$63,035	\$64,550	\$66,064
STEP 9	\$52,183	\$55,984	\$57,499	\$59,115	\$62,328	\$63,944	\$65,561	\$67,176	\$68,792
STEP 10	\$53,739	\$57,883	\$59,500	\$61,216	\$64,652	\$66,368	\$68,086	\$69,803	\$71,519
STEP 11	\$55,294	\$59,782	\$61,500	\$63,318	\$66,975	\$68,793	\$70,612	\$72,429	\$74,247
STEP 12	\$56,850	\$61,681	\$63,500	\$65,419	\$69,299	\$71,217	\$73,137	\$75,056	\$76,974
STEP 13	\$58,407	\$63,581	\$65,500	\$67,520	\$71,622	\$73,642	\$75,663	\$77,682	\$79,702

TRANSITION STEPS

Semester	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
STEP 12T	\$54,751	\$58,892	\$60,508	\$62,226	\$65,660	\$67,377	\$69,095	\$70,812	\$72,529
STEP 13T	\$55,969	\$60,454	\$62,172	\$63,990	\$67,646	\$69,465	\$71,284	\$73,101	\$74,920
STEP 14T	\$57,188	\$62,017	\$63,836	\$65,754	\$69,633	\$71,553	\$73,472	\$75,391	\$77,311
STEP 15T	\$58,407	\$63,581	\$65,500	\$67,520	\$71,622	\$73,642	\$75,663	\$77,682	\$79,702

Note: 1 semester credit equals 1.5 quarter credits.

**NORTHEAST METRO 916
LICENSED TEACHER SALARY SCHEDULE B**

2016-2017

Semester	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
STEP 1	\$40,576	\$41,616	\$42,328	\$43,152	\$44,614	\$45,438	\$46,263	\$47,087	\$47,911
STEP 2	\$42,121	\$43,543	\$44,368	\$45,295	\$46,984	\$47,911	\$48,839	\$49,766	\$50,693
STEP 3	\$43,707	\$45,480	\$46,408	\$47,438	\$49,354	\$50,384	\$51,416	\$52,446	\$53,476
STEP 4	\$45,294	\$47,417	\$48,448	\$49,581	\$51,725	\$52,858	\$53,992	\$55,125	\$56,258
STEP 5	\$46,880	\$49,354	\$50,489	\$51,725	\$54,095	\$55,331	\$56,568	\$57,804	\$59,040
STEP 6	\$48,467	\$51,292	\$52,529	\$53,868	\$56,465	\$57,804	\$59,144	\$60,483	\$61,822
STEP 7	\$50,054	\$53,229	\$54,569	\$56,011	\$58,835	\$60,277	\$61,720	\$63,162	\$64,604
STEP 8	\$51,640	\$55,166	\$56,609	\$58,154	\$61,205	\$62,750	\$64,296	\$65,841	\$67,386
STEP 9	\$53,227	\$57,103	\$58,649	\$60,297	\$63,575	\$65,223	\$66,872	\$68,520	\$70,168
STEP 10	\$54,813	\$59,041	\$60,690	\$62,441	\$65,945	\$67,696	\$69,448	\$71,199	\$72,950
STEP 11	\$56,400	\$60,978	\$62,730	\$64,584	\$68,315	\$70,169	\$72,024	\$73,878	\$75,732
STEP 12	\$57,987	\$62,915	\$64,770	\$66,727	\$70,685	\$72,642	\$74,600	\$76,557	\$78,514
STEP 13	\$59,575	\$64,852	\$66,810	\$68,870	\$73,055	\$75,115	\$77,176	\$79,236	\$81,296

TRANSITION STEPS

Semester	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
STEP 12T	\$55,846	\$60,070	\$61,719	\$63,471	\$66,974	\$68,725	\$70,477	\$72,229	\$73,980
STEP 13T	\$57,089	\$61,663	\$63,416	\$65,269	\$68,999	\$70,854	\$72,709	\$74,563	\$76,418
STEP 14T	\$58,332	\$63,257	\$65,112	\$67,069	\$71,026	\$72,984	\$74,941	\$76,899	\$78,857
STEP 15T	\$59,575	\$64,852	\$66,810	\$68,870	\$73,055	\$75,115	\$77,176	\$79,236	\$81,296

Note: 1 semester credit equals 1.5 quarter credits.

Appendix C

GRIEVANCE REPORT FORM

916 Federation of Teachers Local 3748

Name

Site

Date Grievance Occurred

Specific Provisions of Agreement Allegedly Violated:

Statement of Facts:

Particular Relief Sought:

Signature of Grievant

Date: _____

Signature of Local #3748 Representative

Date: _____

Appendix D

STUDENT CLUBS COMPENSATION SCHEDULE

Level 1	\$1,250
Level 2	\$1,500
Level 3	\$1,750

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall replace Articles VII and VIII in their entirety and Article VI, Section 4, Reprimands, Discipline and Cause, during the 2015-2017 Master Agreement.

Section 1. Duty Day: The hours of instruction for students at each program/building shall be established by the school district. The duty day plan in effect in any given year shall remain in effect unless the Federation notifies the Superintendent by October 15 in any given year that the Federation members in a program/building voted to return to Plan B. If a new manager/principal is assigned to a program/building, the employees working under that manager/principal shall have the right to vote on whether to operate under Plan A or Plan B. All programs under each manager/principal shall operate under the same duty day plan. Prior to any employee vote on participation under Plan A or Plan B, a meeting will be held with the affected employees and union representative(s) at which the manager/principal will discuss the expectations of the professional duty day (Plan A) at the affected site(s).

Section 2. Plan A Duty Day: The hours of instruction for students at each building shall be established by the school district. The professional teacher's day on which salaries shall be based is a period of time that the school is regularly in session for students plus reasonable time as is necessary to plan the days' work, confer with pupils and parents, attend staff and committee meetings, attend open houses, and perform such other duties as are appropriate for teachers. Each teacher shall have a duty-free lunch period of thirty (30) minutes.

Subd. 1. Professional Day Expectations under Plan A:

1. Teachers are expected to be at school when school is regularly in session for students.
2. Teachers are expected to be at school whatever time is necessary for their own usual planning and preparation.
3. Teachers shall have preparation time during the regular work day consistent with state law.
4. Teachers are expected to meet with parents and students as needed, including attending parent-teacher conferences.
5. Teachers are expected to attend IEP and staffing meetings on students as needed. Every attempt shall be made to schedule IEP meetings during or near the beginning or end of the regular duty day.
6. Teachers are expected to attend program/building meetings as scheduled at reasonable times before or after school unless there are unavoidable circumstances.
7. Consistent with the above expectations is a shared judgment that teachers should not as a general practice enter the building shortly before students arrive and leave shortly after students depart.

8. Teachers are expected to cover other professional duties, including, but not limited to open houses, student graduation ceremonies, prom and other school events. Administrators shall make every attempt to assign these professional duties evenly amongst teaching staff.
9. Whenever a teacher leaves the building or program before the hours defined in Section 2 of this Article, the teacher shall notify the office of the Program Manager or Principal using the method of communication established by the Manager or Principal.
10. On a non-student contact work day, a teacher may choose to work at a different site during the work day, provided the teacher notifies the manager/principal in advance and there are no scheduled meetings on that day requiring the teacher's attendance.

Subd. 2. Interventions Under Plan A: The following progressive interventions may be implemented for teachers who have a demonstrated pattern of failing to adhere to the general guidelines and expectations under the Plan A professional duty day:

1. The Program Manager or Principal and a representative of the federation will review standards 1 through 10 with any teacher who the administration believes needs additional clarification of these expectations.
2. Should this pattern of behavior continue, an administrator shall meet with the individual teacher and provide written notice that the professional day expectations are not being met. This notice shall not be placed in the teacher's personnel file in Human Resources.
3. Should this pattern continue after Step 2, an administrator may place the individual teacher on the Plan B professional duty day.

Section 3. Plan B Duty Day: The basic on-site duty day for full-time employees inclusive of lunch shall be eight (8) consecutive hours, exclusive of additional professional responsibilities which the district may assign beyond the basic on-site duty day. Exceptions to the consecutive hour assignment may be made based upon mutual agreement between the district and affected employee and notice to the Federation. The on-site duty day for employees who are contracted to work 4 hours or less shall not include lunch. The on-site duty day for persons contracted to work more than four hours but less than eight hours per day shall include a lunch period in a pro-rata amount.

Subd. 1. Duty Day: The eight (8) hours shall consist of up to six (6) hours of student contact instructional activity and the remainder to be utilized in preparation and materials development, and attendance at various district scheduled meetings, lunch and breaks. The six (6) hours of student contact instructional activity shall include fifty (50) minutes of preparation time. Part-time instructional staff involved with student contact may be assigned preparation time on a pro-rata basis if they are involved in the development of learning materials as well as the day-to-day preparations for instruction. This subdivision shall not apply to employees who do not have regular and

direct classroom responsibilities.

Subd. 2. Modifications in Duty Day and Work Week: In the event of an order by authorized federal or state authority, the school district may modify the Plan B duty day or work week to place the school district in compliance with such federal or state order, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week. Prior to implementing any such modifications, the school district shall meet and confer with the federation.

Subd. 3. Duty During Lunch: In exceptional situations, an employee under Plan B may be required to perform duty during the duty-free lunch period. In these situations, the employee shall be compensated for such service performed at their regular hourly rate, prorated up to thirty (30) minutes, or the school district may provide the employee compensatory time as provided in Article VIII, Section 5.

Subd. 4. Place of Duty: No employee under Plan B shall be away from the place of duty during the hours for assigned instructional purposes or additional activities except as provided in Section 9 regarding breaks, or as otherwise approved by the supervisor.

Subd. 5. Breaks: Employees under Plan B shall be entitled to a total of thirty (30) minutes break time during the regular eight (8) hour work day. This break time shall be in addition to the thirty (30) minute duty free lunch. The break time can be distributed according to department needs. Except for unusual circumstances, fifteen (15) minutes will be scheduled in the morning and fifteen (15) minutes in the afternoon. Part-time employees will receive breaks on a proportionate basis as their work day is to the eight-hour day.

Section 4. Provisions Applying to Plans A and B:

Subd. 1. Work Week: The basic on-site duty week for school district employees, inclusive of lunch, shall be forty (40) hours exclusive of additional professional responsibilities which the district may occasionally assign.

Subd. 2. Duty Free Lunch: Each employee who is regularly employed for more than four (4) hours per day shall have a thirty (30) minute duty-free lunch period per day. Employees on Plan A shall not be paid additional compensation for services provided during their regular lunch. It is not intended that employees on Plan A shall be scheduled on a regular or frequent basis to work during their lunch.

Subd. 3. Traditional Duty Day/Duty Week Positions: Each division director is responsible for setting the hours of the duty day between 6:00 a.m. and 6:00 p.m., subject to Subd. 4 of this Section.

Subd. 4. Alternative Duty Day/Duty Week Positions: Positions requiring hours

scheduled outside the 6 a.m. to 6 p.m. duty day and/or outside the Monday-Friday 8-hour duty day, as defined in Article VII, Section 3, Subd. 1, shall be posted as such at the time the position is created by the School Board, except as agreed upon by the school district and federation.

Subd. 5. Staff Meetings: The administration shall make reasonable effort to see that staff meetings and required workshops shall be held during the hours of the duty day.

Subd. 6. Meeting Attendance: An open house shall be recognized by members of the staff as a professional responsibility. Advisory committees, parent group meetings, district-sponsored student events shall be recognized as a professional responsibility to the extent that there shall be appropriate staff representation.

Subd. 7. Curriculum Development: The school district will designate not less than three (3) duty days each contract year as release time to permit instructors to work on curriculum requirements for individual program sites.

Subd. 8. Case Management for Special Education Teachers: With the pre-approval of the Manager or Principal, special education case managers may be granted up to 120 minutes during the normal work day to prepare an assessment, IEP or evaluation report. The request for such additional time shall be made at the assessment determination meeting. Case managers shall keep a log of time used for each summary of the initial assessments/reassessments, and shall submit these logs to the Special Education Director twice a year.

Subd. 9. Additional Duty Days for Staff Development: Up to five (5) days per year for mandatory training of employees may be added to the calendar for a program or building in the sole discretion of the Director of the program/building. The Director must designate any such training days by the date the School Board approves the school calendar each year. The dates for and nature of any such training shall be determined by the Director and shall occur either during the school year, excluding spring break or designated holidays, or immediately before or after the school year. Employees are expected to attend the mandatory training days. Employees shall be paid for these days at their hourly rate of pay based upon a timesheet submitted by the employee, to the extent these days exceed the 184 basic duty year. Any additional days designated for training do not become a part of the employee's basic duty year, as defined in Article VIII, Section 3, Subd. 4. The Director shall determine the need for such additional duty days on an annual basis.

Section 5. Oversight Committee: The school district and the federation shall establish an oversight committee for the duration of this Master Agreement with an equal number of participants from both the school district and the federation. The oversight committee shall monitor the practices of the professional duty day established by this Memorandum of Understanding.

Section 6. Duration of the Memorandum of Understanding: This Memorandum of Understanding shall expire by its terms on June 30, 2017 and the language in Articles VII and VIII and Article VI, Section 4 shall be automatically reinstated unless the school district and federation agree otherwise during negotiations for the 2017-2019 Master Agreement. Before June 30, 2017 the parties shall mutually agree as to whether the MOU shall remain in effect while the Master Agreement for 2017-2019 is being negotiated.

Section 7. Days: The school board shall adopt the calendar of school days and workshop days for the following school year by its regular meeting in April of each year. Employees shall perform services on such days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Section 8. Modifications in Calendar, Length of School Day:

Subd. 1. Emergencies: In the event of energy shortage, severe weather, or other exigency, the school district reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the school board or its designated representative shall determine, if any.

Subd. 2. Make-up Days: Prior to scheduling more than two (2) make-up days pursuant to Subd. 1 hereof, the school district shall meet and confer on such matters.

Subd. 3. Closings: Unless otherwise specified in the radio closing announcement or electronic system, staff is not obligated to report to their locations in the event of school closing unless directed to do so. At those particular locations requiring different arrangements, the school district shall provide instructions regarding school closing. The employee shall not be required to use pre-approved personal leave in the event of a closing.

Subd. 4. School Open - Inability to Report: In the event that school is in session and the employee is unable to report for duty as a result of inclement weather, or impassible roads, or as a result of other similar conditions, the employee will be required to take personal leave, or emergency leave, if they have such leave accrued, or the employee's salary will be reduced by the appropriate amount for the days absent. In the event a state or local authority has closed the Interstate or other roads which are necessary for the employee to get to work, the employee unable to report to work due to the road closure shall not have to use accrued leave or have a salary reduction.

Section 9. Basic Duty Year:

Subd. 1. Basic Duty Year: The basic duty year for regular full-time employees shall consist of 184 duty days for the 2015-2016 contract year and 184 duty days for

the 2016-2017 contract year as prescribed by the school calendar and as assigned by the school district. The basic duty year for new hires during the first year of employment shall consist of 187 duty days without additional compensation for the additional three (3) duty days. If the employee's assignment is reduced by the school district to a lesser number than 184 duty days during the term of this contract, pursuant to Minn. Stat. § 122A.40, the employee's compensation shall be adjusted pro-rata downward accordingly.

Subd. 2. Extended Contracts: If the employee is employed under an extended contract, the employee shall be compensated pursuant to Article IX, Section 2, Subd. 3.

Subd. 3. Limitation: The 184 day basic duty year assignment shall be an assignment within the framework of the middle of August to the middle of June, except as otherwise provided by mutual agreement between the school district and the federation. This limitation shall not apply to the alternate calendar at the Valley Crossing Community School.

Subd. 4. Within the basic duty year, days not designated as student contact days or district-wide in-service, shall be reserved for curriculum development, grade reporting, district designated parent-teacher conferences, or site-based or program-based in-service. Of the ten (10) days designated as non-student contact days, one (1) day shall be reserved at the beginning of each school year for the preparation/set-up of the classroom and one (1) day at the end of the year for clean-up/checkout and the equivalent of one day shall be reserved as a duty day without meetings or staff development. The Superintendent and Directors shall set the parameters for the school calendar each year. Each school site/program shall have a calendar committee, consisting of staff and administration, to make site-based decisions within the district-wide calendar parameters.

Section 10. Extended Contracts:

Subd. 1. Assignment: Extended contracts, as available, will first be offered by seniority to teachers whose primary instructional assignment for the year in which the extended contract is issued, is in the specific area of instruction. Thereafter, extended contracts will be offered, as available, to the most senior instructor qualified to instruct in the specific program area. The total of an employee's paid employment for the school district shall not exceed forty (40) days beyond the annual contract. Exceptions shall be subject to meet and confer with the federation.

Subd. 2. Posting: The school district will post extended contract positions for a period of ten (10) calendar days in advance of the application period. Interested employees shall submit written requests for assignment within five (5) days following the posting period. The school district shall notify employees of the extended assignment, with such assignments subject to the provisions of this Agreement.

Subd. 3. Time Off Without Pay: Employees on extended contracts may take

up to two (2) days off without pay during a fifteen-day extended contract. For extended contracts which are longer than fifteen (15) days, employees may take up to the number of days off without pay equal to 2/15 of the number of days actually worked by the employee. Any time off without pay must be requested at the time of application for an extended contract and approved by the Director.

Section 11. Compensatory Time: Compensatory time is only available to those employees working under Plan B and is limited to compensating individuals who are required to be on duty beyond regular time as contemplated by this agreement as follows:

Subd. 1. Compensatory time must be approved in writing in advance by the employee's supervisor, subject to approval of the Division Director.

Subd. 2. Compensatory time shall be allowed at the employer's option.

Subd. 3. Compensatory time use, if allowed by the employer, will require the individual employee to arrange program coverage.

Subd. 4. Compensatory time will be credited as follows:

Weekdays - regular hour for hour

Friday, 3:30 p.m. through Monday, 7:00 a.m. at the rate of 1-1/2 times, as per district policy

Subd. 5. Maximum accrual of compensatory time shall be 20 hours. In the event that compensatory time is required and exceeds the accrual maximum of 20 hours, the time approved by management will be paid to the teacher at the regular rate of pay.

Section 12. Progressive Discipline:

Subd. 1. Non-disciplinary interventions: The school district may issue verbal or written warnings or a Letter of Directives which do not constitute disciplinary action and are not subject to the grievance procedure. Such warnings or letters shall not be placed in the Human Resources personnel file, but shall be maintained by the supervising administrator.

Subd. 2. Progressive Discipline: The school district adheres to the principles of progressive discipline and will generally use the following steps:

1. Verbal Reprimand
2. Written Reprimand
3. Letter (Notice) of Deficiency and/or Suspension Without Pay
4. Termination of Employment

Discipline shall be issued for just cause. There may be circumstances in which the employee's conduct or performance warrants issuing discipline out of the preceding sequence. The school district has the discretion to determine when that is necessary.

Subd. 3. Suspension With Pay: The school district may impose suspension with pay while an investigation is ongoing. A suspension with pay is not disciplinary action and is not subject to the grievance procedure.

Subd. 4. An employee's challenge to discipline should be redressed through the grievance procedure in Article XI.

Subd. 5. The employee shall be entitled, if s/he requests, to have a Federation representative present at a meeting which could result in discipline, provided such representative is available within a reasonable time.

FOR THE FEDERATION:

James M. Fudger
President, 916 Federation of Teachers, Local 3748

Date: June 29, 2016

FOR THE SCHOOL DISTRICT:

Connie Hayes
Superintendent Connie Hayes

Date: 8/4/16

MEMORANDUM OF UNDERSTANDING
NORTHEAST METRO 916 AND 916 FEDERATION OF TEACHERS

WHEREAS, Northeast Metro 916 ("School District") and the 916 Federation of Teachers ("Federation") have entered in a collective bargaining agreement for 2015-2017; and

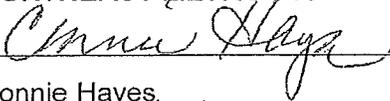
WHEREAS, the Federation submitted a proposal regarding workplace and school safety during the 2015-2017 negotiations; and

WHEREAS, the School District and the Federation share a commitment to workplace and school safety for staff and students.

THEREFORE, the parties agree to the following for the term of the 2015-2017 collective bargaining agreement.

1. The School District shall establish a committee comprised of the Superintendent, Director of Special Education, one Special Education Program Manager, the Related Services Staff Manager and other administrators, as deemed necessary and appropriate by the Superintendent, and two special education teachers and two related services providers, and other members as deemed necessary and appropriate by the Federation, including two general education teachers.
2. By January 4, 2016 the committee shall establish a meeting schedule to collect data and information regarding school and workplace safety issues, including classroom staffing.
3. April 15, 2016 the data and information shall be gathered, and by May 15, 2016 the committee shall develop recommendations for enhancing the safety of staff and students.
4. The Committee will continue to meet on a quarterly basis throughout the 2016-2017 school year to review progress and/or ongoing concerns.

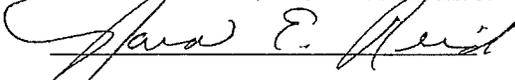
NORTHEAST METRO 916



Connie Hayes

Date: 3/1/16

916 FEDERATION OF TEACHERS



Nora Reid

Date: 3/1/16

MEMORANDUM OF UNDERSTANDING
NORTHEAST METRO 916 AND 916 FEDERATION OF TEACHERS

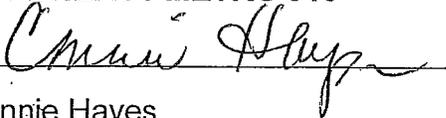
WHEREAS, Northeast Metro 916 ("School District") and the 916 Federation of Teachers ("Federation") have entered in a collective bargaining agreement for 2015-2017; and

WHEREAS, the School District and the Federation share a commitment to workplace and school safety for staff and students.

THEREFORE, the parties agree to the following as outcome from the 2015-2017 collective bargaining agreement:

1. The School District and the Federation shall participate in the Joint Northeast Metro 916 and Employee School and Workplace Safety Initiative in developing ways to address concerns relating to safety arising from student behaviors.
2. The School District agrees to implement the safety initiatives developed and agreed upon through this Joint School District and Employee Initiative.

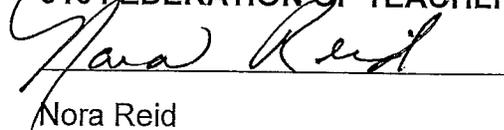
NORTHEAST METRO 916



Connie Hayes

Date: 5-12-16

916 FEDERATION OF TEACHERS



Nora Reid

Date: 5/12/16

MEMORANDUM OF UNDERSTANDING
NORTHEAST METRO 916 AND 916 FEDERATION OF TEACHERS

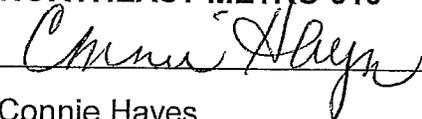
WHEREAS, Northeast Metro 916 ("School District") and the 916 Federation of Teachers ("Federation") have entered into a collective bargaining agreement for 2015-2017; and

WHEREAS, the School District and the Federation desire to discuss and address special education caseload concerns.

THEREFORE, the parties agree to the following:

1. The School District and the Federation shall establish a committee to evaluate special education caseloads within the School District, composed of the Director of Special Education, the Related Services and Itinerant Staff Manager, the Manager of DHH/BVI, two special education teachers and two related services providers.
2. The caseload committee shall review the current caseload formula or practices no later than October 14, 2016.
3. The committee shall determine and collect whatever additional data is needed, if any, to evaluate the School District's caseload assignments, no later than October 14, 2016.
4. Committee members shall develop consensus on the factors that impact the variability amongst caseloads and shall develop tools to measure the variability amongst caseloads.
5. The committee shall make recommendations for any adjustments needed to the caseload formula or practices no later than December 23, 2016.

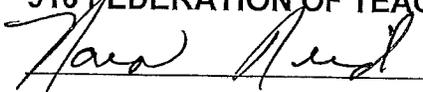
NORTHEAST METRO 916



Connie Hayes

Date: 5-12-16

916 FEDERATION OF TEACHERS



Nora Reid

Date: 5/12/16

MEMORANDUM OF UNDERSTANDING

NORTHEAST METRO 916 AND 916 FEDERATION OF TEACHERS

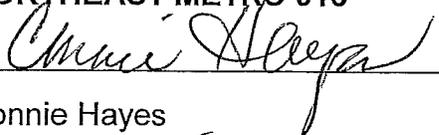
WHEREAS, Northeast Metro 916 ("School District") and the 916 Federation of Teachers ("Federation") have entered into a collective bargaining agreement for 2015-2017; and

WHEREAS, the School District and the Federation desire to discuss assignment and duty day issues at the Area Learning Centers operated by the School District.

THEREFORE, the parties agree to the following:

1. The School District and the Federation shall establish a committee to discuss the following issues raised during the collective bargaining process: the spring and August assignment notices, duty day hours, reassignment of staff during the school year, and assignment to credit recovery programs.
2. The committee shall consist of one teacher from each of the three ALC sites, the Director of Education Services, the two principals of the ALC's and, as needed, the Superintendent.
3. The committee shall attempt to have its first meeting before the end of the 2015-2016 school year and shall resume its work in the fall of the 2016-2017 school year.

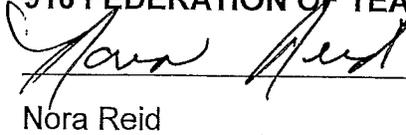
NORTHEAST METRO 916



Connie Hayes

Date: 5-12-16

916 FEDERATION OF TEACHERS



Nora Reid

Date: 5/12/16