

**MASTER AGREEMENT
CERTIFIED**

BETWEEN

BELGRADE-BROOTEN-ELROSA

**SCHOOL DISTRICT #2364
AND
EDUCATION MINNESOTA - BBE**

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

2023-2025 MASTER AGREEMENT

BETWEEN BELGRADE-BROOTEN-ELROSA INDEPENDENT SCHOOL DISTRICT 2364 AND EDUCATION MINNESOTA-BBE

ARTICLE I: PURPOSE

Section 1. Parties:

THIS AGREEMENT is entered into between the Belgrade-Brooten-Elrosa Independent School District 2364, hereinafter referred to as the School District or District and the Belgrade-Brooten-Elrosa Education Association, hereinafter referred to as exclusive representative, is pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with the P.E.L.R.A., the School District recognizes the Belgrade-Brooten-Elrosa Education Association as the exclusive representative of teachers employed by Independent School District No. 2364, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Units:

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

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment:

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

In the case of school employees, "terms and conditions of employment" includes classroom teacher-to-student ratios in classrooms, student testing, and student-to-personnel ratios.

Section 2. Teachers:

Teacher. "Teacher" means any public employee other than a superintendent or assistant superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by a school district:

- (1) in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board or the commissioner of education; or
- (2) in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist.; or
- (3) in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other school district or charter school-based early education program, except that an employee in a bargaining unit certified before January 1, 2023, may remain in a bargaining unit that does not include teachers unless an exclusive representative files a petition for a unit clarification or to transfer exclusive representative status.

A full time teacher is one who is employed (74%) of the time or more of the contract year based on a 182-day school year, 8 hours per day, but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. Part-Time Teachers:

Subd. 1: Part-time teachers and long-term substitute teachers who substitute teach more than (30) days for one individual teacher and meet the requirements under the P.E.L.R.A. to belong to the bargaining unit but do not teach full time will be paid on a pro rata basis for salary only. Other fringe benefits will only be provided if included in that specific section of this Agreement. Preparation time will be given on a pro rata basis to part-time teachers as per the length of their contract.

Subd. 2: Short-term substitute teachers' salaries and fringe benefits will be set by the District.

Subd. 3: Adult teachers', Community Education teachers', and homebound teachers' salaries and fringe benefits will be set by the School District as long as they do not fall under the requirements of the P.E.L.R.A.

Section 4. School District:

For purposes of administering this Agreement, the term, "School District", shall mean the School Board or its designated representative.

Section 5: Immediate Family:

The definition of immediate family shall mean spouse or domestic partner, children, parents, siblings, grandparents (including individuals in these categories who are "step", "half", or "in-law" to the staff member or their spouse or domestic partner, and individuals whom the staff member, spouse, or domestic partner claim as a dependent on their federal tax returns).

ARTICLE IV: SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

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

Section 2. Management Responsibilities:

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

Section 3. Effects of Laws, Rules, and Regulations:

The exclusive representative recognizes that all employees covered by the Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of State and Federal Governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

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

ARTICLE V: TEACHER RIGHTS

Section 1. Right to Views:

Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as this expression is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive

representative if there is one; nor shall it be construed to require any teacher to perform labor or services against his/her will. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the School District so long as a teacher does not attempt to subvert the political or moral values of the students of the District. Teachers shall be guaranteed the right to be active politically. Political rights shall include participating in party organization or campaigns of candidates, discussing political issues publicly, lobbying, organizing political action groups, and running for and serving public offices. Teachers shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities. Teachers shall not be required to work under conditions that have been determined unsafe or hazardous by the Minnesota Industrial Commission. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, gender, or marital status.

Section 2. Right to Join:

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

Section 3. Request for Dues Check Off:

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off pursuant to the P.E.L.R.A. Any employee who is a member of the Union or who has applied for membership may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Union. Such authorization shall continue unless revoked in writing. Upon request of a properly executed authorization card/sheet of from the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization in eighteen (18) equal installments beginning with the first pay period in October.

- When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President between September 1 and September 30.
- Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct (1/18) of such dues from the regular paycheck of the bargaining unit member for each pay period for 18 consecutive pay periods.

- The deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay day and June 30.
- Written request for membership dues check off must be received by the District by September 30 and shall continue in effect unless revoked in writing between September 1 and September 30 for the following contract year.

Section 4. Personnel Files:

Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours for the teacher to reproduce any of the contents of the files at his/her own expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law. The teacher may, through the grievance procedure, initiate proceedings to remove false material.

Section 5. Mentoring Probationary Teachers

Each probationary teacher, including Tier I and II level, will be assigned a continuing contract teacher to work with them through their first year of a probationary contract status. Whenever possible, the mentor and mentee will have a similar work assignment within the district. The mentor teacher will receive \$500 per year for completion of the mentoring assignment.

Responsibilities toward the mentee may include:

- Being a role model and advocate
- Establishing a relationship which instills trust, mutual respect, and collegiality
- Encourage support, guide, and provide feedback to the mentee
- Establish a routine for consistent on-going communication
- Serve as a resource in order to share thoughts, ideas, and information to develop professional pedagogy

The mentor/mentee relationship shall be for teacher improvement/enrichment and will not be used for teacher discipline or discharge.

Section 6. Rights and Obligations:

The District recognizes all of the rights and objectives set forth in the P.E.L.R.A. of 1971 as amended by the 1973 legislature and in other applicable Minnesota laws.

ARTICLE VI: PRESCHOOL, SCHOOL READINESS +, AND PRE-K INSTRUCTORS

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, preschool, school readiness, school readiness plus, and prekindergarten instructors fall within the definition of “teacher” for purposes of PERLA and are included within

the teachers' appropriate unit. Early education teachers will be required to hold an appropriate license by the Minnesota Department of Education on July 1, 2028 and at that time, will fall under the definition of a teacher for purposes of continuing contract status under Minnesota Statutes 122A.40 subd. 1. Teachers they have taught in a preschool, school readiness, school readiness plus, or prekindergarten program for five or more years prior to July 1, 2028 are exempt from licensure requirements but will not fall under the definition of teacher for purposes of continuing contract protections.

Section 2. Probationary Period: Time spent as a preschool, school readiness, school readiness plus, or pre-kindergarten instructor does not count toward the individual's probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261 unless the teacher held a license at the time. A preschool, school readiness, school readiness plus, or pre-kindergarten instructor shall serve a probationary period of 90 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor. Instructors who met this probationary period prior to July 1, 2023, shall not be required to serve a new probationary period. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Preschool, school readiness, school readiness plus, and prekindergarten instructors may be laid off at the School District's discretion at any time based on the needs of the School District's programs.

Section 4. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for preschool, school readiness, school readiness plus, and prekindergarten instructors shall be as assigned by the School District after consultation with the exclusive representative and may be modified from time to time based upon the needs of the School District's programs.

Section 5. Compensation: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall be compensated pursuant to the specific preschool, school readiness, school readiness plus, and prekindergarten salary schedule, Attachment (ATTACHMENT TITLE), or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

Section 7. Applicable Sections of the Master Agreement: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS,

ARTICLE IV, SCHOOL DISTRICT RIGHTS,
ARTICLE V, TEACHER RIGHTS,
ARTICLE VIII, 403(b) MATCHING CONTRIBUTION PLAN,
ARTICLE IX, GROUP INSURANCE,
ARTICLE X, LEAVES OF ABSENCE,
ARTICLE XIII, GRIEVANCE PROCEDURE,
ARTICLE XIV, PROGRESSIVE DISCIPLINE
ARTICLE XV, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY
AGREEMENT
ARTICLE XVI, DURATION.

Section 8. Sections of the Master Agreement Not Applicable: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall not be eligible for the following articles of the Master Agreement:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,
ARTICLE VII, EXTRA COMPENSATION,
ARTICLE XI, HOURS OF SERVICE,
ARTICLE XII, LENGTH OF THE SCHOOL YEAR,

NOTE: School districts must consider articles that are found in their Master Agreements and place them in "Section 7" or "Section 8" as they deem appropriate.

ARTICLE VII: BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic Compensation:

Subd. 1. Direct Deposit: All teachers must enroll in direct deposit for payroll compensation.

Subd. 2. 2023-24 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2023-24 school year; and teachers shall advance one increment on the salary schedule.

Subd. 3. 2024-25 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2024-25 school year; and teachers shall advance one increment on the salary schedule.

Section 2. Status of Salary Schedule:

The salary schedule is not to be construed as a part of the teacher's continuing contract, and the School District reserves the right to withhold increment advancement but not lane changes. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor agreement is executed at which time retroactive pay will be made according to the new Agreement. The School District can withhold any other salary increase for just cause. The School District shall give written notice and the reason for such

action. Any action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Placement on Salary Schedule:

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

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

Subd. 2. Grade and Credits: Teachers earning credits beyond the B.A. or B.S. degree may receive compensation in the BA, BA15, BA30, BA40, MS, M15, M30/BA80, M40 salary lanes provided all of the credits submitted are graduate credits. The BA+60 through BA+120 lanes were retired effective FY22, but grandfathered in for those that have already attained those levels. Semester credits will be used for salary schedule placement. They must be in the teaching major or minor fields or in related fields and must carry a grade of A, B, C, or pass, or S. No credit will be allowed for Audit, U's, F's, D's, or incompletes.

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

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year providing a transcript of qualified credits or official grade report is submitted to the superintendent's office no later than September 15 of each year. Credits submitted by transcript or official grade report after September 15 even though otherwise qualifying shall not be considered until the following year. If a transcript or official grade report is not available by September 15, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript or official grade report. The payment will be made retroactive after the transcript or official grade report is received.

Subd. 5. Advanced Degree Program: A teacher shall be paid for an earned degree on the masters degree lane or higher degree lane only if the degree program is in an education field and the degree program is approved in writing by the superintendent in advance. Administrative courses will not count toward a lane change until the master's degree or high degree is earned.

Subd. 6. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually paid.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

Subd. 8. Application: All graduate credit granted by an accredited college or university as part of a district approved degree program or as part of a district approved program to gain additional areas of teacher licensure will be credited toward lane changes. The

exceptions noted in subdivision 5 and elsewhere still apply. Credit for an advanced degree will be granted after the accredited college or university grants the degree otherwise teachers may only move 1 lane per school year.

Subd. 9. Pay Deductions: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Subd. 10. No New Contract: If no new Agreement has been reached, horizontal lane changes shall be granted but not step increases.

ARTICLE VIII: EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule:

The wages and salaries reflected in the Schedules C & D, attached hereto, shall be a part of this Agreement effective for the 2023-24 and 2024-25 school years.

Section 2: Extra Compensation for Postseason Play:

Postseason stipends are paid per event assuming the events are on different days. Postseason is defined as any competition (including Knowledge Bowl, Robotics, and MSHSL) following the last guaranteed competition for which all teams are eligible. For any additional postseason event, coaches will receive a stipend. Postseason stipend caps are per season/extra curricular. **The first week of any post-season competition is included as part of the seasonal pay.**

- Athletics - Head Coaches receive \$200 stipend per WEEK with a cap of \$500.
- Athletic- Assistant Coaches receive \$125 per WEEK with a cap of \$300.
- Co-Curricular Head Coaches receive \$125 per WEEK with a cap of \$300.
- Co-Curricular Assistant Coaches receive \$75 per WEEK with a cap of \$200.
- Pep band directors receive \$75 per event with a cap of \$300 per season.

Section 3. Travel and Subsistence Expense:

Expenses will be paid to a faculty member for attendance at a special meeting, convention, or coaching clinic provided previous approval has been granted by the administration. Expenses will be paid to any Varsity/JV coach to attend the State Tournament of their activity for one day plus a coaching clinic for one day. If a coach of multiple sports the number of days will be limited to the state tournament and clinic for the first sport and one event, either state tournament or clinic, for each of the other sports.

Attendance at the Education Minnesota Convention is not included. The number of days a faculty member attends such meetings is at the discretion of the superintendent. Reimbursable expenditures may include food, lodging, transportation and registration fees as agreed to by the superintendent and faculty member involved.

Section 4. Combination Elementary Classes-Sixth Academic Class:

The School District will pay \$3,188 for the 2023-2024 year, and \$6,000 for the 2024-2025 year,

for teaching a combination class or a sixth high school academic class. Those teachers who wish to teach a sixth class without pay in place of a study hall or to reduce their own class sizes may do so without compensation by informing Administration.

Section 5. Tier 1 and 2 Teachers

Educational Expenses:

Tier 2- licensed teachers / non-licensed PreK teachers currently enrolled in an accredited teacher preparation program, or Tier 1 teachers who elect to enroll in an accredited teacher preparation program, shall be eligible for an additional reimbursement of up to \$3,000 per year to be used for tuition or other educational expenses subject to the following conditions:

1. Tier 1-licensed teachers [Tier 2- licensed teachers / non-licensed PreK teachers] are eligible for this reimbursement for up to three years of enrollment in an accredited teacher licensure program.
2. The number of credits and reimbursement for agreed upon expenses related to the licensure program shall be agreed upon in advance by the teacher and the District.
3. Up to 18 credits earned with school district reimbursement shall be applicable to advancement on the salary schedule per Article 6, Section 3.
4. The teacher shall agree to teach in the District for a minimum of 3 years after completing the licensure program.
5. If the teacher leaves the District prior to the completion of the third year of service after earning their license, the teacher shall reimburse the District an amount equal to (20%) of the total reimbursed amount per year for each year remaining of the 3-year service requirement period.
6. The teacher shall not be required to reimburse the District if failure to teach the required 3-year period is the result of District actions.
7. If a teacher holding a Tier 1 license enrolls in a teacher preparation program, the district and teacher shall jointly apply to PELSB for a Tier 2 license.

Additional time off:

Tier 2- licensed teachers / non-licensed PreK teachers currently enrolled in an accredited teacher preparation program, or Tier 1 teachers who elect to enroll in an accredited teacher preparation program, are eligible for 8 hours of paid leave per quarter to complete classwork related to the licensure program. Such leave must be pre-approved by the building administrator. Leave shall be in addition to the leave provisions outlined in Article 3 Section 4. Leave may be taken in 2-hour, or half-day, increments. If a teacher holding a Tier 1 license enrolls in a teacher preparation program, the district and teacher shall jointly apply to PELSB for a Tier 2 license.

Section 6. Bus Driver Incentive:

Any coach, and/or advisor with a school bus endorsement shall be compensated a one time \$500 bonus at the end of the year for driving a school bus to and from school events.

Any coach, and/or advisor with a school bus endorsement shall be compensated based on the extra curricular driver pay for the amount of hours spent driving to and from all away school sponsored activities for each season. Article XIII compensation also applies to all extracurricular trips. Type III certified van drivers will be compensated on the van driver extra curricular rate.

Section 7: Incentive Compensation (2023-2024 ONLY)

Subd.1-Exceptional Attendance: Beginning with the 2016-2017 school year, teachers using one (1) day or less of paid leave during a school year will be eligible for \$1,000 incentive payment. Teachers using more than one (1), but two (2) or fewer days of paid leave during a school year will be eligible for \$500 incentive payment, All incentive payments will be made to the qualifying employees VEBA.

Subd. 2-Sick Leave Accumulation: Beginning with the 2016-2017 school year, teachers accumulating sick leave will be compensated with one-time payments into the qualifying VEBA. Payments will be earned based on the following benchmarks. Each benchmark may be earned once during a teacher's tenure. All payments will be processed in June.

40 days	\$500
70 days	\$750
100 days	\$1,000
130 days	\$1,250
156 days	\$1,500

ARTICLE IX: GROUP INSURANCE

Section 1. Single or Family Coverage:

Subd. 1: The School District shall contribute up to the sum of \$8,500 for FY24 and \$10,286 for FY25 years of this agreement toward the premium for individual or family coverage for all full time teachers employed by the School District who qualify and are enrolled in the School District group health and hospitalization plan. These amounts shall apply only to the eligible Health Policy Premiums (not Life Insurance, LTD or Cash in Lieu) but can be applied to family policies. Any additional cost of the premium shall be borne by the employees and paid by payroll deduction.

Subd. 2: Health Care Contribution: The School District shall contribute \$3,600 at a rate of \$180 per pay period for 20 pay periods for FY25 of this agreement toward a VEBA if a full time teacher does not take health insurance from the district. Under the Affordable Care Act (ACA), the teacher must waive employer-sponsored coverage and must attest annually that he/she has Minimum Essential Coverage from a source other than an Individual and Family Plan.

Subd. 3: Full Service Health Care Option: The selection of insurance carriers and

policies for the School District sponsored insurance program will be made by the School District's Insurance Committee in accordance with MN Statute 471.6161. Any amount over the district's contribution shall be paid by the teacher. If a husband and wife with children are both covered by this Agreement, the District will contribute an amount equal to the full premium but no more than the monetary amount as stated in the Agreement on one family policy. The husband and wife are **not** entitled to two family policies. If a husband and wife without children are both covered by this agreement, the District will contribute the full premium if it does not exceed the monetary amount stated above in Subd. 1.

Section 2: High Deductible Health Plan:

Effective July 1, 2011, Employers shall make available a high deductible major medical group health plan that qualifies as a high deductible health plan ("HDHP") under Section 223 of the Internal Revenue Code ("Code"). The HDHP shall be available to all qualified bargaining unit members and eligible retirees who elect to participate in said plan. With respect to qualifying bargaining unit members and eligible retirees, employers shall contribute an amount not to exceed \$8,500 for FY24 and \$10,286 for FY25 towards the annual premium cost for single group health coverage or family group health coverage. Deductibles and out-of-pocket maximums under the HDHP are indexed for inflation, and will increase on an annual basis under a predetermined formula.

Subd. 1. Health Savings Accounts: Employers shall designate a custodian to receive contributions to health savings accounts ("HSAs"), as defined in Section 223 of the Code. Qualified bargaining unit members and eligible retirees who enroll in the HDHP, and who are otherwise eligible to contribute to an HSA, may contribute and receive employer contributions to an HSA through the Employer's cafeteria plan under Section 125 of the Code. The Employer is only required to make or forward contributions to the HSA custodian designated by the Employer. The decision to establish an HSA with the custodian selected by Employer is completely voluntary. Employer may not: (i) limit the ability of employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

To facilitate the timely establishment of HSAs (and ensure that medical expenses incurred after the Effective Date are eligible for reimbursement), Employer may establish and contribute to HSAs as of the Effective Date for all qualifying bargaining members and eligible retirees who enroll in the HDHP and who indicate their intent to participate in the HSA arrangement. No funds shall be distributed from an HSA, however, until employees complete, sign, and return an enrollment application and HSA custodial agreement, and such agreement is approved by the HSA custodian. The

Employer is not responsible for determining any individual's eligibility or continued eligibility to contribute to an HSA.

Subd. 2. Employer Contributions: Employer will make contributions to the HSAs of eligible, qualifying bargaining unit members in accordance with the following schedule:

The difference between the annual Employer Contribution (defined in Art. 1) and the annual HDHP premium will be contributed to the qualified employee's HSA.

The Employer is entitled to rely on any statement by the qualifying bargaining unit members or eligible retiree that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that the qualifying bargaining unit members or eligible retiree is not eligible to contribute to an HSA.

The contribution will be made: twice per fiscal year (first payment on the first business day following July 15 and second payment on the first business day following January 15). If a qualifying bargaining unit member is a participant in the HDHP and is entitled to receive annual contributions that are prorated on a biannual basis over the HDHP plan year, and the participant or the participant's spouse or dependent incurs one or more claims for eligible health expenses that exceed the participant's account balance in the HSA and are not covered by other insurance, the Employer shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the annual contribution described above.

If a qualified bargaining unit member enters the HDHP as a participant on a date after the first day of the HDHP plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. If the participant or the participant's spouse or dependent incurs one or more claims for eligible health expenses that exceed the participant's account balance in the HSA and are not covered by other insurance, the Employer shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the prorated contribution determined based on the late entry date.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason.

Subd. 3. Payment of Administrative Fee: Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs but are no longer eligible to contribute to the HSA shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. Administrative fees allocable to HSAs of retirees shall be paid from the HSA. If Employer Contributions cease as a result of

collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Subd. 4. Coordination with other Coverage, General Rule: No contributions will be made to HSAs of employees who have health coverage other than coverage under a HDHP ("Disqualifying Coverage"). For this purpose, Disqualifying Coverage includes coverage under (1) a general health flexible spending arrangement (a "health FSA") that is part of a cafeteria plan under Section 125 of the Code and that is made available through the Employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the Employer or through the employer of a spouse or dependent, (3) coverage under a health reimbursement arrangement (an "HRA"), including coverage through the Minnesota Service Cooperative VEBA Plan (the "VEBA"), whether offered through the Employer or through the employer of a spouse or dependent, and coverage under Medicare, Medicaid, TRICARE, CHAMPUS, or any other health plan that is not a HDHP. No contributions will be made to HSAs of individuals who can be claimed as a dependent on a tax return (other than as a spouse).

Subd. 5. Coordination with [HRA/VEBA]: If a qualifying bargaining member or eligible retiree participates in an HRA/the VEBA, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the HRA/VEBA plan year, the individual shall elect a coverage option under the HRA/VEBA that limits payment or reimbursement from the HRA/VEBA to vision care, dental care, preventive care (as defined in Code section 223(c)) or eligible health expenses incurred after he or she satisfies the applicable minimum deductible for self-only or family coverage described in Code Section 223(c), as adjusted for changes in cost-of-living under Code Section 223(g) ("Limited Purpose Coverage").

Subd. 6. Coordination with Health FSA: If a qualifying bargaining member participates in a health FSA of the Employer, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health FSA plan year, the individual shall decline coverage under the health FSA for the plan year, or shall elect Limited Purpose Coverage under the health FSA for that year.

If a qualifying bargaining member is covered by a general purpose health FSA with a grace period that extends beyond the last day of the health FSA plan year, and the individual has a positive balance in his or her health FSA on the last day of the health FSA plan year, he or she is not eligible to contribute or receive contributions to an HSA until the first month following expiration of the grace period.

Subd. 7. Ordering Rule: If a qualifying bargaining member is enrolled in Limited Purpose Coverage under a health FSA, and if the Employer so provides in the plan document of an HRA/the VEBA, medical expenses that are eligible for reimbursement under the Limited Purpose Coverage option of the health FSA shall be paid from the

health FSA first, before any amount is payable from the HRA/VEBA or HSA, until the individual's health FSA account is exhausted.

If Crossover is Elected: If a qualifying bargaining member or eligible retiree is enrolled in Limited Purpose Coverage under an HRA/the VEBA, and has exhausted any coverage in his or her health FSA, medical expenses that are eligible for reimbursement from the HRA/the VEBA shall be paid from the HRA/the VEBA (subject to Limited Purpose Coverage) until the individual's account in the HRA/the VEBA is exhausted; medical expenses that are not eligible for reimbursement from the HRA/the VEBA, including medical expenses that remain after the HRA/the VEBA has been exhausted, shall be reimbursed from the HSA.

If Crossover is Not Elected: If a qualifying bargaining member or eligible retiree is enrolled in Limited Purpose Coverage under an HRA/the VEBA, and has exhausted any coverage in his or her health FSA, the employee may submit for reimbursement of medical expenses from the HRA/the VEBA (subject to Limited Purpose Coverage) or from the HSA.

Section 3 : Long Term Disability

The School District will provide a long-term disability insurance plan to cover a maximum equal to the maximum salary schedule salary in the second year of this contract rounded to the next highest \$100. The cost of the premium will be paid by the teacher through payroll deduction. All persons covered by this agreement must participate.

Section 4. Claims Against the School District:

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

Section 5. Duration of Insurance Contribution:

See Article XV and XV-A of this contract.

Section 6. Eligibility:

Subd. 1: Benefits provided in this Article are designed for full time personnel as described in Articles III and X and shall not apply to part-time personnel working 74% time or less.

Subd. 2: For those part-time teachers that work (49-74%) of the time, the School District will provide health insurance to them in the percent equal to their hours only if the insurance company recognizes their eligibility. LTD insurance is provided as per Section 2 of this article. This Subd. 2 shall not be grievable.

Section 7. Terminated Teacher Coverage:

An eligible teacher whose position is terminated may continue group insurance coverage for himself/herself and his dependents by paying full cost of such coverage by the due date to School District 2364 until re-employed or for a period of 18 months after termination, whichever

is shorter.

Section 8. Life Insurance

The School District will pay up to a maximum of \$110 per year towards the premium of the \$50,000 term life insurance for all full time teachers who qualify for and are enrolled in the plan offered through the District. Teachers who retire from teaching from BBE shall be eligible to remain in the existing plan, if the carrier will allow them to continue, and shall be responsible for the entire cost of their premiums.

ARTICLE X: LEAVES OF ABSENCE (2023-2024)

Section 1: Sick Leave:

Subd. 1: A full time teacher shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. A full time teacher will earn sick leave at the rate of one full day for each thirteen (13) full days of service. A part-time teacher under Article III, Section III, Subd. 1, will receive a pro rata sick leave allowance on the same basis (i.e., a four-hour employee will receive twelve (12) four-hour sick leave days per year if he/she is contracted for 157.5 days). A teacher without accumulated sick leave days would receive retroactive sick leave pay at the end of the year for days not earned and not paid for if enough are subsequently earned in the remainder of that school year.

Subd.2: Unused sick leave days may accumulate to a maximum credit of 156 days.

Subd. 3: Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness or health disability of the teacher or their immediate family which prevented his or her attendance at school and performances of duties on that day or days. Immediate family shall include spouse and children, father, mother, brother, sister, grandfather, grandmother, and grandchildren of the teacher or spouse.

Subd. 4: The School District may require a teacher to furnish a medical certificate at the District's expense from the school health officer or from a qualified physician designated by the School District as evidence of illness, indicating that such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to a healthcare professional.

Subd. 5: In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 6: Sick leave allowed shall be deducted from the accrued sick leave days earned by that teacher.

Subd. 7: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 8: Each teacher may, on a voluntary basis, donate one or more of their accumulated sick leave days to a bank. Once a day has been donated, it cannot be given back. The maximum number of days in the bank shall be capped at 200 days. Employees wanting to access the bank must have exhausted his/her own sick leave. Teachers may use days within the sick leave bank for catastrophic medical events within their immediate family. The immediate family shall include spouse and children, father, mother, sister, grandfather, grandmother, and grandchildren of the teacher or spouse. The employee must send a letter of application to the BBE Sick Leave Board. All decisions of the Board must be unanimous. There must be sufficient days available in the bank to cover the sick days taken out.

The Sick Leave Board shall consist of one teacher from the elementary school, one teacher from the high school, and the Superintendent of Schools. The committee may request a physician's statement to insure no fraudulent claims are made.

In the event that the total number of days in the Sick Leave Bank falls below 100 days, employees shall be given the opportunity to donate days.

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

Subd. 1- Earning: Starting January 1, 2024, teacher's shall earn ESST at a rate of 1 hour for every 30 hours worked from January 1, 2024 to June 30, 2024.

Subd. 2-Use: ESST shall be used immediately upon accrual of hours from January 1, 2024 to June 30, 2024 whenever an employee's absence is to be found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

Subd. 3-Documentation: When permissible by the law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 2 of this section, in order to receive ESST pay. The employee will be advised when documentation is required.

Section 3. Workers' Compensation:

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

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

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

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

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

Subd. 6: Workers' compensation for medical expenses shall not be considered as payment to the employee for loss of time and/or work days.

Subd. 7: Failure to report the injury within 36 hours will result in the teacher paying the fine assessed by the School District.

Section 4. Personal Leave:

Subd. 1: Personal leave may be used for such purposes at the discretion of the teacher. No more than three teachers per building per day may be absent at the same time for personal leave. Requests for these days will be on a first-come, first-serve basis and may be presented to the superintendent during regular duty school days only and in the contract year for which they are requested.

Subd. 2: Requests for personal leave must be made in writing to the superintendent of schools at least three days in advance except in the event of emergencies. The School District reserves the right to review the final purpose. All leaves must have prior approval.

Subd. 3: The superintendent shall not be required to grant personal leave on the first day of teacher workshop, the first day of school that students attend, parent-teacher conference days, the day before or after Christmas vacation or the last week of school.

Subd. 4: Only for teachers hired before July 1, 1989. A full time teacher shall have up to two days personal leave per year, non accumulative, the days used to be deducted from sick leave, for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under the provisions of this Agreement. In addition, teachers who have accumulated 130 days of unused sick leave at the end of the previous school year shall be granted one (1) additional personal leave day, and those teachers at the maximum unused sick leave at the end of the previous year shall be granted two (2) additional personal leave days.

Teachers shall be allowed to add to their accumulated sick leave any unused Personal Leave days they were entitled to during the school year and did not use.

Subd. 4-A: Only for teachers hired after July 1, 1989. Beginning with the 2007-08 school year, teachers eligible under Article XV-A will accrue personal leave days according to the following schedule based on years employed by ISD 2364.

1-8 years	3 personal days
9-12 years	4 personal days
13-16 years	5 personal days
17+ years	6 personal days

Section 5. Emergency Leave:

Subd. 1: A teacher shall be granted up to five (5) days per year, noncumulative, for situations that arise requiring the teacher's emergency attention which cannot be attended to when school is not in session and which are not covered under the other provisions of the Agreement. Requests for emergency leave must be made in writing to the Superintendent of Schools at least three (3) days in advance, unless such advance notice is not possible. The request shall state the reason for the proposed leave.

Subd. 2: Up to four days emergency leave per year may be used for the following:

- a) Court appearances that are not the result of a teacher's personal misdemeanor or felony,
- b) Estate settlements of the immediate family.

Subd. 3: Up to one day of emergency leave per year may be granted for marriage in the immediate family including the teacher.

Subd. 4: The School District may grant emergency leave for conditions that are not covered above if an extreme emergency exists.

Subd. 5: The aforementioned leaves may be granted by the School District on the recommendation of the Superintendent.

Section 6. Bereavement Leave: A teacher may use up to four days of accumulated sick leave to attend funerals of relatives of either the teacher or spouse who are related by at least the second degree or to serve as a ceremonial official for a relative's or friend's funeral. If not serving as a ceremonial official, teachers attending a friend's funeral must use personal leave. If attending a friend's funeral will require an absence of two hours or less from school, a teacher may arrange for substitutes from the building staff at no cost to the District; and no leave time will be deducted. One day of bereavement leave shall be allowed, the day to be deducted from sick leave, for death not in the employee's immediate family as previously defined.

Section 7. Child Care Leave: A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a dependent minor child, adoption or natural birth, provided such parent is caring for the child on a full time basis.

Subd. 1: A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least two calendar months

before commencement of the intended leave. In case of extreme emergencies, the two months notice may be waived by the School District.

Subd. 2: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 4: In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to: Grant any leave more than twelve (12) months in duration or permit the teacher to return to his or her employment prior to the date designated in the request of child care leave.

Subd. 5: A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 6: Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 7: The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District

pursuant to this section.

Subd. 10: Leave under this section shall be without pay or fringe benefits.

Section 8. Exclusive Representative Leave: A delegate of the exclusive representative may attend to representative business for no more than three days every year at no expense to the School District. The School District will pay for substitute teachers'. The delegate teacher(s) will forfeit his or her teacher's salary for the days missed.

Section 9. Jury Service: Teachers required to perform jury service during the school year according to statutes will inform the superintendent in writing and agree to return the pay for the jury service to the School District. The teacher will keep mileage and meal expenses. Full teacher's pay will be given to the teacher by the District for school days missed for jury service.

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

Section 11. Medical Leave:

Subd. 1: A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence without pay up to one year. The School District may, at its discretion, renew such a leave; and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2: A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 12. Insurance Applications: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section 13. Educational Leaves:

Subd. 1: A period of time not to exceed two years may be granted to members of the teaching staff who teach more than 74 percent of the time for the purpose of professional and/or technical advancement, subject to the approval of the School Board.

Subd. 2: A teacher must be in at least his/her seventh year with the School District in order to be eligible for this leave. A teacher must meet the 74 percent requirement in Subd. 1.

Subd. 3: The activity in which a staff member engages while on education or work/study leave must be related to his/her professional responsibilities, either present or anticipated, or to any related fields which will improve his/her performance.

Subd. 4: Application must be made in writing by May 15, and the proposed program of

study or work must be approved in advance by the superintendent.

Subd. 5: This leave shall be limited to one teacher per school year.

Subd. 6: If the number of requests for educational or work/study leave exceeds the limitations, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments as determined by the School District.

Subd. 7: During the period of the leave, the teacher will receive no salary but reserves the right to remain in the hospitalization group plan at the teacher's own expense. The hospitalization premium must be paid on a monthly basis with each payment one month in advance of the due date.

Subd. 8: Upon the expiration of the educational or work/study leave, the teacher shall have the privilege of returning to the position as assigned by the superintendent.

Subd. 9: The teacher shall retain seniority during this leave and shall retain all other rights and benefits possessed by the teacher prior to the leave.

ARTICLE X-A: LEAVES OF ABSENCE (2024-2025)

Section 1: Paid Time Off:

Subd. 1. At the beginning of each school year a teacher shall be credited with (88) hours of paid time off to be used as the individual chooses as long as the request meets the guidelines set forth in this article. All paid time off must be used before banked leave days can be accessed. Banked Leave days may only be used for illness.

- a. Teachers who experience an illness, injury, or parental leave that results in an absence for more than three consecutive contract days will access their leave bank on the 4th consecutive day and beyond. The teacher may be required to present a doctor's certification to invoke this clause.
- b. Under unusual circumstances and at the discretion of the Superintendent, teachers who have already used their days who have had a death in the family may apply for consideration of bereavement leave. If the teacher has no banked time accrued, the Superintendent may approve up to (3) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subd. 2. Paid time off shall be approved only upon submission of a paid time off request setting out the dates claimed for paid time off to the Superintendent, and his/her building Principal via SmartER time off management system. Leave requests are to be made prior to the requested day. To use PTO teachers must give a 3 day notice (except for reasons of bereavement, childbirth, adoption, and illness) and receive pre-approval from their building administrator. Teachers may request increments of two

(2) hours of paid time off. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Subd. 3. Use of banked leave is leave with pay which shall be allowed by the School District whenever a teacher's absence is found to have been due to illness, injury or disability which prevents the employee's attendance at school, and the employee has already used all of their paid-time-off. Use of this leave includes personal illness or disability. Teachers may also use banked leave for absences due to illness or disability of the employee's immediate family or spouse's immediate family as mother, father, sister, brother, wife, husband, partner, son, daughter, grandparents or grandchildren. The school district may require the teacher to furnish satisfactory evidence that absence was by reason of illness, injury or disability which prevented his or her attendance on that day or days. A certificate from a qualified physician stating that the employee's absence was due to illness or disability may be required as seen necessary by the School District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of paid time off taken under this provision must be used simultaneously with any period of leave for which the employee is eligible under the Family and Medical Leave Act.

Subd. 4. Days used in excess of allowance: A teacher will be credited with paid time off at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated leave bank. At the end of the school year, on June 30, a maximum of (120 days or 960 hours) of leave will be carried forward to the next year.

Subd. 5. Payout Days. Teachers with any remaining hours of PTO that will be rolled into their sick bank and have a maximum of (120) days or (960) hours will be paid out for the hours that are above the maximum at \$25.00 per hour. This amount will be deposited into the employees VEBA account by July 15 of the succeeding contract year. This first payment would be made on July 15, 2025.

Subd. 6. Buy Back Days. Teachers who have a sick bank leave above (156) days or (1,248) hours will receive a one-time payment to bring down their bank to (120) days or (960) hours at a rate of twenty-five dollars (\$25.00) per hour as of August 1 of each year. This amount will be deposited into the employees choice of VEBA or MN Health Care Savings Plan (HCSP).

Subd. 7. In the event, the teacher has requested paid time off and an E-Learning Day event occurs, the teacher may be credited the paid time off if they choose to work remotely or come in for the day.

Subd. 8. In the event of a traditional snow day, the teacher is not required to report to work, and those that requested and were granted paid time off on that day, will not have the day deducted from their paid time off balance.

Subd. 9. Paid time off may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for childcare purposes may be granted at the discretion of the School District.

Subd. 10. Each teacher may, on a voluntary basis, donate one or more of their accumulated sick leave hours to a bank. Once a day has been donated, it cannot be given back. The maximum number of days in the bank shall be capped at (1,600 hours or 200 days).

Employees wanting to access the bank must have exhausted his/her own PTO and accumulated banked leave. Teachers may use days within the sick leave bank for catastrophic medical events within their immediate family. The immediate family shall include spouse or domestic partner, children, parents, siblings, grandparents (including individuals in these categories who are "step", "half", or "in-law" to the staff member or their domestic partner, and individuals whom the staff member, spouse, or domestic partner claim as dependent on their federal tax return). The employee must send a letter of application to the BBE Sick Leave Board. All decisions of the Board must be unanimous. There must be sufficient days available in the bank to convert the sick days taken out.

The Sick Leave Board shall consist of one teacher from the elementary school, one teacher from the high school, and the Superintendent of the Schools. The committee may request a physician's statement to insure no fraudulent claims are made.

In the event that the total number of days in the Sick Leave Bank falls below 100 days, employees shall be given the opportunity to donate days.

Section 3. Workers Compensation:

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

Subd. 2.: A deduction shall be made from the teacher's Sick Leave Bank according to the pro rata portions of days sick leave bank which is used to supplement worker's compensation.

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

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

Subd. 5.: A teacher who is absent from work as a result of an injury compensable under

the Worker's Compensation Act who elects to receive Sick Leave Bank time pursuant to this policy shall submit his or her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

Subd. 6.: Workers' Compensation for medical expenses shall not be considered as payment to the employee for loss of time and/or work days.

Subd. 7.: Failure to report the injury within 36 hours will result in the teacher paying the fine assessed by the School District.

Section 4. Child Care Leave:

A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a dependent minor child, adoption or natural birth, provided such parent is caring for the child on a full time basis.

Subd. 1: A teacher making an application for child care leave shall inform the superintendent in writing of intention to take the leave at least two calendar months before commencement of the intended leave. In case of extreme emergencies, the two months notice may be waived by the School District.

Subd. 2: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick and safe time leave pursuant to the sick and safe time leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick and safe time leave during a period of time covered by a child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 4: In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to: Grant any leave more than twelve (12) months in duration or permit the teacher to return to his or her employment prior to the date designated in the request of child care leave.

Subd. 5: A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 6: Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 7: The parties agree that the applicable periods of probation for teachers as set

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

Subd. 8: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 10: Leave under this section shall be without pay or fringe benefits.

Section 5. Family and Medical Leave:

FMLA leave shall be granted pursuant to applicable law

Section 6. Exclusive Representative Leave:

A delegate of the exclusive representative may attend to representative business for no more than three days every year at no expense to the School District. Members of the Union authorized by the Union president shall be granted up to 3 days of paid union leave per school year, to conduct union business. Union leave by Union members for negotiations and/or mediation sessions with the Districts shall not be deducted from the 3 total union leave days. The Union shall reimburse the School District the cost of a substitute teacher for each day of union leave that is used, if one is hired. The Union agrees to notify the teacher's immediate supervisor and District administration by e-mail at least three days prior to the use of any union leave. The District will submit an invoice to the Union for the cost of substitute teachers.

Section 7. Jury Service:

Teachers required to perform jury service during the school year according to statutes will inform the superintendent in writing and agree to return the pay for the jury service to the School District. The teacher will keep mileage and meal expenses. Full teacher's pay will be given to the teacher by the District for school days missed for jury service.

Section 8. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 9. Medical Leave:

Subd. 1: A continuing contract teacher who is unable to teach because of illness or

injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence without pay up to one year. The School District may, at its discretion, renew such a leave; and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2: A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 10. Insurance Applications:

A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section 11. Educational Leaves:

Subd. 1: A period of time not to exceed two years may be granted to members of the teaching staff who teach more than 74% of the time for the purpose of professional and/or technical advancement, subject to the approval of the School Board.

Subd. 2: A teacher must be in at least his/her seventh year with the School District in order to be eligible for this leave. A teacher must meet the 74% requirement in Subd. 1.

Subd. 3: The activity in which a staff member engages while on education or work/study leave must be related to his/her professional responsibilities, either present or anticipated, or to any related fields which will improve his/her performance.

Subd. 4: Application must be made in writing by May 15, and the proposed program of study or work must be approved in advance by the superintendent.

Subd. 5: This leave shall be limited to one teacher per school year.

Subd. 6: If the number of requests for educational or work/study leave exceeds the limitations, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments as determined by the School District.

Subd. 7: During the period of the leave, the teacher will receive no salary but reserves the right to remain in the hospitalization group plan at the teacher's own expense. The hospitalization premium must be paid on a monthly basis with each payment one month in advance of the due date.

Subd. 8: Upon the expiration of the educational or work/study leave, the teacher shall have the privilege of returning to the position as assigned by the superintendent.

Subd. 9: The teacher shall retain seniority during this leave and shall retain all other rights and benefits possessed by the teacher prior to the leave.

ARTICLE XI: HOURS OF SERVICE - TRANSFERS - PREPARATION - EVALUATION

Section 1. Basic Days:

The basic teacher's work day shall be eight hours.

Section 2. Building Hours:

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

Section 3. Additional Activities:

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular and supervisory activities.

Section 4. Sharing of Teaching Staff:

Subd. 1: Teachers shared with other school districts will be paid on the Master Agreement of the contracting district, and seniority will occur in that school district only.

Subd. 2: Mileage will be paid to teachers required to travel between towns during the school day to teach and direct after-school activities.

Section 5. Preparation Time:

The 50 minute preparation time may be scheduled at one uninterrupted time period or two uninterrupted time periods during the student contact day.

Section 6. Teacher Evaluation Process:

The exclusive representative and the District agree to the evaluation process which already exists in School District policy.

ARTICLE XII: SUSPENSION WITHOUT PAY

Section 1. Three-Day Suspension Without Pay:

The School District may suspend without pay, up to three days, teachers who have been found to be in violation of policies that have been established by the School District. Those areas include but are not exclusive to violation of the Master Agreement on sick leave, such as calling in sick and asking for sick leave benefit, when in fact that person is not sick; such an act will result in a three-day suspension without pay.

Section 2. Additional Suspension:

Such acts as habitual lateness to work, not turning in lesson plans, and not calling in to the appropriate administrator or the office if a teacher is late or sick may result in a one-day suspension without pay.

Section 3. Warning:

Except for violations of the leave areas in Article IX of the Master Agreement, the administration will give one written warning to the teacher before further action is taken.

Section 4: Grievance Procedure

This article is subject to the grievance procedure.

ARTICLE XIII: LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days:

The School District shall establish 182 teacher duty days for each school year; and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the District is authorized to conduct school.

Section 2. Emergency Closing:

In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School Board or its designated representative shall determine, if any, except Presidents' Day if it is scheduled as a holiday on the m mn school calendar by the School District.

Section 3. Flexible Duty Day:

The Administration will forgive the first missed weather-related day of any given school year. When a duty day is forgiven, faculty members will not make the day up and no payroll deduction will result. The Administration has sole authority over this matter.

Section 4. E-learning Day:

A school board may adopt an e-learning plan after meeting and negotiating with the exclusive representative of the teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A. A school district that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the elearning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Subd. 1: Days

"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section 120A.41.

Subd. 2: Plan

A school board may adopt an e-learning plan after meeting and negotiating with the exclusive representative of the teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

Subd. 3: Annual notice

A school district must notify parents and students of the e-learning day plan at the beginning of the school year.

Subd. 4: Daily notice

On an e-learning day declared by the school, a school district must notify parents and students at least two hours prior to the school start time that students need to follow the e-learning day plan for that day.

Subd. 5: Teacher access

Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

Subd. 6: Other school personnel

A school district that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

ARTICLE XIV: GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation resulting in a dispute or disagreement as to the interpretation or application of terms and conditions in this Agreement and the teacher's handbook policies.

Section 2. Representatives:

Either party may be represented during any step of the grievance procedure by any person or agent designated to act on his/her behalf.

Section 3. Procedure:

VERBAL - within five (5) working days for personal leave or fifteen (15) working days for other parts of this Agreement, or knowledge of the problem, the grievant (individuals, groups, or the association with the same dispute or disagreement upon the individual's written permission) shall meet with the principal, alone or with a representative, to resolve the grievance. The principal has five (5) working days to answer the grievance.

Step 1: If the complaint is not resolved within five (5) working days by the foregoing procedure, the grievance shall be reduced to writing and signed by the grievant and a

member of the employee committee and presented to the principal. The principal shall within five (5) working days, meet with the grievant and/or a committee member in an attempt to resolve the matter. The principal shall have five (5) working days to reduce his answer to writing and present it to the grievant.

Step 2: If the complaint has not been resolved to the satisfaction of the grievant in Step 1, the grievant and/or employee representative shall have five (5) working days from the time he/she received the written answer to appeal the grievance with the school superintendent in Step 2. The school superintendent will hold a meeting with the grievant and/or employee representative within five (5) working days and shall give a written decision to the grievant.

Step 3: If the complaint has not been resolved to the satisfaction of the grievant in Step 2, the grievant and/or the employee representative shall have five (5) working days from the time he/she received the written answer to appeal the grievance to the Clerk of the School Board requesting a meeting to discuss the matter; or the grievance shall be considered resolved unless emergency prevents reply, in which case five (5) additional working days can be granted. The Board shall at the next scheduled meeting meet with the employee committee. The Board shall have ten (10) working days to render a decision, or the matter will rest in favor of the grievant. At this point, either party may request arbitration services to review the grievance.

Section 4. Arbitration Procedures:

In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Step III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 170.70, Subd. 4, providing that such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall within five (5)

days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:

- (1) The issue involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5, Article XIII of the grievance procedure.

b) The School District shall make a similar submission of information relating to the grievance with a copy to the exclusive representative.

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

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement.

ARTICLE XV: DISCONTINUANCE OF TEACHING POSITIONS, LAYOFF AND RECALL (UNREQUESTED LEAVE OF ABSENCE)

Section 1. Purpose:

Subd. 1: The purpose of this policy is to implement the provisions of M.S. 122A.40, Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave of absence (hereinafter "ULA") because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Subd. 2: Any possible ULA's will be discussed with the staff.

Section 2. Placement on ULA:

Subd. 1. Criteria of Identification for ULA and Recall: ULA and recall shall be on the

basis of seniority as defined in this article and shall be made according to the provisions set forth in this article. Seniority shall not, however, entitle a teacher to a position for which he/she is not licensed or to a position in his/her subject area of licensure in which the employee has not taught during the past ten (10) years. NOTE: experience in teaching elementary, preschool, Kindergarten, Title I, ADSIS, and special education is interchangeable (i.e., years of elementary experience in one area count as experience in all areas for which a teacher is also licensed). Exceptions to the ten (10)-year limitation may be made by the School District. Tier 3 teachers who have worked for the District under a Tier 1 or Tier 2 license will be placed on the seniority list based on their original date of hire.

Subd. 2. Seniority: Seniority shall be defined as the accumulated full years and months of employment or multiples thereof commencing from the most recent day of continuous employment as a licensed teacher in Independent School District No. 2364 or in district formerly known as Independent School District #736 and/or Independent School District #737. In computing accumulated eligible employment, the following provisions shall apply:

- a. Non-teaching time shall not count toward the accumulation of employment time.
- b. Computations shall be based upon the services rendered during a school year (July 1 to June 30) rather than a calendar year.
- c. In any one school year an employee shall accrue a maximum of one year's seniority for all services performed, whether part-time or full time.
- d. Seniority shall accumulate within subject areas of licensure from the beginning date of the school year in which the teacher files the license with the superintendent. If a license is allowed to lapse, then it will be removed from the seniority list. Each year those teachers who have gained a new area of licensure will be allowed twenty (20) working days after posting of the seniority list to have the new subject area of licensure added to the seniority list. However, their seniority in this new area will accrue only from the date of additional licensure.
- e. Seniority shall be frozen upon the effective date that a teacher is placed on an unrequested leave of absence, or on a medical leave of absence pursuant to Article IX, Section 10, or when the School Board grants a general leave of absence not specifically provided within the collective bargaining Agreement; however, the School Board and the exclusive representative in behalf of an individual teacher seeking a general leave of absence not specifically provided in the collective bargaining Agreement may agree on a case by case basis to continue the accrual of seniority. For any other leave of absence, seniority shall continue to accrue.

Subd. 3: If tenured teachers have equal seniority within an affected area, the following tie-breaker system will be used:

TIE BREAKER:

- (1) In the event of a tie, the teacher with the greatest number of license areas shall be considered more senior. Only those license areas on file by November 1 in the office of the superintendent shall be considered applicable.
- (2) In the event of a tie in a number of areas, the teacher having the highest step placement shall be considered more senior.
- (3) In the event of a tie in step placement, the teacher having the highest lane placement shall be considered more senior.
- (4) In the event of a tie in lane placement, the School Board will decide which teacher(s) shall be placed on unrequested leave of absence.

Subd. 4: The District shall not renew all possible probationary teachers before proposing to place tenured teachers on ULA. Tenured teachers shall be placed on ULA in the inverse order of seniority (least seniority first) within the areas of curriculum affected by the staff reduction.

Section 3. Establishment of Seniority List:

A seniority list shall be established and maintained yearly by the superintendent. The superintendent shall be responsible for distributing a copy of the original seniority list to the president of the exclusive representative and for posting copies in all main offices and faculty lounges between October 15 and November 1 of each school year. Such seniority list must be challenged within ten (10) days of the posting of the list; if not challenged within ten (10) school days from distribution, it shall become the official seniority list. Any unresolved challenge to the original seniority list shall constitute a grievance. Any such grievance shall automatically go to the arbitration step of the grievance procedure, and an expedited hearing shall be conducted. Subsequent challenges must be initiated by November 15 of that year. The superintendent shall send the official list of seniority to the president of the exclusive representative within ten (10) days of the resolution of all challenges.

Section 4. Notice of Nonrenewal or ULA:

Subd. 1: Probationary teachers will be non-renewed as provided in Mn. Stat. 122A.40.

Subd. 2: Tenured teachers who are proposed for placement on ULA shall receive written notice in accordance with the provisions of Minn. Stat. 122A.40, with a right of hearing and appeal pursuant to that statute.

Section 5. Recall List:

A recall list shall be maintained and updated yearly by the personnel office. Teachers on the recall list for more than five (5) years shall be dropped from the recall list and not subject to the recall provision of this Article.

Section 6. Notice of Recall:

Notice of recall shall be sent to the president of the exclusive representative and also to the teacher's last address on file in the personnel office. The teacher shall be notified by certified

mail. Within thirty (30) calendar days of the date of mailing, written acceptance of employment must be sent by the teacher by certified mail to the School District personnel office. Failure to respond in the specified time period shall result in the loss of all rights to recall.

Section 7. Order of Recall:

Subd. 1: In the event that the School District has a vacancy, recall shall be by area of licensure at the time of the placement on ULA as described above according to seniority, highest seniority being recalled first. If there is more than one teacher fully licensed who has equal seniority, the School Board shall decide who shall be employed with consideration of the recommendation by the administration. No new teacher shall be employed by the School District while any teacher is on unrequested leave of absence in the same area of licensure.

Subd. 2: Refusal of employment shall waive all rights of recall under provisions of this Article. However, full time 182-day contract teachers may refuse part-time employment without losing recall rights.

Subd. 3: Upon a teacher's being recalled, the continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits which he/she had accrued prior to the placement on ULA.

ARTICLE XVI: RETIREMENT PAY (for teachers hired before July 1, 1989)

Section 1:

Applicable to all teachers who began work in ISD #2364 prior to July 1, 1989. The teacher must retire from ISD #2364 and be eligible to draw TRA benefits to qualify for benefits under this article (XV). Employees discharged for cause shall not be eligible.

Section 2:

Eligible teachers, upon retirement, shall receive as retirement pay an amount representing five (5) days' pay for each full year of full time service but not to exceed a total of seventy (70) days' pay. This amount will be calculated using the teacher's 2001-02 base pay as defined in section 4. This amount will be paid into the individual's Post Retirement Health Care Savings Plan through the Minnesota State Retirement System. No interest will be earned by the teacher on any amount calculated under this section and not yet paid to the individual teacher. Payment will be made in July immediately following retirement.

Section 3:

In addition to the retirement pay provided in Section 2, a teacher shall be eligible to receive as retirement pay after retirement the amount obtained by multiplying 50 percent of the unused number of sick leave days but in any event not to exceed 85 days times his/her rate daily rate of pay during the 2001-02 school year.

Subd. 1: This amount shall be contributed by the employer into a 403b account as designated by the employee.

Subd. 2: 50 percent of this amount shall be contributed between July 1 and January 31 immediately following retirement. The remaining 50 percent shall be contributed between July 1 and January 31 of the next year.

Section 4:

In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate as provided by the 2001-02 Salary Schedule A including longevity pay for the basic school year and shall not include any additional compensation for extra-curricular activities, extended employment, or other compensation.

Section 5 :

In addition, teachers who retire shall be eligible to remain in the District group health and hospitalization insurance program or a Medicare Supplement Plan indefinitely as per M.S. 471.61, Subd. 2b.

A teacher who desires family coverage may obtain it by paying 100% of the additional dependent's premium one month in advance. If the retiree should die, their spouse may remain in the plan indefinitely at their own expense, and any dependents shall remain in the plan according to the specifications of the plan at their own expense.

Section 6:

This article shall not be retroactive to any teacher who had retired prior to the effective dates of this contract.

Section 7:

If a teacher dies before all or a portion of the retirement pay has been disbursed, the balance due shall be paid to a named beneficiary, or in the event a beneficiary is not named, then to the deceased's estate. The payment schedule as per the master agreement shall be followed.

Section 8:

Beginning with the 2002-03 school year, all teachers eligible under Article XV will have the option of a district match of up to \$2000 per year of teacher contributions to a 403b of their choice. The amount contributed by the district will be deducted from the amount of retirement pay calculated under Section 2 in this article. The interest earned in the 403b is not calculated in the deduction. Contributions to 403bs will be governed by district policy.

ARTICLE XVI-A: RETIREMENT PAY (for teachers hired after July 1, 1989)

Section 1: Applicability

Article XV-A is applicable to all teachers hired on or after July 1, 1989.

Section 2: 403b Match

The district will match a teacher's contribution into a 403b Match according to the following schedule:

	2023-24	2024-2025
1 through 8 years	\$1,200	\$1,250
9 through 12 years	\$1,450	\$1,500
13 through 16 years	\$1,700	\$1,750
17+ years	\$1,950	\$2,000

Subd. 1: Benefits provided in this Section are designed for full time personnel as described in Articles III and X and shall not apply to part-time personnel working 74 percent of full time or less and hired after July 1, 2012.

Subd. 2: For those part-time teachers that work 49 percent to 74 percent of the time, the School District will provide 403b matching contributions to them in the percent equal to their hours. This subd. 2 shall not be grievable.

Section 3: Continuation for Retirees

Upon retirement, a teacher may remain in the Group Health and Hospitalization Plan or a Medicare Supplement Plan indefinitely at their own expense indefinitely as per M.S. 471.61, Subd. 2b. If the retiree should die, their spouse may remain in the Plan indefinitely at their own expense, and any other dependents shall remain in the plan according to the specification of the Plan at their own expense.

Section 4:

If a teacher dies before all or a portion of the retirement pay has been disbursed, the balance due shall be paid to a named beneficiary, or in the event a beneficiary is not named, then to the deceased's estate. The payment schedule as per the master agreement shall be followed.

Section 5:

A teacher who desires family coverage may obtain it by paying 100% of the additional dependent's premium one month in advance. If the retiree should die, their spouse may remain in the plan indefinitely at their own expense, and any dependents shall remain in the plan according to the specifications of the plan at their own expense.

ARTICLE XVII: DURATION

Section 1. Terms and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing in FY23 through FY25, and thereafter until modifications are made pursuant to the P.E.L.R.A. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2025. Complete language and detail of proposed changes will be given by the exclusive representative at the first negotiations

meeting. If such notice is not given by May 1, 2025, the School District shall not be required to negotiate any terms of employment for the following year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:

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

Section 3. Finality:

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

Section 4: Severability:

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

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

FOR: **Education Minnesota - BBE**

#2364



President



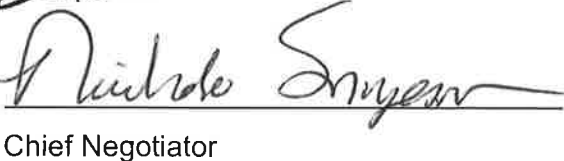
Chief Negotiator

Dated: 20th Day of June, 2024

FOR: **Independent School District**



Chairperson



Chief Negotiator

Dated: 20 Day of June, 2024

APPENDIX A.

2023-2024 TEACHER SALARY SCHEDULE

STEPS	BA	BA15	BA30	BA40	MS	M15	M30/B80*	M40
1	43,500	45,552	48,385	50,247	53,058	54,929	58,788	59,746
2	44,361	46,421	49,238	51,102	53,919	55,794	59,667	60,656
3	45,293	47,346	50,163	52,082	54,894	56,752	60,598	61,709
4	46,303	48,360	51,178	53,101	55,970	57,863	61,726	62,856
5	47,382	49,441	52,253	54,216	57,145	59,078	62,960	64,113
6	48,486	50,590	53,403	55,409	58,402	60,378	64,219	65,396
7	49,615	51,753	54,578	56,628	59,687	61,706	65,536	66,736
8	50,772	52,944	55,778	57,874	61,018	63,064	66,879	68,104
9	51,955	54,161	57,006	59,147	62,360	64,451	68,250	69,501
10	53,165	55,407	58,260	60,449	63,732	65,869	69,649	70,925
11	54,404	56,681	59,541	61,778	65,135	67,318	71,077	72,379
12	55,671	57,985	60,851	63,138	66,567	68,799	72,534	73,863
13	57,898	60,305	63,590	65,979	69,563	71,895	75,798	77,187
14			69,537	70,448	73,156	76,281	79,463	80,660

2024-2025 TEACHER SALARY SCHEDULE

STEPS	BA	BA15	BA30	BA40	MS	M15	M30/B80*	M40
1	45,446	46,805	49,716	51,628	54,517	56,440	60,405	61,389
2	46,331	47,698	50,592	52,508	55,402	57,328	61,308	62,324
3	47,288	48,648	51,542	53,514	56,403	58,313	62,265	63,405
4	48,326	49,689	52,586	54,562	57,509	59,454	63,423	64,585
5	49,435	50,801	53,690	55,707	58,717	60,703	64,691	65,877
6	50,569	51,981	54,871	56,933	60,008	62,038	65,985	67,194
7	51,730	53,177	56,079	58,186	61,328	63,403	67,338	68,572
8	52,918	54,400	57,312	59,466	62,696	64,798	68,718	69,977
9	54,133	55,651	58,573	60,774	64,075	66,223	70,127	71,412
10	55,377	56,931	59,862	62,111	65,485	67,680	71,565	72,876
11	56,650	58,240	61,179	63,477	66,926	69,169	73,032	74,370
12	57,952	59,580	62,525	64,874	68,398	70,691	74,529	75,894
13	59,490	61,963	65,338	67,793	71,476	73,872	77,883	79,309
14			70,232	71,485	75,168	78,379	81,648	82,878

APPENDIX B.

EXTRA COMPENSATION SCHEDULE C & D (combined)

POSITION	2023-2024 (C)	2024-25 (D)
Head Coaching (Football, Volleyball, Basketball, Wrestling)	\$6,138	\$6,323
Head Coaching (Baseball, Golf, Softball, Tennis, Track, Dance)	\$4,456	\$4,590
Assistant Coach and C-Squad (Football, Volleyball, Basketball, Wrestling)	\$4,456	\$4,590
Assistant Coach (Baseball, Tennis, Softball, Track, Asst. Dance, Asst. Mus)	\$3,258	\$3,421
Junior High Coaching (FB, VB, BBB, GBB, Base, SB, Golf, T&F)	\$2,832	\$2,888
Clay Target Coach / Three Act Play	\$2,832	\$2,888
Speech - Heach Coach	\$2,832	\$2,888
Speech - Assistant Coach	\$1,757	\$1,844
Instrumental Music	\$3,112	\$3,205
Vocal Music	\$2,354	\$2,424
Advisor (Yearbook, BPA, FFA, FCCLA, Robotics)	\$3,785	\$3,899
Prom Advisor	\$1,009	\$1,040
Fall Musical	\$5,600	\$5,768
BBE Broadcast Director, Student Council, NHS	\$2,434	\$2,434
Event (Advisor-Broadcast, Pep Band)	\$54	\$56
Driver Education - Behind the Wheel and Classroom (Hourly)	\$31	\$32
High School Period Sub (per period, 50ish minutes)	\$28	\$29
Elementary Period Sub (per period, 25ish minutes)	\$14	\$15
Workshop Attendance (stipend/day)	\$100	\$105
Pre Approved Curriculum Work (per hour)	\$29	\$30
Daily Stipend (observational)	\$100	\$105
Speech Judge (per day)	\$93	\$96
Speech Timer (per day)	\$46	\$48
Study Center/Detention/Event Supervision (hourly)	\$30	\$31
Site Supervisor (per event)	\$82	\$84
Ticket Takers / Event Workers (\$35/\$50 DH)	\$30	\$35
Announcer / Scoreboard / Shot Clock / Official Book (Varsity)	\$25	\$25
Announcer / Scoreboard / Shot Clock / Official Book (Jr. Varsity)	\$20	\$20
Junior High Referee/Umpire (per event)	\$31	\$33
Varsity / JV / C Squad Referee/Umpire (per event)	\$30	\$40
Football Chain Gang	\$25	\$25
Track Clerk / Announcer / Starter	\$75	\$75
Weight Room Supervisor / Extracurricular Coaching (hourly)	\$20	\$20

MEMORANDUM OF UNDERSTANDING: Flexible Learning Year

Between BBE Schools ISD #2364

And Education Minnesota- BBE

This Memorandum of understanding is entered into between Independent School District #2364(School District) and Education Minnesota BBE (Union).

Whereas, the School District and the Union are parties to a Master Agreement, and

Whereas, the Minnesota Department of Education (MDE) has approved the four (4) day school week plan submitted by the School District and

Whereas, the parties wish to modify certain terms and conditions of employment while operating with a four (4) day school week.

Now, therefore, the parties hereto have agreed as follows:

1. Article XIII Length of the school Year. Section 1 Teacher Duty Days. The parties agree to a modified School year, commonly referred to as a four (4) day school week for the 2022-2025 school years in accordance with the MDE approved plan. The length of the school year shall be modified to state that the teacher duty days shall consist of 163.5 days as noted on the attached calendar.

2. Article XI, Hours of Service. Section 1 Basic Days. The hours of service will be 9 hours per day in accordance with the MDE approved plan.

In addition to their lunch period, classroom teachers will have daily preparation time, during which they will not be assigned to any other duties, as follows:

Elementary-Each elementary teacher shall receive, within the student day, a minimum of 60 minutes of preparation time that will be provided in one or two uninterrupted blocks.

Secondary – Each secondary teacher shall receive preparation time, within the student day, that is a minimum of one class period or 51 minutes, whichever is greater, that will be provided in one or two uninterrupted blocks.

3. Article X, Early Childhood Family Education and Adult Basic Education. Section 2- Definitions. The second sentence of this section is amended to read as follows: The hours and days of ECFE and ABE teachers will be compared to the 9 hour day contract of K-12 teachers to determine the proportional employment for determining salary and benefits.
4. Article X, Early Childhood Family Education and Adult Basic Education. Section 7-Salary Step and Advancement. The first sentence of this section is amended to provide as follows: ECFE and ABE teacher shall receive an hourly rate payment for student contact time based upon the following formula: Step on the Pre-K-12 teacher's salary schedule commensurate with their degree and credit divided by 163.5 days divided by 9 hours.
5. Article IX. Leaves of Absence. For the purpose of calculating earned or unused sick leave or any other categorical leave (personal leave, emergency leave, bereavement leave, and professional leave) in Article IX, all days previously earned as a "day" will remain a "day" regardless of the hours previously attached to them.

6. The parties agreed to use the President's day as a potential staff development day as part of the existing number of agreed upon Professional development days, not in addition to; or as a possible snow make up day. If the District goes back to a 5 day school week this President's Day agreement is null and void.
7. This Memorandum of Understanding is incorporated into the Master Agreement and is subject to the grievance procedure.
8. Any rights or duties pursuant to the Master Agreement not identified in this Memorandum of Understanding, but affected by MDE approved plan, shall be subject of bargaining with the Union and subject to the grievance procedure.
9. This MOU is effective, until such time the parties negotiate otherwise or the four day week is discontinued.
10. In the event that the four day school week is discontinued, the provisions of the Master Agreement in place for the five day school week shall go into effect.

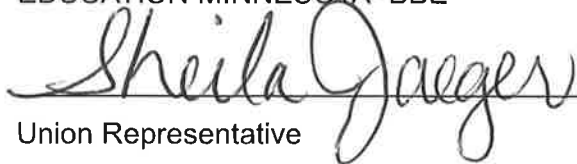
By signing below, the parties agree to the terms of this Memorandum of Understanding.

INDEPENDENT SCHOOL DISTRICT NO. 2364


District Representative

June 20, 2024
Date

EDUCATION MINNESOTA- BBE


Union Representative

June 20, 2024
Date

MEMORANDUM OF UNDERSTANDING

REGARDING EXTENDED CREDIT

July 1, 2024 through June 30, 2026

This Memorandum of Understanding ("Agreement") is entered into as of **Date** by and between the **Belgrade-Brooten-Elrosa Independent School District #2364** (the "Employer") and the exclusive representative of **Education Minnesota - BBE** ("Union"). The Employer and Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

Whereas, the Employer desires to offer an Extended Credit Provision, hereby referred to as "Jag Credits",

Whereas, the employer would like to offer compensation for teachers who voluntarily choose to participate in advancing personal and professional growth with lane advancement through committee approved educational opportunities,

Whereas, the Employer desires to offer College is the School courses and offer current staff opportunity to enroll in accredited college programs to meet this need,

Whereas, the Extended Credit Provision was a pilot program for the 2020-2021 School year, and we would like it to be renewed for the 2024-2026 school years.

Therefore, the Parties agree to the following:

1. **Extended Credits:** Non-degree, non-licensure or non-certification courses may be approved by the Jag Credits Committee, which may be applied to acquiring a lane change. These will not lead to an additional degree or licensure and are unaffiliated with a degree or licensure-program. Any credits earned towards licensure or degrees shall be approved by the Superintendent through the negotiated agreement.
2. Extended Credits may be obtained through the District's Jag Credits Program, according to the following guidelines:
 - A. One Jag Credit will be equivalent to a total of twenty five (25) hours of work. This may be a combination of classroom time and outside/online time. (e.g. The class may meet for 15 hours and have 10 hours of follow up/online review.)
 - B. One Jag Credit shall be commensurate with one college semester credit in terms of hours of participation.
 - C. The teacher must submit an application (name, amount of Jag credit, and any remuneration) for Jag Credit courses in advance.
 - D. The Jag Credits Committee will be voluntary and composed of two teachers; at least one elementary and one secondary; one school board members and one principal and the superintendent. The Superintendent will be an ex-officio member of the committee. This five member committee will vote on each submission.
 - E. The Jag Credits Committee will meet in May, August and December to review and accept or deny applications.

F. Participation in an approved course:

- 1) A teacher's participation in an approved Jag Credit experience is voluntary.
 - 2) An individual teacher may take an approved workshop either by the District or off-site provider for Jag Credit.
 - a) Participant evaluation for a Jag credit offered by the District shall be on a pass-no pass basis.
 - b) Jag Credit off-site workshop occurring during contract days;
 - i. The day itself may not count for jag credit but the programming completed shall be;
 - ii. The teacher may opt to use personal leave; or
 - iii. The teacher may take unpaid leave.
3. **Concurrent Enrollment and Others:** Based on the needs of the School District for College in the Schools (CIS), or other academic programs, a teacher may be asked to earn additional credit for certification to teach these classes.

Section 1. Reimbursement:

- A. Teachers who have their MA/MS degree or higher may apply to the Jag Credit Committee/Superintendent to have one-third credit reimbursement up to \$175/credit upon enrollment of an approved post-graduate course that leads to additional certification.
- B. The teacher agrees to teach for CIS and other academic programs for a minimum of five years in the district.
 - a. If the teacher fails to honor the district request for teaching the course and this occurs within the five year period, a 20% repayment of the amount the district contributed to the cost of acquiring the degree will be repaid by the teacher for each of the years not taught within the 5 year time period.
 - b. The teacher will not be penalized if failure to teach the required class(es) during the 5-year period is caused by School District action.
 - c. After 5 years, there is no additional payback penalty.
- C. If the teacher does not complete the program within a mutually agreed upon amount of time between the district and teacher, the teacher will reimburse the district the full amount.
- D. The teacher must provide the invoice for coursework to the superintendent. - Within a certain time frame of course completion?
 - a. The teacher must provide an official transcript with grades listed by the completion of the course.
 - b. Any district funds used to pay for this tuition shall be coded to Professional Development.
- E. Assignment of classes and courses is still the inherent managerial right of the school district administration.

4. Teachers not eligible for Jag Credits to be used for a lane change shall be compensated for their time based on Schedule C rates.

1. These credits will not apply to lane changes.
2. One (1) Credit Course = 25 hours

Section 2. Timeline.

This Extended Credit MOU will commence on July 1, 2024 and sunset on June 30, 2026. If this remains an MOU can we extend the duration to match the contract term dates. Thereafter, unless the Union and the District agree to renew this Memorandum of Understanding, the contract provisions regarding the Union business will govern

Section 3. Entire Agreement.

This is the full and complete agreement of the parties on this issue of forming a committee to develop a Jag Credit Pilot. There are no other oral or implied agreements.

Section 4. No Precedent.

This agreement does not set any precedent for any future issue, nor does it authorize opening any collective bargaining agreement between the Parties for negotiation.

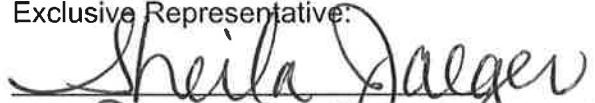
By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

Employer:



Date: June 20, 2024

Exclusive Representative:



Date: June 20, 2024