

**BPEA  
Master  
Agreement**

**2023-2024  
2024-2025**

2023-2024 & 2024-2025 MASTER AGREEMENT  
 BETWEEN THE BELLE PLAINE SCHOOL DISTRICT AND  
 THE BELLE PLAINE EDUCATION ASSOCIATION

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MASTER AGREEMENT  
ARTICLE I  
PURPOSE

Section 1. Parties: THIS MASTER AGREEMENT is entered into between Independent School District No. #716, Belle Plaine, Minnesota, herein-after referred to as the School District, and the Belle Plaine Education Association, hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act, recodification 1984, as amended, hereinafter referred to as 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 Belle Plaine Education Association as the exclusive representative of teachers employed by Independent School District #716, which as exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Master Agreement.

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

ARTICLE III  
DEFINITIONS

Section 1. Terms and Conditions of Employment: Pursuant to P.E.L.R.A., 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 early retirement, 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 the school district. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

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

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

Section 4. Other terms: Terms not defined in the Master Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV  
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and directions and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Master Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District in so far as such rules, regulations, directives and orders are not inconsistent with the terms of this Master Agreement. The exclusive representative also recognizes that the School District, all employees covered by this Master Agreement and all provisions of this Master 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.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District 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 Master Agreement are reserved to the School District.

ARTICLE V  
TEACHER RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Master Agreement shall be construed to limit, impair or affect the right of any teacher or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

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 Board of such 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' right to dues check off pursuant to P.E.L.R.A. Upon

receipt of a properly executed authorization card for the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay the teacher organization during the period provided in said authorization. Dues will be deducted and remitted to the exclusive representative within 10 days after each pay period.

Section 4. Fair Share Fee: In accordance with P.E.L.R.A., any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. Upon thirty (30) days' notice in writing to the payroll officer of the name of the teacher and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee in installments from such employee's paycheck each month and will forward such fees within 10 days to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any teacher subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such teacher will therein after be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the teacher involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Personnel Files: The procedures for handling all personnel files shall be as set down in Minnesota Statute 122A.40, Subd. 19. All evaluations and files generated within a school district relating to each individual teacher shall be available from the district office during regular business hours to each individual teacher upon written request. Effective January 1, 1976, all evaluations and files, wherever generated, relating to each individual teacher, shall be available to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the files written information in response to any material contained therein. A school district may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure required pursuant to section P.E.L.R.A.

Section 6. Association Days: The School District shall grant the Belle Plaine Education Association up to ten (10) days for association business. The Belle Plaine Education Association will reimburse the School District the cost of a substitute teacher for any days used up to the maximum of ten (10). The Belle Plaine Education Association will give the superintendent a one week notice in writing before any day is taken. The School District will pay the substitute teacher.

## ARTICLE VI BASIC SCHEDULE AND RATE OF PAY

Section 1. 2023-2024 and 2024-2025 Salary Schedule: The wages and salaries reflected in Schedule A and Schedule B, attached hereto, and as modified by Section 2, shall be part of the Master Agreement for the 2023-2024 and 2024-2025 school year.

Section 2. Status of Salary Schedule: The salary schedule is not a part of a teacher's continuing contract.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule. Curriculum revision classes that shall apply toward a lane change will be limited to nine (9) credits every five years.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be graduate credits germane to the teaching assignment.

Subd. 2. Prior Approval: All credits must be approved by the Superintendent in writing, prior to taking the course, with extenuating circumstances considered. Credits to be considered for lane change must be graduate credits and carry a grade equivalent of "B" or higher.

Subd. 3. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice every year effective at the beginning of the school year, and February 1, providing a transcript of qualified credits is submitted to the superintendent's office no later than September 15 or February 1. Pay increases for lane changes made February 1 shall become effective with the February 5 paycheck. The pay increase is not retro-active to September. If a transcript is not available, other satisfactory evidence of successful completion of the credits will be accepted pending receipt of the official transcript. Teachers shall notify the superintendent in writing on or about September 15th of each school year of any lane change to be made that school year.

Subd. 4. 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 being paid for the 2023-2024 and 2024-2025 school year.

Subd. 5. Increment Qualification Time: A teacher shall qualify for an annual increment following each full year of employment. The School Board may withhold increment advancement, lane change, or any other salary increase for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. The School District shall give written notice and the reason for such action. A teacher will receive a full year's increment if they are contracted at more than half time. A teacher contracted at half time or less shall receive a year's increment every two years.

Subd. 6. (1) Semester Credit(s): (1) Semester credit equals 1.5 quarter credits for placement on salary schedule.

Section 4. Part Time Teachers: Part time teachers are defined as those teachers employed on less than a full-time contract (less than 1.0 FTE) according to the contract assignment table and/or are employed less than 40 hours per week and 184 days per year. The contract assignment table is located on Appendix II of the Master Agreement. Fringe benefits will also be paid to the fraction of the contract they work. To be eligible for part time benefits, teachers must work .333 FTE. Fringe benefits will be paid according to the teaching contract assignment table. If a part time teacher assignment does not fit the assignment table, the teacher will be placed on the closest teaching contract assignment category (See Appendix II). To be eligible for part time benefits, teachers must work at least .333 x 40 hours. Teachers who work more than half a day shall receive full fringe benefits.

Section 5. Pay Day:

Subd. 1. The individual teacher shall be paid on the 5th and 20th day of the month. If either day falls during a weekend or holiday the teacher will be paid on the last working day prior to the dates of payment, through June 20th. On June 20th, the final total payment shall be made.

Subd. 2. Upon employment, all teachers will select a payment option. Failure to specify an option will result in option B. The salary option chosen will continue each year unless a change in salary payment option is requested.

Subd. 3. Salary Payment Options:

- A. Twenty-four (24) equal payments during the calendar year, with a lump-sum payment on June 20<sup>th</sup> representing an accumulated total of summer remaining payments for the contract year.
- B. Twenty-four (24) equal payments during the calendar year.

Section 6. Extended Contracts: All extensions of the basic teaching contract will be paid pro rata based on their regular teaching contracts.

Section 7. Individual Contract/Notification of Assignment: The School District shall give written notification to each teacher in the bargaining unit of all the teacher's assignments and salary for the forthcoming school year. Such notification will be by the form provided in Appendix I and shall be given to the teacher no later than July 1st, provided, however, that nothing in this section shall be construed to deprive a teacher of the right to resign pursuant to M.S. 122A.40, Subd. 7a.

## ARTICLE VII EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C & D, attached hereto, shall be a part of this Master Agreement.

Section 2. Extra-Curricular lane qualifications: Advisors and coaches will be placed on the "B" lane after three years of service, placed on the "C" lane after six years of service, and placed on the "D" lane after 11 years of service. The decision will be based on the following guidelines:

1. All extra-curricular experiences gained in advisory or coaching activities in Belle Plaine and in other schools will be counted if the experience is in the last ten years.
2. All extra-curricular experience will be counted if it was in the same activity or sport (i.e. basketball with basketball, speech with speech)

Section 3. Extra-Curricular Assignments: Extra-Curricular assignments shall be assigned on a mutually agreeable basis.

Section 4. Resignations: Resignations should be submitted to the Activities Director in a timely manner.

Section 5. Payments. The activity director and assistants shall have the option of receiving payment for the activity at:

- (1) the completion of the activity or
- (2) if the activity exceeds eight (8) weeks in length, receive one half (1/2) of the pay at the mid-point of the activity as determined by the superintendent and activity director, and the remaining one half (1/2) at the completion of the activity. The school district must have written notification from the activity director or assistants on or before the first day of school as to which payment plan he/she has chosen.

Section 6. Driving District Vehicles: When district vehicles are available and can provide service to the number of students attending an event, district vehicles will be used.

Subd. 1. The district provides insurance for the vehicles.

Subd. 2. All teachers with the potential to use the district vehicles will be trained with the cost of training, physicals, etc. to be covered by the district.

Subd. 3. Teachers who agree to drive the vehicle outside of the school district within 30 miles of the District Office building will receive \$10 per trip (\$20 round trip).

Subd. 4. Teachers who agree to drive the vehicle outside of the school district outside of 30 miles of the District Office building will receive \$25 per trip (\$50 round trip).

Subd. 5. Teachers who drive for an overnight trip will receive \$100 transportation stipend for each morning they are at the event.

Subd. 6. Teachers who drive a vehicle owned by a different district in a shared activity will be compensated in the same manner as above.

ARTICLE VIII  
GROUP INSURANCE

Section 1. Selection: The selection of both the insurance carrier and policy and HSA vendor shall be made by the School District as provided by law. The selected group health and hospitalization insurance plan must be in compliance with the Patient Protection Affordable Care Act (PPACA).

Section 2. 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 claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Insurance Plan Year: The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The School District shall make payments of accrued HSA benefits in three (3) equal payments on the first pay period in July, October, and February.

Subd. 1. Hardship Clause. If an employee submits evidence of hardship, the District may immediately contribute any remaining annual HSA funds to an employee's HSA account. Requests shall be made in writing, and the decision to approve a hardship clause application rests solely with the Superintendent. In no instance will the District contribute more than the prescribed annual allowances.

Section 4. Insurance Plan Copies: The Board shall distribute copies of all insurance policies to each teacher covered by said insurance as provided by the carrier.

Section 5. Health and Hospitalization Insurance:

Subd.1. Single Coverage: The School District shall contribute a sum of \$9,197.86 for employee single coverage for the 2023-2024 school year and the following year to be determined for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. From this contribution, the first dollars shall fund the employee's HSA deductible for that year at 0%, 50% or 100% as determined by the employee and the remaining dollars of the district contribution shall be applied to the employee's premium cost. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Employee Plus One Coverage: The School District shall contribute a sum not to exceed \$15,421.81 for employee plus one insurance coverage for the 2023-2024 school year and the following year to be determined for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. From this contribution, the first dollars shall fund the employee's HSA deductible for that year at 0%, 50% or 100% as determined by the employee and the remaining dollars of the district contribution shall be applied to the employee's premium cost. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Dependent Coverage: The School District shall contribute a sum not to exceed \$19,947.01 for dependent insurance coverage for the 2023-2024 school year and the following year to be determined for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. From this contribution, the first dollars shall fund the employee's HSA deductible for that year at 0%, 50% or 100% as determined by the employee and the remaining dollars of the district



contribution shall be applied to the employee's premium cost. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 6. Worker's Compensation: Upon the request of an employee who is absent from work as a result of a compensable injury incurred in service of the School District under the provisions of the workman's compensation act, the School District will pay to the employee the employee's earned accrual of sick leave. The employee shall remit to the employer any compensation received pursuant to the Worker's Compensation Act.

Subd. 1. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of the days of sick leave which is used to supplement workmen's compensation.

Subd. 2. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 3. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 7. Long Term Disability: The School District shall pay the premium for individual coverage for each fulltime teacher employed by the School District who qualifies for the School district Long Term Disability Plan.

Section 8. Life Insurance: The School District shall pay the premium for a life insurance policy valued at \$50,000, for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District Life Insurance Plan during the 2023-2025 school years. Qualified full-time teachers employed by the School District may purchase additional life insurance coverage. This premium cost shall be borne by the employee and paid by payroll deduction.

Section 9. Dental Insurance: The School District shall contribute the full single premium coverage for each full-time teacher employed by the School District who qualifies and is enrolled in the School District Dental Insurance Plan. Beginning July 1, 2010, employees may expand single dental insurance to family dental insurance at their own expense. Payment for the additional coverage will be made through payroll deduction.

## ARTICLE IX LEAVES OF ABSENCE

### Section 1. Paid Time Off (PTO).

Subd. 1. Definition. PTO under this contract includes Sections 1 through Section 3 under this Article.

At the beginning of each school year a teacher shall be credited with 12 days of PTO to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. All twelve PTO days must be used before the Leave Bank days can be accessed, unless days have already been pre-approved. Leave Bank days may only be used for illness, injury or disability pursuant to M.S. 181.9413. Please refer to Subd. 4 for use of these days.

a) Teachers who experience an illness, injury or a maternity leave that results in an absence for more than five (5) consecutive contract days will access their leave bank on the sixth (6th) consecutive day and beyond. The teacher must present a doctor's certification to invoke this clause.

b) Teachers who have had a significant medical condition resulting from surgery or hospitalization can use five PTO days non-consecutively and then jump to using their leave bank. This allows staff to come back to work after two, three or four days with

the understanding that in the coming weeks/months during the contract year, they may need to attend follow-up visits or need time due to relapse. Teachers must submit leave requests to the District administration in accordance with the procedures in Article IX, Section 2. If a teacher wishes to execute this clause, they need to get a note from the doctor indicating hospitalization or surgery has occurred, complete with the date(s) and a doctor's signature.

c. At the discretion of the Superintendent, teachers who have already used their 12 days who have a death in the family may apply for consideration of bereavement leave. (See Article X. Section 4.) If the teacher has no banked time accrued, the Superintendent may approve up to three (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. Computation. Teacher's PTO shall be computed as follows: by multiplying the number of months (9 months full-time) the teacher has worked in the School District for this school year (multiply 9 months by 1.33). Any fraction resulting shall be rounded off to the closest whole number. Unused PTO may accumulate to a maximum of one hundred twenty (120) days in the teacher's Leave Bank. (see Subd.4). If a teacher works part-time, those days are recorded based on their part-time status. If, at some point, the teacher becomes full-time, Leave Bank banked days need to be adjusted accordingly.

Subd.3. Application. PTO shall be approved only upon submission of a PTO request setting out the dates claimed for PTO into the Frontline system with final approval by the Superintendent or his/her Designee. PTO requests are to be made prior to the requested day but not before July 15 of each fiscal year, as directed by the District, except in case of an emergency. In cases where PTO is used because of a personal or family illness, the leave request shall be entered into Frontline by the teacher as a matter of responsibility immediately so the absence can be filled through the sub calling process.

Teachers may request increments of one (1) hour of PTO. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Subd. 4. Use of Leave Bank Time. Use of Leave Bank is leave with pay which shall be allowed by the School Board whenever a teacher's absence on teacher duty days is found to have been due to illness, injury or disability which prevents the teacher's attendance at school, and the teacher has already used all of his/her PTO. Use of this leave includes the following reasons: The employee's mental or physical illness, treatment or preventive care: A family member's mental or physical illness, treatment or preventative care: Absence due to domestic abuse, sexual assault or stalking of the employee or a family member: Closure of the teacher's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency: and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease. Sick and safe leave may be used for the care and support of a teacher's: 1. Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent): 2. Spouse or registered domestic partner: 3. Sibling, stepsibling or foster sibling: 4. Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child: 5. Grandchild, foster grandchild or step-grandchild: 6. Grandparent or step-grandparent: 7. Sibling's child: 8. Parent's sibling: 9. Child-in-law or sibling-in-law: 10. Any of the family members listed in 1 through 9 above of a teacher's spouse or registered domestic partner: 11. Any other individual related by blood or whose close association with the teacher is the equivalent of a family relationship: and 12. Up to one individual annually designated by the employee. This list is pursuant to MN Statutes

181.940 et. Seq. The School District may require a teacher to furnish satisfactory evidence that absence was by reason of illness or injury or disability, which prevented his or her attendance at school and performance of duties on that day or days. A certificate from a qualified physician stating that the teacher's absence was due to illness or disability may be required as seen necessary by the School District. The district will reimburse to the employee the out-of-pocket expense for this required medical certificate that is not covered by the health plan of the employee. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of PTO taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subd. 5. Leave Donation. In the event of medical emergency of the employee or a member of their immediate family the employee may request additional days be donated from other staff members. The immediate family shall include spouse or children. In order to access this leave, staff members must have exhausted all of their PTO and Leave Bank days, and provide medical documentation from the doctor indicating the employee's or their immediate family member's significant medical condition. This process can only be used for emergency type medical conditions and cannot be accessed for normal medical procedures such as maternity leave, routine surgery, normal recovery from routine medical procedures, etc.

a) Process. If a staff member has a situation that meets the above criteria, they will submit a written request with documentation of the medical need from a licensed physician. The BPEA president will meet with the Superintendent, Principal and the Director of Business Services to review the request. Upon approval of the request, the employee will be able to access the BPEA Leave Bank. If there are not enough days in the BPEA Leave Bank the BPEA president will send out a request to BPEA members requesting donations to the BPEA Leave Bank. Once donated, the number of days needed will be transferred to the member requesting the days.

Subd. 6. Borrowing Ahead. A teacher may borrow ahead from future PTO for an extenuating health or bereavement circumstance, including family leave. A maximum of one year of PTO may be borrowed. This time will be borrowed from the upcoming year upon approval from the Superintendent. If the teacher leaves the district, any borrowed leave remaining will be repaid at the teacher's average daily rate of pay.

Subd. 7. Days Used in Excess of Allowance. A teacher shall be credited with twelve (12) days PTO 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 a school year a maximum of one hundred twenty days (120) of Leave Bank days will be carried forward to the next year. If a teacher has exhausted all Leave Bank days, for each additional PTO day, the teacher shall have one day's pay deducted from salary by the School District.

Subd. 8. Unused Leave and Banked Time Over 120 Days. Unused PTO days shall be credited to the teacher's Leave Bank. If the teacher's Leave Bank at the end of the school year is in excess of 120 days, teachers shall be compensated at the daily substitute beginning rate as established on the first day of the school year for any of those days. This payment shall be made prior to the end of the contract year. The total number of days in the Leave Bank shall not be more than 120 days going into the new school year.

Subd. 9. Limit. The number of teachers on pre-approved PTO at any time shall not exceed nine percent (9%) of the total teacher FTEs in each school building. Teachers who are taking Maternity Leave shall not be counted in the nine percent (9%); however, all teachers on Maternity Leave must use all PTO before accessing leave without pay. The maximum number of staff who can be out for pre-approved PTO at each building shall be emailed out to each building rep, principal, and BPEA leadership at the beginning of each school year.

Subd. 10. Prohibitions.

a) The use of PTO is at the discretion of the teacher; provided, however, PTO shall not be used on parent-teacher conference days, the first or last student contact days of the school year, fall workshop days in the building to which that teacher is assigned, or the day before or after spring break, unless the school board has changed such days from those originally set in the school calendar to make up days lost by reason of inclement weather or other good cause. BPEA recognizes that it is the teacher's professional responsibility to be present in the classroom on these days. If an employee is ill, they may submit a doctor's note to the Superintendent so the leave may be approved due to illness.

b) Teachers shall not make request in excess of five consecutive PTO days to their immediate supervisor. Teachers may make a written request to the Superintendent for permission to use in excess of five days of consecutive PTO. Final approval is subject to the Superintendent's approval. Each request shall stand on its own merit and shall not establish past practice.

c) Teachers absent on the above prohibited days for reasons other than bereavement, family leave or adoption, take the day without pay. If the prohibited days are taken due to illness or injury, the teacher will need to present a doctor's note.

Subd. 11. eLearning Day. In the event a teacher has requested PTO and an eLearning event occurs, a teacher will be credited back with the PTO day if the following is provided within one week to the superintendent.

- a. A summary of e-mail communication between the teacher and students or parents.
- b. A copy of the communication posted to Schoology and/or other learning platforms.
- c. Phone log with student and parent name(s), time, and content of conversation(s).
- d. Log and evidence of work completed.
- e. Other items of evidence as requested by the Superintendent.

If information submitted is found to be inaccurate, disciplinary action will be taken, and the day will not be credited back.

Section 2. Application for Long Term Disability Insurance Benefits.

Subd. 1. Application. Teachers on disability leave who have met the requirements of the qualifying period for benefits under the long-term disability insurance coverage carried by the School District shall make prompt application for such benefits.

Subd. 2. Qualifications. On qualifying for disability insurance benefits and notification thereof, the teacher shall be placed on an unpaid medical leave of absence and all salary payments and disability leave payments shall cease; provided, however, that any salary accrued but not yet paid to the teacher shall be paid.

Subd. 3. Retention of Unused Leave. A teacher on unpaid medical leave shall retain his or her unused accumulated disability leave and may continue the insurance fringe benefits at his or her own expense.

Subd. 4. Notification. The School District shall notify the insurance carrier of any teacher who is on leave of absence due to personal illness or disability for more than sixty (60) days.

Section 3. Bereavement. Leave for bereavement reasons is limited to spouse, child, parents, parents-in-law, grandparents, grandchildren, sibling and sibling-in-law of the employee.

Subd 1. The first one (1) day of bereavement leave used will not be deducted from PTO or Leave Bank. The subsequent days would come from either the teacher's PTO time or

their Leave Bank. The staff member may choose which they would like to use.

Subd. 2. A maximum of eleven PTO and Leave Bank days may be used. Additional days may be granted at the superintendent's discretion; and the Superintendent's decision is not subject to the grievance procedure.

Subd. 3. In a Special Bereavement Circumstance, not noted above, the administration may grant 1 day of paid leave. Additional days may be granted at the superintendent's discretion. The final determination as to the eligibility of a teacher for special bereavement circumstance is reserved to the School District and such discretion may not be challenged through the grievance procedure.

Section 4. Child Care, Maternity, Paternity and/or Adoption Leave: The Board shall grant a childcare leave to any teacher who makes a written application for such leave regardless of marital status provided the teacher is the legal guardian caring for the child on a full-time basis.

Subd. 1. A teacher making application for childcare leave shall inform the superintendent in writing of intention to take leave at least three calendar months before commencement of the intended leave whenever possible. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

1. An employee may use Leave Bank days for a time period of 50 working contract days following the birth or adoption of a child, if the employee has the days in their Leave Bank (30 days is standard, but more paid time can be used if the employee has time built up.).

Subd. 2. The School District may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are coincident with some natural break in the school year-i.e. winter vacation, spring vacation, quarter break. (Adoption leave will commence at the date of home placement).

Subd. 3. In making a determination concerning the commencement and duration of a childcare leave, the School District shall not, in any event, be required to:

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

Subd. 4. A teacher returning from childcare leave shall be reinstated to the teacher's original job or to a position of like status and pay. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary and fringe benefits which the teacher had accrued prior to taking childcare leave.

Subd. 5. Teachers completing less than one-half year of teaching prior to and after taking the leave herein contemplated, on returning to teaching shall be placed on the same step of the salary schedule which they previously occupied. Teachers who have completed one-half or more of the teaching year at the time of taking the leave herein contemplated shall advance one step on the salary schedule on their return to employment. Teachers taking this leave shall retain all seniority and all fringe benefits including such leave which they had accrued prior to taking the leave. Any teacher wishing to continue participation in the health insurance program of the School District while on leave shall pay the cost of the insurance premium until they return from the leave. The benefits of this section shall accrue to both married and unmarried personnel.

Section 5. Sabbatical Leave:

Subd. 1. A sabbatical leave of absence, without pay, of up to one year may be granted at the district's discretion to no more than two full time teachers, upon application for the purpose of engaging in study at an accredited college, university, or in a field reasonably related to the teacher's professional responsibilities, or in a foreign or military teaching program. Upon

returning from such a leave, a teacher shall be reinstated to the teacher's original job or to a position of like status, and shall retain all seniority and fringe benefits as would have been accrued had the teacher taught in the Belle Plaine School District during such period. The School District may grant a sabbatical leave to any teacher, as defined in this contract, who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven years immediately preceding.

Subd. 2. This sabbatical may be extended a total of two years upon a six-month notification to the School District prior to the anniversary date of said sabbatical.

Subd. 3. Teachers completing less than one-half year of teaching prior to taking the leave herein contemplated, on returning to teaching shall be placed on the same step of the salary schedule which they previously occupied. Teachers who have completed one-half or more of the teaching year at the time of taking the leave herein contemplated shall advance one step on the salary schedule on their return to employment. Teachers taking this leave shall retain all seniority and all fringe benefits including such leave which they had accrued prior to taking the leave. Any teacher wishing to continue participation in the health insurance program of the School District while on leave shall pay the cost of the insurance premium until they return from the leave. The benefits of this section shall accrue to both married and unmarried personnel.

Section 6. Professional Visitation Leave:

Subd. 1. Upon request to the principal, teachers may be allowed one (1) day of release time per teacher for classroom visitation and school observation. This policy is directed toward local area visits only and is not intended to conflict with the policy relating to attendance at state, regional and national conferences and conventions. Such visitations may be used to examine new or innovative types of programs in operation in one of the district schools or in other schools in the local area.

Section 7. Professional Growth Leave:

Subd. 1. This leave shall encompass seminars, workshops and short courses not covered elsewhere in this article. Professional Growth Leave may be initiated by the teacher, coach, supervisor or advisor directly to the School District, may be requested by the teacher and through the administrator or may be directed by the school district.

Subd. 2. The School District shall reserve the right to grant each request on an individual basis. Application may be made for reimbursement of fees, mileage, and meals.

Subd. 3. The School District shall reserve the right to determine reimbursement on an individual basis with the following exception: if the Professional Growth Leave is directed by the school district, the teacher will receive full pay and the district will pay the substitute teacher.

Section 8. Jury Service: A teacher who serves on jury duty shall be granted the day, or days, necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty shall be remitted to the school district.

Section 9. Short Term Emergency Leave: Such leave shall be granted pertaining to emergencies involving the teacher and/or immediate family that are not covered elsewhere in this article. Such leave shall be granted only when no control by the teacher can be exercised over the event. Time will be deducted from their accumulated Leave Bank.

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

Section 11. Teachers on Leave: Any teacher on any unpaid leave of absence is eligible to participate in the district's group insurance program if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such programs as the teacher wishes to retain commencing with the beginning of the leave. The right to continue participation in such group

insurance programs, however, will terminate if the teacher does not return to the district after completion of the approved leave.

## ARTICLE X HOURS OF SERVICE

Section 1: Length of School Year: The School District and the Exclusive Representative of the EM-BPEA mutually agree to a total of 184 duty days for the 2023-2024 and 2024-2025 school years. The result will be 184 total contract days, 174 student contact days, 8 teacher workshop/staff development days and 2 parent teacher conference days. The School District shall have total discretion as to when these days occur.

Section 2: Make-up Days: In the event that teacher contract days in any one school year are lost due to any emergency not due to snow or cold, the School District at its discretion will have the right to require students and staff to make-up the time that has been lost. The School District shall have total discretion as to when these days occur.

Closures due to snow and/or cold weather will be made up as follows:

- a. Closure Day 1: Traditional snow day; no make-up day will be scheduled.
- b. Closure Days 2-4; eLearning Day plan put in place for teachers and students.
- c. Closure Days 5+; District discretion on how missed days are made up.

Section 3. eLearning Days: The District may schedule or may use up to 5 eLearning days in a school year. The expectations for eLearning days will be created through consultation with BPEA, communicated to district families, and available on the District website, as pursuant to Section 120A.414. An eLearning day will count as a day of instruction and be counted in the hours of instruction under Section 120A.414.

Section 4. Basic Day: The normal teacher's day, including a 25-minute duty free lunch period, shall be eight consecutive hours, from 7:30 a.m. to 3:30 p.m.

Section 5. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of School District. The specific hours for each building will be designated by the School District.

Section 6. Additional Activities: In addition to the basic school day, teachers may be requested to participate in school activities beyond the basic teacher's day. The School District shall advertise these assignments on the district website until the position is filled. Participation by the teacher shall be required for the first two times after volunteer participation has been exhausted. All subsequent assignments shall be on a voluntary basis.

Section 7. Preparation Time: Each full-time teacher will be provided an average of 250 minutes per week during student contact hours for preparation.

## ARTICLE XI RETIREMENT

Section 1. 403-B Retirement Plan: Teachers hired after June 30, 1989 may elect to participate in a 403-B matching annuity plan provided by the school district. Employee eligibility begins upon first day of employment with the School District. The amount matched shall not exceed \$1,550 in 2023-2024 and \$1,600 in 2024-2025 for teachers with 1-14 years in the district. The amount matched shall not exceed \$1,800 in 2023-2024 and \$1,850 in 2024-2025 for teachers with 15+ years in the

district. Licensed staff shall be provided with the option to elect the full or a partial 403B match during the open enrollment period each year.

Section 2. Severance:

Subd. 1. Qualifications: The severance payout as outlined in Sub. 2 is only available to teachers hired prior to June 30, 1989, and whose name appears on the severance eligibility list attached to this contract as Appendix III. To qualify for this payout, said teacher must have met all of the following guidelines:

a). Be a full-time teacher who has met eligibility requirements for the Rule of 90 under the provisions of TRA.

b.) Submit in writing their intent to resign no later than 90 days prior to the anticipated date of retirement that has been accepted by the School Board.

c.) Completed application to TRA for a retirement annuity.

Subd. 2. Amount: Upon completing the qualifications in Subd. 1 of this article, the severance retirement payment shall be equal to 100% of the teacher's final base salary or \$42,000, whichever is the lesser amount. For calculation of final base salary, extracurricular or extra assignment pay will not be included.

Subd. 3. Beginning with the 2006-2007 school year, full time teachers who were hired prior to June 30, 1989 will be eligible to participate in a 403-B matching annuity plan provided by the district. Any 403-B contributions by the district on the teacher's behalf will be subtracted from the Severance amount determined in Subd. 2.

Subd. 4. Health Retirement Annuity: Upon completing the qualifications in Subd. 1 of this article, the retiring teacher shall also be entitled to a Health Retirement Annuity/HSA payment of \$1,800 per year for a period of 8 years starting from the date of retirement.

Subd. 5. Payment Options: All eligible teachers who may decide to retire during the years covered by this bargaining agreement must decide as a group how they wish to receive their severance pay from the District. There are three options to consider: 1) Severance cash – the teacher will receive the severance pay in three equal installments over a time period not to exceed three years from the date of retirement; 2) 403(b) – The District will deposit the severance pay into a 403(b) account that the teacher has chosen from the list of approved plans through the district; 3) Health Care Savings Plan (HCSP) – The District will deposit the severance pay in the teacher's name into the Post Retirement HCSP which was established by the Minnesota State Retirement System (MSRS). 4) The teachers who are eligible to retire during the years covered by this Master Agreement will vote on the payments option to be used during the course of this Agreement. They may select any percentage combination (equaling 100%) of the three options available but must make their decision prior to May 1 of the first year of the two-year agreement period.

Subd. 6. Payment: The severance payment will be placed in a Post-Retirement Annuity. The District shall have the right to select the vendor of the annuity. The school district shall have sole discretion to determine when and how the benefit is paid. All payments shall be made within 36 months of June 30 of the year in which the teacher retires. The school district shall pay the Post Retirement Annuity in three (3) equal installments. The Health Retirement Annuity Payment will be made annually to the teachers HRA or HSA account beginning on July 1<sup>st</sup> in the year after retirement and continuing on July 1<sup>st</sup> each year thereafter. The vendor of this annuity shall also be selected by the district.

Subd. 7. Neither the severance retirement payment nor the health retirement annuity shall be granted to any teacher discharged for just cause by the school district.

Subd. 8. If a retired teacher who has met the qualifications outlined in Sub. 1 of this article dies before the entire retirement payment or health retirement annuity is disbursed, the teacher's estate shall receive any remaining amount according to the above schedule.



ARTICLE XII  
MAINTENANCE OF STANDARDS

Section 1. This Master Agreement shall constitute the full and complete commitment between both parties and may be revised only through the voluntary, mutual consent of the parties in a written, signed amendment to this Master Agreement.

Section 2. This Master Agreement shall supersede any rules regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Master Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XIII  
TEACHER ASSIGNMENTS AND QUALIFICATIONS

Section 1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a teaching license issued by the Minnesota Department of Education.

Section 2. The employment of a teacher whose licensure is based on a limited permit is to be permitted only in cases of absolute necessity.

Section 3. Teachers shall not be assigned outside the scope of their teaching license.

Section 4. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education, driver education, a sixth class for secondary teachers, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Consideration in making the above assignments will be given to licensed teachers as determined by district.

Section 5. All new or vacated positions shall be posted within five (5) days after the opening of a new or vacated position in each of the buildings prior to filling the position.

ARTICLE XIV  
QUALITY OF EDUCATION

Section 1. The Board and Association agree that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

ARTICLE XV  
SPECIAL AND STUDENT TEACHING ASSIGNMENTS

Section 1. Assignments for Adult Education, Driver Education and Summer School Programs will be made by the School District. Consideration will be given to qualified teachers possessing permanent teaching licenses regularly employed in the School District during the normal school year. Hourly rate of pay for summer school classes shall be paid per Schedule C and Schedule D.

Section 2. For in-school substitution, during a teacher's conference period, teachers will be compensated at the rate per Schedule C and Schedule D. Teachers who absorb students into

elementary classrooms during an unfilled vacancy, in addition to teaching their current students, will split the current maximum daily rate of a substitute teacher.

Section 3. A teacher that teaches a sixth class will be compensated at a rate of 1/8 of his/her annual base pay.

Section 4. Homebound instruction and summer school for credit shall be administered by the building principal. Teachers will be paid according to Schedule C and Schedule D. This instruction shall be done during non-duty hours on a voluntary basis. Mileage to and from the student's residence shall be paid at the rate as designated by the School District.

Section 5. Summer Curriculum Writing: The School District shall determine the number of hours necessary to complete a curriculum development project and shall contract with the selected teacher to perform such curriculum development projects based upon the hourly rate in Schedule C and Schedule D. Payment is to be made at the time the project is completed and accepted by the School District.

Section 6. Teacher In-Service Education: The School District may hire a teacher to provide in-service education to staff people at an hourly rate of \$22.00 per hour in 2023-2024 and 2024-2025. The number of hours of preparation time and presentation time shall be determined by the School District and agreed to by the teacher prior to acceptance of the assignment.

Section 7. Concurrent Enrollment and others.

Subd. 1. Any teacher who teaches a college credit course will receive additional compensation of \$500 per semester per course. This payment is inclusive of any required training by sponsoring colleges. Compensation will be added to the teacher's annual teaching compensation and paid throughout the year. Any incurred mileage will be paid at the current IRS mileage rate.

Subd. 2. 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 credits for certification to teach these classes.

1. The District right of assignment:
  - a. Assignment of classes and courses is still the inherent managerial right of the school district administration.
2. Staff can complete the credits needed for certification through Minnesota 18 online at no cost to the staff member. If staff drop/or do not pass a course without completing the requirements they will need to pay for the cost of the course.
3. Staff can apply the completion of credits towards a lane change.
4. Teachers not eligible for a lane change shall receive a stipend of \$2,000 per every six credits completed towards the 18. The 18 credits need to be completed within 18 months of starting the coursework. Extensions can be granted upon approval from the superintendent.
  - a. Staff need to complete all 18 credits to receive the compensation for courses or the money they are compensated for credits earned short of the full 18 would need to be returned to the district.
  - b. In order to receive the stipend for coursework completion, the teacher must provide a copy of a transcript for completed coursework to the superintendent.

Section 8. Supervisory teachers of student teachers shall be teachers who voluntarily accept the assignment as "supervisory" master teacher.

Section 9. "Supervisory teachers" shall develop extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

Section 10. The Association agrees to accept student teachers as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.

Section 11. Speech Language Pathologist and Occupational Therapist National Certification costs will be paid by the district. Individuals will submit a purchase order request form to the Special Services Director to have payment made on their behalf.

Section 12. Due Process Work Days: Special Education certified staff in special circumstances may request one day per semester for completing due process paperwork (including but not limited to an initial evaluation summary, re-evaluation summary, annual IEP/progress reports, or transition plans). In lieu of having a substitute teacher, special education teachers can choose to work during non-contracted hours (1 day = 8 hours) and be paid based on their hourly rate. Such days or time will be determined by the teacher with approval from the Special Services Director and the Superintendent.

Section 13. IEP Meetings: One (1) Special Education Teacher, one (1) Regular Education Teacher, and others required by law shall be compensated for IEP and evaluation meetings held outside the regular school day at the teacher's hourly rate. Special Education and Regular Education Teachers shall be compensated for IEP and evaluation meetings held during their prep period at the current in-school substitute rate per Schedule C.

Section 14. Part-time Employee Meetings: Part-time employees who attend PLC, staff, and in-service meetings outside their contracted hours shall be compensated at the teacher's hourly rate

## ARTICLE XVI EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1.

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for a just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within the order of seniority with other ECFE teachers.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule, Appendix IV and shall not be entitled to compensation on the regular teacher salary schedule.

ARTICLE XVII  
MEET AND CONFER/POLICY AGREEMENT

Section 1. Representatives of the School District and the Association's Meet and Confer Committee will meet as needed during the school year for the purpose of reviewing the administration of the Agreement to resolve problems of interpretation and to review board policy. These meetings are not intended to bypass the grievance procedure.

Section 2. If, by mutual consent, it is determined to cancel a meeting, the cancellation shall constitute a scheduled meeting. The mutual consent must be in writing by representatives of the School District and the Belle Plaine Education Association.

Section 3. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of items to be discussed.

Section 4. All meetings between the School District and Association will be scheduled to take place at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.

ARTICLE XVIII  
PUBLICATION OF THE AGREEMENT

Section 1. Copies of this Master Agreement titled "Master Agreement between the Belle Plaine School District and the Belle Plaine Education Association", shall be printed at the expense of the Board within thirty (30) days after the Master Agreement is signed, and a copy shall be presented to every teacher now employed by the Board. Further, the Board shall furnish five (5) copies of the Master Agreement to the Association for its use.

ARTICLE XIX  
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definition and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be considered timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee.

Section 5. Adjustment of Grievance: The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school district, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the school district, the school district shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the school district shall issue its decision in writing to the parties involved. At the option of the school district, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school district. The school district shall then render its decision.

Section 6. School District Review: The school district reserves the right to review any decision issued under Level I or Level II of this procedure provided the school district or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school district reviews a grievance under this the school district reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the school district or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the school district 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 days following the decision in Level 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 the terms of this procedure, the parties shall, within ten 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 Public Employees Relations Board (PERB) to appoint an arbitrator, pursuant to P.E.L.R.A. providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person 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 a hearing denovo.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including finds of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the 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; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public-school districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the rights to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provide in the Agreement or to enforce the award of an arbitrator.

ARTICLE XX  
UNREQUESTED LEAVE OF ABSENCE AND  
SENIORITY AGREEMENT

Section 1. Seniority and unrequested leave of absence will follow the guidelines mandated by M.S. 122 A. 40, Subdivision 11, as enacted prior to July 1, 2019 and as spelled out in Appendix V.

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

Section 2. Vacancies and Posting Process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

Subd. 1. Posting: The posting shall be made in each building, with a copy to the Union.

Subd. 2. Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 3. Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

- i. make written application prior to the expiration date of the notice, and;
- ii. possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 4: Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

ARTICLE XXI  
PUBLIC OBLIGATION

Section 1. The parties mutually recognize that their obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of the paramount importance. The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike except as provided for in the Minnesota Public Employment Labor Relations Act of 1971, Recodification 1984, as amended.

Section 2. The Board also agrees that it will not, during the period of this Master Agreement, directly or indirectly engage in or assist a lockout or any unfair labor practice, as defined in the Minnesota Public Employment Labor Relations Act of 1981, Recodification 1984, as amended.

ARTICLE XXII  
DURATION

Section 1. This Master Agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2025. If a new Master Agreement has not been duly entered into prior to June 30, 2025, then this Master Agreement shall continue in full force and effect until a new Master Agreement is adopted.

Section 2. Effect: This Master Agreement constitutes the full and complete Master 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 Master Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions or employment inconsistent with these provisions.

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

Section 4. Severability: The provisions of this Master Agreement are 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 this Master Agreement or the application of any provision thereof.

ARTICLE XXIII  
PRESCHOOL TEACHERS

All provisions of the Master Agreement between the District and the Union apply to Preschool Teachers, with the following exceptions:

Section 1. Preschool Teachers shall work 167 days per year. All eligibility or designations in the Master Agreement will be based on that number of days.

Section 2. Preschool Teachers will be placed on a separate seniority list. All other provisions of Article XX Unrequested Leave of Absence and Seniority Agreement will apply to Preschool Teachers.

Section 3. Preschool Teachers will receive PTO days in the same manner as other teachers, outlined in Article IX. These days will not be prorated.

ARTICLE XXIV  
HIRING/REHIRING OF RETIRED TEACHERS

Section 1. Licensure: Retired teachers who are hired/rehired by the School District must be appropriately licensed in the subject matter that they will be hired to teach.

Section 2. Probationary Period: The probationary period of retired teachers who are hired/rehired by the School District shall be one (1) school year of service.

Section 3. Layoff and Recall: Retired teachers who are hired/rehired by the School District shall have no seniority or bumping rights.

Section 4. Compensation: Retired teachers who are hired/rehired by the School District shall be provided with benefits and leaves as determined by the School District.

Section 5. Benefits: Retired teachers who are hired/rehired by the School District shall be provided benefits and leaves as determined by the School District.



Section 6. Applicable Sections of the Master Agreement: Retired teachers who are hired/rehired by the School District 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 XI, RETIREMENT,  
ARTICLE XXII, DURATION.


Section 7. Sections of the Master Agreement Not Applicable: Retired teachers who are hired/rehired by the School District 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 VIII, GROUP INSURANCE,  
ARTICLE IX, LEAVES OF ABSENCE,  
ARTICLE X, HOURS OF SERVICE,  
ARTICLE XIX, GRIEVANCE PROCEDURE,  
ARTICLE XX, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT.


Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for retired teachers who are hired/rehired shall be assigned by the School District and may be modified from time to time based upon the School District's needs.

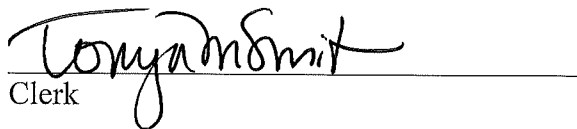
ARTICLE XXV  
DOCUMENT AUTHORIZATION

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
School Board Chair

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief B.P.E.A. Negotiator

  
\_\_\_\_\_  
Chief School Board Negotiator

Dated this 30 day of January 2024

Dated this 29<sup>th</sup> day of January 2024

SCHEDULE A  
SALARY SCHEDULE 2023-2024

Qtr Cr	BA	BA/15	BA/30	BA/45	BA/60	MA	MA/15	MA/30	MA/45	MA/60
Sem Cr	BA	BA/10	BA/20	BA/30	BA/40	MA	MA/10	MA/20	MA/30	MA/40
1	40,969	41,770	42,571	43,372	44,173	44,974	45,774	46,575	47,376	48,174
2	41,968	42,789	43,609	44,430	45,251	46,071	46,891	47,711	48,532	49,349
3	43,149	44,265	45,190	46,114	47,130	47,901	48,856	49,758	50,684	51,617
4	44,333	45,740	46,771	47,798	49,012	49,734	50,825	51,803	52,837	53,886
5	45,515	47,217	48,352	49,482	50,893	51,565	52,790	53,849	54,990	56,155
6	46,698	48,694	49,932	51,167	52,773	53,398	54,757	55,895	57,143	58,422
7	47,881	50,171	51,513	52,850	54,655	55,229	56,724	57,943	59,297	60,691
8	49,064	51,647	53,094	54,535	56,537	57,063	58,690	59,988	61,449	62,960
9	50,245	53,125	54,673	56,282	58,416	58,894	60,657	62,033	63,602	65,230
10	51,429	54,600	56,255	57,903	60,297	60,727	62,622	64,081	65,755	67,498
11	52,612	56,076	57,835	59,588	62,179	62,558	64,590	66,127	67,908	69,767
12	53,793	57,555	59,417	61,272	64,060	64,390	66,557	68,173	70,061	72,036
13	54,976	59,031	60,997	62,957	65,941	66,221	68,522	70,218	72,214	74,304
14	56,160	60,508	62,579	64,642	67,823	68,055	70,491	72,266	74,368	76,574
15	56,731	61,079	63,150	65,212	68,394	68,625	71,061	72,837	74,939	77,145
16	57,301	61,649	63,720	65,783	68,965	69,196	71,632	73,408	75,510	77,716
17	57,682	62,030	64,101	66,164	69,345	69,577	72,012	73,788	75,890	78,096
18	58,062	62,410	64,481	66,544	69,726	69,957	72,392	74,169	76,271	78,477
19	58,443	62,791	64,862	66,925	70,106	70,338	72,773	74,549	76,651	78,857
20	58,443	62,791	65,285	67,348	70,528	70,761	73,195	74,970	77,073	79,279
21	58,443	62,791	65,706	67,770	70,951	71,183	73,618	75,393	77,496	79,701
22	58,443	62,791	66,130	68,193	71,375	71,606	74,042	75,817	77,920	80,125
23	58,443	62,791	66,130	68,193	71,797	72,029	74,463	76,239	78,342	80,547
24	58,443	62,791	66,130	68,193	72,642	72,874	75,310	77,086	79,187	81,394

SCHEDULE B  
SALARY SCHEDULE 2024-2025

Qtr Cr	BA	BA/15	BA/30	BA/45	BA/60	MA	MA/15	MA/30	MA/45	MA/60
Sem Cr	BA	BA/10	BA/20	BA/30	BA/40	MA	MA/10	MA/20	MA/30	MA/40
1	41,993	42,814	43,635	44,456	45,278	46,099	46,919	47,740	48,561	49,378
2	43,018	43,859	44,700	45,541	46,382	47,223	48,063	48,904	49,745	50,583
3	44,067	44,928	45,790	46,652	47,513	48,375	49,235	50,097	50,958	51,816
4	45,306	46,478	47,449	48,419	49,487	50,296	51,299	52,246	53,218	54,198
5	46,549	48,027	49,110	50,188	51,463	52,221	53,366	54,393	55,479	56,580
6	47,791	49,578	50,769	51,956	53,437	54,144	55,430	56,542	57,739	58,963
7	49,033	51,129	52,429	53,725	55,412	56,068	57,495	58,690	60,000	61,343
8	50,275	52,679	54,088	55,493	57,388	57,991	59,560	60,840	62,261	63,726
9	51,517	54,229	55,749	57,261	59,364	59,916	61,625	62,987	64,521	66,109
10	52,757	55,781	57,407	59,097	61,337	61,839	63,690	65,135	66,782	68,491
11	54,000	57,330	59,068	60,798	63,312	63,763	65,754	67,285	69,042	70,873
12	55,242	58,880	60,727	62,567	65,288	65,686	67,820	69,433	71,303	73,255
13	56,483	60,432	62,388	64,336	67,263	67,609	69,885	71,581	73,564	75,638
14	57,725	61,982	64,047	66,105	69,238	69,532	71,948	73,729	75,824	78,019
15	58,968	63,533	65,708	67,874	71,214	71,457	74,016	75,880	78,087	80,403
16	59,567	64,133	66,307	68,473	71,814	72,057	74,614	76,479	78,686	81,002
17	60,166	64,732	66,906	69,072	72,413	72,656	75,213	77,078	79,285	81,602
18	60,566	65,131	67,306	69,472	72,812	73,055	75,613	77,478	79,685	82,001
19	60,965	65,531	67,705	69,871	73,212	73,455	76,012	77,877	80,084	82,401
20	61,365	65,930	68,105	70,271	73,611	73,854	76,412	78,277	80,484	82,800
21	61,365	65,930	68,549	70,715	74,054	74,299	76,854	78,718	80,927	83,243
22	61,365	65,930	68,991	71,159	74,498	74,743	77,298	79,162	81,371	83,686
23	61,365	65,930	69,437	71,603	74,944	75,187	77,744	79,608	81,816	84,131
24	61,365	65,930	69,437	71,603	76,274	76,518	79,076	80,940	83,147	85,463

**Schedule C**

**Extra Curricular Schedule 2023-24**

<b>Group 1</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
Boys BB, Girls BB, Football, Wrestling	\$ 6,085.40	\$ 6,295.24	\$ 6,714.93	\$ 7,134.61
<b>Group 2</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
Baseball Softball, Tennis, Golf, Track, Cross Country, Dance, Volleyball	\$ 4,616.52	\$ 4,826.36	\$ 5,036.20	\$ 5,246.04
<b>Group 3</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
Musical Director, FFA, Speech, 3-Act Play Director, One Act Director, Robotics	\$ 4,196.84	\$ 4,406.68	\$ 4,616.52	\$ 4,826.36
<b>Group 4</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
BB 1st Asst./B, GB 1st Asst./B, FB 1st Asst./B, WR 1st Asst., FB 1st asst./9th, BB 1st asst./9th, GB 1st asst./9th,	\$ 3,777.14	\$ 3,986.99	\$ 4,196.84	\$ 4,406.69
<b>Group 5</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
Visual Arts/Art Club, VB 1st asst./B, Track 1st Asst., Softball 1st Asst./B, Baseball 1st Asst./B, Softball 1st asst./9th, Baseball 1st asst., Dance 1st asst., Speech Asst., VB 1st asst./9th, Robotics Asst	\$ 2,937.78	\$ 3,147.62	\$ 3,357.46	\$ 3,567.30
<b>Group 6</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
One Act Play Asst. Dir., FB- JH, VB- JH, WR- JH, Tennis 1st Asst./B, CC 1st Asst., Golf 1st Asst., Dance- JH. Band, BB- JH., GB- JH, 3 Act Play Asst. Pep Band, Choir	\$ 2,098.42	\$ 2,308.26	\$ 2,518.10	\$ 2,727.94
<b>Group 7</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
Weight Room Supervisor, Jr. Class Advisor, Sr. Class Advisor, Pep Club, Asst Visual Arts/Art Club	\$ 1,888.58	\$ 2,098.42	\$ 2,308.27	\$ 2,518.11
<b>Group 8</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
Softball-JH, Baseball-JH, Track-JH, Tennis-JH.	\$ 1,888.58	\$ 2,098.42	\$ 2,308.26	\$ 2,518.10
<b>Group 9</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
JH Student Council, SH Student Council, JH Play, Minnesota Honor Society	\$ 1,468.90	\$ 1,678.74	\$ 1,888.58	\$ 2,098.42
<b>Group 10</b>	<b>1-3 Years</b>	<b>4-6 Years</b>	<b>7-11 Years</b>	<b>12 Years plus</b>
Summer School	\$ 31.68	\$ 33.99	\$ 36.51	\$ 39.03
Homebound Instruction, Summer Curriculum Writing, In School Substitution	\$ 28.88	\$ 28.88	\$ 28.88	\$ 28.88

Adjunct (temporary) Coaching Positions. These are assistant coaches hired if student numbers are sufficiently high enough in any given activity. Each position is subject to the approval of the district. Number of weeks contracted is at discretion of the activities director. \$120 per week

**Post-Season Stipends:**

After the week of the first playoff game or contest, head coaches or advisors of a team sport/activity will be compensated at a rate of \$150 per week. Any game or practice held during the additional week of post-season play will count as one full week, even if the team does not participate during the entire week. When no team is involved, but individuals are competing, compensation for the head coach or advisor will be \$100 per week. If both team and individuals are competing, the head coach/advisor will receive the \$150 stipend only. One additional varsity assistant coach (as determined by the head coach) will be compensated at a rate of \$100 per week regardless of whether it is a team or individual sport.

Schedule D Extra Curricular Schedule 2024-25				
Group 1	1-3 Years	4-6 Years	7-11 Years	12 Years plus
Boys BB, Girls BB, Football, Wrestling	\$ 6,389.67	\$ 6,610.01	\$ 7,050.67	\$ 7,491.34
Group 2	1-3 Years	4-6 Years	7-11 Years	12 Years plus
Baseball Softball, Tennis, Golf, Track, Cross Country, Dance, Volleyball	\$ 4,847.34	\$ 5,067.68	\$ 5,288.01	\$ 5,508.34
Group 3	1-3 Years	4-6 Years	7-11 Years	12 Years plus
Musical Director, FFA, Speech, 3-Act Play Director, One Act Director, Robotics	\$ 4,406.68	\$ 4,627.01	\$ 4,847.34	\$ 5,067.68
Group 4	1-3 Years	4-6 Years	7-11 Years	12 Years plus
BB 1st Asst./B, GB 1st Asst./B, FB 1st Asst./B, WR 1st Asst., FB 1st asst./9th, BB 1st asst./9th, GB 1st asst./9th,	\$ 3,966.00	\$ 4,186.33	\$ 4,406.68	\$ 4,627.02
Group 5	1-3 Years	4-6 Years	7-11 Years	12 Years plus
Visual Arts/Art Club, VB 1st asst./B, Track 1st Asst., Softball 1st Asst./B, Baseball 1st Asst./B, Softball 1st asst./9th, Baseball 1st asst., Dance 1st asst., Speech Asst., VB 1st asst./9th, Robotics Asst	\$ 3,084.67	\$ 3,305.00	\$ 3,525.34	\$ 3,745.67
Group 6	1-3 Years	4-6 Years	7-11 Years	12 Years plus
One Act Play Asst. Dir., FB- JH, VB- JH, WR- JH, Tennis 1st Asst/B, CC 1st Asst., Golf 1st Asst., Dance- JH. Band, BB- JH., GB- JH, 3 Act Play Asst. Pep Band, Choir	\$ 2,203.34	\$ 2,423.67	\$ 2,644.01	\$ 2,864.34
Group 7	1-3 Years	4-6 Years	7-11 Years	12 Years plus
Weight Room Supervisor, Jr. Class Advisor, Sr. Class Advisor, Pep Club, Asst Visual Arts/Art Club	\$ 1,983.01	\$ 2,203.34	\$ 2,423.68	\$ 2,644.02
Group 8	1-3 Years	4-6 Years	7-11 Years	12 Years plus
Softball-JH, Baseball-JH, Track-JH, Tennis-JH.	\$ 1,983.01	\$ 2,203.34	\$ 2,423.67	\$ 2,644.01
Group 9	1-3 Years	4-6 Years	7-11 Years	12 Years plus
JH Student Council, SH Student Council, JH Play, Minnesota Honor Society	\$ 1,542.34	\$ 1,762.67	\$ 1,983.01	\$ 2,203.34
Group 10	1-3 Years	4-6 Years	7-11 Years	12 Years plus
Summer School	\$ 33.27	\$ 35.69	\$ 38.34	\$ 40.98
Homebound Instruction, Summer Curriculum Writing, In School Substitution	\$ 30.32	\$ 30.32	\$ 30.32	\$ 30.32

Adjunct (temporary) Coaching Positions. These are assistant coaches hired if student numbers are sufficiently high enough in any given activity. Each position is subject to the approval of the district. Number of weeks contracted is at discretion of the activities director. \$120 per week

**Post-Season Stipends:**

After the week of the first playoff game or contest, head coaches or advisors of a team sport/activity will be compensated at a rate of \$150 per week. Any game or practice held during the additional week of post-season play will count as one full week, even if the team does not participate during the entire week. When no team is involved, but individuals are competing, compensation for the head coach or advisor will be \$100 per week. If both team and individuals are competing, the head coach/advisor will receive the \$150 stipend only. One additional varsity assistant coach (as determined by the head coach) will be compensated at a rate of \$100 per week regardless of whether it is a team or individual sport.

APPENDIX I

NOTICE OF ASSIGNMENT

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

FROM: Independent School District No. 716

OFFICIAL'S SIGNATURE: \_\_\_\_\_

SUBJECT: Notice of Salary and Assignment for the 20\_\_ - 20\_\_ School Year

1. Your basic assignment for the 20\_\_-20\_\_ school year is

\_\_\_\_\_

2. Pursuant to the provision of the Teachers' Master Agreement, your salary for the 20\_\_ - 20\_\_ school year for basic service is \$ \_\_\_\_\_.  
Salary base is lane \_\_\_\_\_ step \_\_\_\_\_  
Career Increment Level \_\_\_\_\_ Compensation \_\_\_\_\_
3. In addition, you have been assigned the following extra assignment(s) at the specified additional compensation, for the 20\_\_ - 20\_\_ school year: (See Article VII of the Master Agreement)

Assignments

Additional Compensation

4. Your total salary, exclusive of fringe benefits, for basic services and extra assignments is \$ \_\_\_\_\_
5. The School District reserves the right to make any modifications or adjustments in these assignments during the school year.

APPENDIX II

PART - TIME TEACHING CONTRACT ASSIGNMENT TABLE

Secondary Teacher Classes Taught	Elementary Teacher Teaching Minutes	Total Contract Minutes Per Day	Total Contract Minutes Per Week	Total Contract Hours Per Week	Contract Fraction F.T.E.	Fringe Benefits
-----	24	40	200	-----	.083	none
1 class	48	80	400	-----	.167	none
-----	72	120	600	10	.25	none
2 classes	96	160	800	-----	.333	.333
-----	120	200	1000	-----	.417	.417
3 classes	144	240	1200	20	.5	.5
-----	168	280	1400	-----	.583	full
4 classes	192	320	1600	-----	.667	full
-----	216	360	1800	30	.75	full
5 classes	240	400	2000	-----	.833	full
-----	264	440	2200	-----	.917	full
5 classes	288	480	2400	40	1.0	full

+ study,  
or equal

Please Note:

Part-time teachers whose F.T.E. contract fraction falls between the above stated fraction F.T.E. positions will be rounded up or down to the nearest F.T.E. fraction.

In the event the teacher is employed by the district less than full time and works full days; i.e. – if a teacher works 3 full days per week; they would be considered a .6 FTE employee. Appendix II will be used when a teacher teaches part time every day of the week.



APPENDIX III  
TEACHER SEVERANCE ELIGIBILITY LIST

The following teachers currently under contract with the Belle Plaine Public Schools were hired prior to the June 30, 1989 and represent the only teachers under contract who may be eligible for severance if guidelines are met as described in Article XI, Section 2, Subd. 1. (In alphabetical order)

APPENDIX IV

ECFE										
SALARY SCHEDULE 2023-2024										
Qtr Cr	BA	BA/15	BA/30	BA/45	BA/60	MA	MA/15	MA/30	MA/45	MA/60
Sem Cr	BA	BA/10	BA/20	BA/30	BA/40	MA	MA/10	MA/20	MA/30	MA/40
1	27.83	28.38	28.92	29.46	30.01	30.55	31.10	31.64	32.18	32.73
2	28.51	29.07	29.63	30.18	30.74	31.30	31.86	32.41	32.97	33.53
3	29.31	30.07	30.70	31.33	32.02	32.54	33.19	33.80	34.43	35.07
4	30.12	31.07	31.77	32.47	33.30	33.79	34.53	35.19	35.89	36.61
5	30.92	32.08	32.85	33.62	34.57	35.03	35.86	36.58	37.36	38.15
6	31.72	33.08	33.92	34.76	35.85	36.28	37.20	37.97	38.82	39.69
7	32.53	34.08	35.00	35.90	37.13	37.52	38.54	39.36	40.28	41.23
8	33.33	35.09	36.07	37.05	38.41	38.77	39.87	40.75	41.75	42.77
9	34.13	36.09	37.14	38.24	39.68	40.01	41.21	42.14	43.21	44.31
10	34.94	37.09	38.22	39.34	40.96	41.25	42.54	43.53	44.67	45.85
11	35.74	38.10	39.29	40.48	42.24	42.50	43.88	44.92	46.13	47.40
12	36.54	39.10	40.36	41.63	43.52	43.74	45.22	46.31	47.60	48.94
13	37.35	40.10	41.44	42.77	44.80	44.99	46.55	47.70	49.06	50.48
14	38.15	41.11	42.51	43.91	46.08	46.23	47.89	49.09	50.52	52.02
15	38.54	41.49	42.90	44.30	46.46	46.62	48.28	49.48	50.91	52.41
16	38.93	41.88	43.29	44.69	46.85	47.01	48.66	49.87	51.30	52.80
17	39.19	42.14	43.55	44.95	47.11	47.27	48.92	50.13	51.56	53.05
18	39.44	42.40	43.81	45.21	47.37	47.53	49.18	50.39	51.81	53.31
19	39.70	42.66	44.06	45.47	47.63	47.78	49.44	50.64	52.07	53.57
20	39.70	42.66	44.35	45.75	47.91	48.07	49.72	50.93	52.36	53.86
21	39.70	42.66	44.64	46.04	48.20	48.36	50.01	51.22	52.65	54.14
22	39.70	42.66	44.93	46.33	48.49	48.65	50.30	51.51	52.93	54.43
23	39.70	42.66	44.93	46.33	48.78	48.93	50.59	51.79	53.22	54.72
24	39.70	42.66	44.93	46.33	49.35	49.51	51.16	52.37	53.80	55.29

ECFE										
SALARY SCHEDULE 2024-2025										
Qtr Cr	BA	BA/15	BA/30	BA/45	BA/60	MA	MA/15	MA/30	MA/45	MA/60
Sem Cr	BA	BA/10	BA/20	BA/30	BA/40	MA	MA/10	MA/20	MA/30	MA/40
1	28.53	29.09	29.64	30.20	30.76	31.32	31.87	32.43	32.99	33.55
2	29.22	29.80	30.37	30.94	31.51	32.08	32.65	33.22	33.79	34.36
3	29.94	30.52	31.11	31.69	32.28	32.86	33.45	34.03	34.62	35.20
4	30.78	31.57	32.23	32.89	33.62	34.17	34.85	35.49	36.15	36.82
5	31.62	32.63	33.36	34.10	34.96	35.48	36.25	36.95	37.69	38.44
6	32.47	33.68	34.49	35.30	36.30	36.78	37.66	38.41	39.23	40.06
7	33.31	34.73	35.62	36.50	37.64	38.09	39.06	39.87	40.76	41.67
8	34.15	35.79	36.74	37.70	38.99	39.40	40.46	41.33	42.30	43.29
9	35.00	36.84	37.87	38.90	40.33	40.70	41.86	42.79	43.83	44.91
10	35.84	37.89	39.00	40.15	41.67	42.01	43.27	44.25	45.37	46.53
11	36.69	38.95	40.13	41.30	43.01	43.32	44.67	45.71	46.90	48.15
12	37.53	40.00	41.25	42.50	44.35	44.62	46.07	47.17	48.44	49.77
13	38.37	41.05	42.38	43.71	45.69	45.93	47.48	48.63	49.98	51.38
14	39.22	42.11	43.51	44.91	47.04	47.24	48.88	50.09	51.51	53.00
15	40.06	43.16	44.64	46.11	48.38	48.54	50.28	51.55	53.05	54.62
16	40.47	43.57	45.05	46.52	48.79	48.95	50.69	51.96	53.46	55.03
17	40.87	43.98	45.45	46.92	49.19	49.36	51.10	52.36	53.86	55.44
18	41.15	44.25	45.72	47.20	49.46	49.63	51.37	52.63	54.13	55.71
19	41.42	44.52	46.00	47.47	49.74	49.90	51.64	52.91	54.41	55.98
20	41.69	44.79	46.27	47.74	50.01	50.17	51.91	53.18	54.68	56.25
21	41.69	44.79	46.57	48.04	50.31	50.47	52.21	53.48	54.98	56.55
22	41.69	44.79	46.87	48.34	50.61	50.78	52.51	53.78	55.28	56.85
23	41.69	44.79	47.17	48.64	50.91	51.08	52.82	54.08	55.58	57.15
24	41.69	44.79	47.17	48.64	51.82	51.98	53.72	54.99	56.49	58.06

Appendix V  
MN Statutes 122A.40, Subd. 10. Unrequested leave of absence.  
As enacted prior to July 1, 2019

The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

(a) The board may place probationary teachers on unrequested leave first in the inverse order of their employment. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed;

(b) Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the school district. In the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed is negotiable;

(c) Notwithstanding the provisions of paragraph (b), a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field. The provisions of this paragraph do not apply to vocational education licenses;

(d) Notwithstanding paragraphs (a), (b), and (c), if the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights, the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority, or the restriction imposed by the provisions of paragraph (c) would place the district in violation of its affirmative action program, the district may retain the probationary teacher, the teacher with less seniority, or the provisionally licensed teacher;

(e) Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field remains on unrequested leave. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year is negotiable;

(f) Appointment of a new teacher must not be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school board within 30 days of the date of notification that a position is available to that teacher who

may return to employment and assume the duties of the position to which appointed on a future date determined by the board;

(g) A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave;

(h) The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service;

(i) The unrequested leave of absence of a teacher who is placed on unrequested leave of absence and who is not reinstated shall continue for a period of five years, after which the right to reinstatement shall terminate. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the board by April 1 of any year a written statement requesting reinstatement;

(j) The same provisions applicable to terminations of probationary or continuing contracts in subdivisions 5 and 7 must apply to placement on unrequested leave of absence;

(k) Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

**MEMORANDUM OF UNDERSTANDING**

for 2023-2024 and 2024-25

This Memorandum of Understanding is entered into between Independent School District No. 716, Belle Plaine, Minnesota (hereinafter referred to as the "School District") and the Belle Plaine Education Association (hereinafter referred to as the "BPEA").

WHEREAS the District and the BPEA are parties to a collective bargaining agreement ("Master Contract") governing terms and conditions of employment for all persons in the appropriate units included in the BPEA contract; and

WHEREAS, as of July 1, 2023, the 2023-25 Master Contract has been ratified; and

WHEREAS the District and the BPEA wish to modify the payment options for the retirement severance payout in Article XI Subd. 5. to:

**The District will deposit 100% of the severance pay in the teacher's name into the Post Retirement HCSP which was established by the Minnesota State Retirement System (MSRS).**

WHEREAS no other payment options are available.

Any disagreement regarding the terms or application of this MOU shall be resolved through the grievance procedure in the CBA.

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

Dated: 2/1/24

For the Union:



President

Dated: 1.29.2024

For Independent School District No. 716:



Superintendent

**MEMORANDUM OF UNDERSTANDING**  
for the 2023-24 and 2024-25 School Calendars

This Memorandum of Understanding is entered into between Independent School District No. 716, Belle Plaine, Minnesota (hereinafter referred to as the “School District”) and the Belle Plaine Education Association (hereinafter referred to as the “BPEA”).

WHEREAS, the District and the BPEA are parties to a collective bargaining agreement (“Master Contract”) governing terms and conditions of employment for all “teachers,” including all non-supervisory employees in positions that require a license from the state; and

WHEREAS, as of July 1, 2023, the 2023-25 Master Contract has been ratified; and

WHEREAS, the District and the BPEA wish to modify the number of student and staff contact days language in Article X, Section 1 Length of School Year: The School District and the Exclusive Representative of the EM-BPEA mutually agree that staff will teach an additional 12 minutes per day more in the 2023-2024 and 2024-25 school years in exchange for a reduction of 5 teacher duty days and 5 student contact days. The total duty days will change from 184 duty days to 179 duty days for the 2023-2024 and 2024-2025 school years. The result will be 179 total contract days, 169 student contact days, 8 teacher workshop/staff development days and 2 parent-teacher conference days.

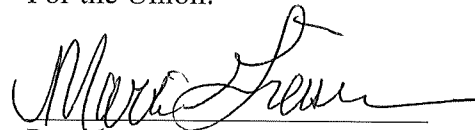
Any disagreement regarding the terms or application of this MOU shall be resolved through the grievance procedure in the CBA.

5. This MOU will remain in effect until the end of the 2024-2025 school year. At the conclusion of the year the 2025-2026 school year will resort back to the 184 duty days and 174 student contact days. The District and EM-BPEA can redo the MOU and calendar if both parties agree to the changes.

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

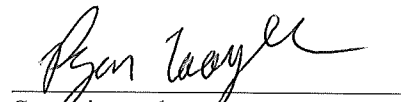
For the Union:

Dated: 2/1/24

  
\_\_\_\_\_  
President

For Independent School District No. 716:

Dated: 1.29.2024

  
\_\_\_\_\_  
Superintendent

**Mindy Chevalier**  
*Jr/Sr High Principal*  
**Margot Hansen**  
*Assistant Jr/Sr High Principal*  
*Director of Teaching & Learning*  
**Ben Tressel**  
*Oak Crest Elementary Principal*  
**Kristine McGuire**  
*Chatfield Elementary Principal*

**BELLE PLAINE**  
**PUBLIC SCHOOLS**


**Ryan Laager, Ed.D., Superintendent**

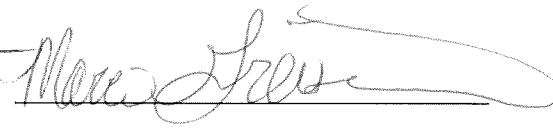
**Angie Kahle**  
*Student Support Services Director*  
**John Bergs**  
*Activities Director*  
**Dorothy Koller**  
*Community Education Director*  
**Jeff Heine**  
*Buildings & Grounds Director*  
**Chuck Keller**  
*Business Director*

District administration has worked cooperatively with the union to create an eLearning plan we will be using for the 2023-2024 school year. Each of the three schools has their own version of an eLearning plan.

This document signifies the Union and the District agree the eLearning plans for Chatfield, Oak Crest, and the Junior/Senior High School are what we will follow on eLearning days during this school year.

- JSH E-Learning Plan
- OC E-Learning Plan
- Chatfield E-Learning Plan

  
\_\_\_\_\_  
Ryan Laager, Superintendent

  
\_\_\_\_\_  
Marci Greisen, BPEA President



## MEMORANDUM OF UNDERSTANDING

for the 2024-2025 Read Act

This Memorandum of Understanding is entered into between Independent School District No. 716, Belle Plaine, Minnesota (hereinafter referred to as the “School District”) and the Belle Plaine Education Association (hereinafter referred to as the “BPEA”).

WHEREAS, the District and the BPEA are parties to a collective bargaining agreement (“Master Contract”) governing terms and conditions of employment for all “teachers,” including all non-supervisory employees in positions that require a license from the state; and

WHEREAS, as of August 31, 2024, the 2023-2025 Master Contract has been ratified; and

WHEREAS, the District and the BPEA desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in the teachers choice between CORE or LETRS training; and,

WHEREAS the total anticipated number of hours of training required outside of time provided for CORE is 45 hours and LETRS is 140 hours;

NOW THEREFORE, be it resolved that the parties agree to the following:

### 1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
  - b. Be employed by the District between September 1st, 2024 and June 30th, 2025; and, c.
- Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

### 2. Compensation earned for READ Act training

Teachers can choose the options of being paid for their time or purchasing credits towards a lane change.

*Teachers compensation for being paid as follows:*

<b>TRAINING</b>	<b>HOURS</b>	<b>CURRICULUM RATE</b>	<b>TOTAL COMPENSATION</b>
CORE	45 Hours	\$30.32	\$1364.49
LETRs	140 Hours	\$30.32	\$4244.80
LETRs Early Childhood staff	40 Hours	\$30.32	\$1212.80

*Payment Option: Teachers will be paid in March for completion of their training time in a lump sum payment for completion of CORE/LETTERS training*

*Credit Recognition*

Dominican University (or a certified college/university), California will provide three graduate credits towards a lane change for CORE training.

American College of Education (or a certified college/university) will provide credits towards a lane change for LETERS Training.

Staff need to pay for the credits but the credits will be applied towards a lane change providing financial compensation.

**3. Proof of completion and payment timeline**

In all cases, teachers shall submit proof of training completion to the building principal/Director of Curriculum and instruction

**4. Failure to comply with the READ Act**

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline action in accordance with state law and/or the CBA.

5. Effective Date and Duration

This MOU shall continue in effect until June 30th, 2025

NOW THEREFORE, be it further resolved that the parties agree to the following:

**Impact on Precedent.** Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

**Entire Agreement.** This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the Union:

Dated: 9/23/24



President

For Independent School District No. 716:

Dated: 9/23/24



Superintendent