

Cannon Valley Special Education Cooperative  
Initial Master Contract

Licensed Staff

July 1, 2017 to June 30, 2019

**ARTICLE I  
PURPOSE**

**Section 1.** THIS AGREEMENT, entered into by the School Board of Independent School District No. 6094, hereinafter referred to as the School Board pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement. Any term used in this Agreement that is also defined in the PELRA is intended to have the same definition as used in the PELRA.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1.** Appropriate Unit. The exclusive representative shall represent all the teachers of the District including those on approved leave of absence as defined in this Agreement and the PELRA.

**ARTICLE III  
RIGHTS AND OBLIGATIONS OF THE SCHOOL BOARD**

**Section 1.** The School Board 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, educational policies, and programs of the School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2.** The School Board has an obligation to meet and negotiate in good faith with the exclusive representative of the teachers in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the School Board or its representative to agree to a proposal or require the making of a concession.

**Section 3.** The School Board has the obligation to meet and confer with teachers to discuss policies and those matters relating to their employment not included under the PELRA.

**Section 4.** The School Board shall not meet and negotiate or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of an appropriate teacher unit except through the exclusive representative if one is certified for that unit or as provided for in the PELRA.

**Section 5.** The School Board shall have the right to petition the director for arbitration under the PELRA; provided the exclusive representative or the School Board has first petitioned the director for mediation services as are available under the PELRA.

**Section 6.** The School Board may hire and pay for arbitrators desired by the provisions of the PELRA.

**Section 7.** All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, valid Rules and Regulations of the State Board of Education, and rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and

effect. This section does not incorporate federal and Minnesota law or applicable federal and state agency rules by reference into this Agreement.

**Section 8.** The School Board has the duty to efficiently manage the School District. The primary obligation of the School District is to provide students with the opportunity for an education. The enumeration of rights and duties in this Article do not exclude the inherent managerial rights and functions not expressly reserved herein.

#### **ARTICLE IV RIGHTS AND OBLIGATIONS OF TEACHERS**

**Section 1.** Nothing contained in the PELRA shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of teachers or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

**Section 2.** Teachers shall have the right to form and join labor or teacher 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.** Teachers who are professional employees as defined by the PELRA have the right to meet and confer with the School Board regarding policies and matters not included under the PELRA.

**Section 4.** Teachers through their certified exclusive representative have the right and obligation to meet and negotiate in good faith with their School Board regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

**Section 5.** Teachers shall have the right to request and be allowed dues check off for the exclusive representative, provided that dues checkoff and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the PELRA.

**Section 6.** An exclusive representative shall have the right to petition the director for arbitration under the PELRA; provided the exclusive representative has first petitioned the director for mediation services as are available under the PELRA.

**Section 7.** Personnel Files.

Every teacher has a permanent file in the District Office. Pursuant to M.S. 122A.40, subd. 19, as amended, all evaluations and official files, wherever generated, relating to each individual teacher shall be available during regular school business hours to each individual teacher upon the teacher's written request. The teacher shall have the right to reproduce any of the contents of the files and may include in the file written information in response to any material contained therein. When material involving evaluation or any performance related material or notice of reprimand or deficiency is to be placed in a teacher's file, a copy will be provided to the teacher. The school

district may destroy such files as provided by law, after first giving the teacher the opportunity to keep any items scheduled to be destroyed. Any teacher may submit items to his/her immediate supervisor for inclusion in the file.

**Section 8. Full-Time Teachers.**

Teachers regularly scheduled to work the full teacher duty day as described in Section 1, Article IX, shall be deemed to be “full-time” teachers.

**ARTICLE V  
BASIC SCHEDULES AND RATES OF PAY**

**Section 1. Salary Schedules.**

The salary schedules of teachers covered by this Master Agreement are set forth in appendices A and B attached herewith, and are hereby incorporated as part of this Master Agreement.

A. Eligibility for Increments. Each teacher who worked more than one-half of the teacher duty days for the 2016-17 school year will be advanced one step on the salary schedule for the 2017-18 and 2018-19 school years, until the maximum step has been reached. There shall be no withholding of increments during the term of this agreement. Increments contained in the 2018-19 salary schedule will not be paid in the 2019-20 school year in the absence of an agreement between the parties covering the period from July 1, 2019 to June 30, 2021.

B. Recognition of Prior Experience. Full credit for teaching experience in other school systems shall be given at the discretion of the Executive Director.

C. National Certification. Any teacher who has achieved one of the following national certifications shall be paid an annual stipend of three hundred (\$300.00) dollars. This stipend shall not be considered part of the teacher’s annual salary. The teacher shall provide a copy of current certification prior to September 15 of each school year.

The following certifications shall apply:

National Board of Professional Teaching.

Guidance Counselors: LPC (Minnesota Board of Behavioral Health and Therapy-Licensed Professional Counselor).

Occupational Therapists: NBCOT (National Board for Certification in Occupational Therapy).

Physical Therapists: ABPTS-PCS (American Board of Physical Therapy Specialties-Pediatric Certified Specialist).

Psychologists: NASP-NCSP (National Association of School Psychologists-National Certified School Psychologist).

Social Workers: LSW, LGSW, LISW, or LICSW (Minnesota Board of Social Work-Licensed Social Worker, Licensed Graduate Social Worker, Licensed Independent Social Worker, or Licensed Independent Clinical Social Worker).

Speech Language Pathologists: ASHA-CCC-SLP (American Speech-Language-Hearing Association Certificate of Clinical Competence in Speech-Language Pathology).

Behavior Consultant: Board Certified Behavior Analyst (Behavior Analyst Certification Board).

## **ARTICLE VI INSURANCE**

### **Section 1. Group Insurance.**

During the term of this Contract, the Employer will purchase group insurance policies described in this Article as provided by law. The eligibility of an enrolled teacher for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage. It is further agreed that the Employer's only obligation under this Article is to make the premium payments as provided in this Contract, and no claim shall be made against the Employer in the event of a denial of insurance benefits by an insurance carrier.

Teachers regularly scheduled to work 20 or more hours per week shall be eligible for benefits described in this insurance Article. Teachers regularly scheduled to work less than 20 hours per week shall not be eligible for benefits described in this Article. The employer shall contribute toward the premiums for health and hospitalization and dental insurances on a pro-rata basis of the amounts listed in Sections 2 and 3 of Article VII for teachers regularly scheduled to work 20 to less than 30 hours per week (.5 FTE to less than .75 FTE). The contribution shall be prorated commensurate with the amount of time the teacher is regularly scheduled to work.

All insurance benefits shall commence on the first day of scheduled service and continue through the following August unless modified by a leave of absence or severance of employment prior to the close of the school year. The District shall continue its contribution toward the premium for health and hospitalization insurance for dependents of a deceased teacher for a period of six months after the teacher's death or until the contribution would have otherwise ceased, whichever is sooner, provided the deceased teacher was enrolled in family coverage at the time of death.

Substitute teachers working less than sixty (60) consecutive working days shall not be eligible for benefits described in this Article. When it is known in advance that a substitute teacher will be employed for sixty (60) consecutive working days or more, the teacher will receive a substitute contract and shall be eligible for insurance benefits as provided in this Agreement. Participation in the district's insurance benefits plans will cease effective on the last day of the month in which the last day was worked.

### **Section 2. Health and Hospitalization Insurance.**

During the term of this agreement, the Employer will contribute \$529.69 for single coverage or \$1,347.55 for family coverage toward the monthly premium for each teacher regularly scheduled to work 30 or more hours per week (.75 FTE or more) who qualifies for and is enrolled in coverage under the district medical and hospitalization insurance plan.

The effective date for employer contributions shall be January 1 of each year of the contract, subject to the duration of the Agreement as provided in Article XXII, Section 1.

Participation in the insurance program will be voluntary. Coverage shall be effective only upon enrollment of the individual teacher and the teacher's family. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum School Board contribution toward the type of coverage for which such teacher is enrolled.

### **Section 3. Dental Insurance.**

During the term of this agreement, the Employer will contribute \$28.20 for single coverage or \$64.34 for family coverage toward the monthly premium for each full-time teacher who qualifies for and is enrolled in coverage under the district dental insurance plan.

The effective date for employer contributions shall be January 1, 2017 to December 31, 2017 and January 1, 2018 to December 31, 2018 subject to the duration of the Agreement as provided in Article XXII, Section 1.

### **Section 4. Income Protection.**

The Employer will pay the full premium for each teacher who qualifies for and is enrolled in coverage under the district's long-term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings, including longevity.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the teacher's basic earnings. The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, teachers receiving long-term disability insurance benefits may continue in the district's group insurance plans at the teacher's expense. Benefit payments shall continue in accordance with federal regulations.

### **Section 5. Life Insurance.**

The Employer will provide group term life insurance coverage for each teacher who enrolls in the insurance plan in the amount of \$50,000.00. Each teacher may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the teacher through payroll deduction.

### **Section 6. Tax Deferred Accounts.**

All eligible teachers may participate in an IRS approved tax-deferred plan established pursuant to United States Public Law No. 98-370.

### **Section 7. Retirement Insurance.**

Teachers shall notify the District of their intent to retire by April 1.

The benefits outlined in this subdivision shall be available to regular teachers that work .50 FTE or more. Teachers must be actively working for the full school year to be eligible for the Health

Reimbursement Arrangement (HRA) contribution. Teachers on leave of absence during a school year will not be eligible for HRA contributions for that school year. The HRA contribution will not be prorated for partial school years worked with the following exception: teachers who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of teacher duty days in the school year during which they retire.

The district will set aside \$1,000.00 annually for all newly hired full-time teachers. Regular part-time teachers that work .50 FTE or more will receive a prorated portion of the contribution. The district contribution will be made in July following the preceding full school year of service. The district contribution will be deposited into a district reserved account on behalf of all eligible employees as outlined in this Article; however, all district contributions will remain district assets until eligible employees meet the district's vesting requirements. Teachers will become vested when they have at least 10 years of continuous service to the district, including District approved leaves of absence. For each year of service thereafter, the district will continue to deposit \$1,000.00 annually in the HRA account of all eligible full-time employees as outlined in this Article. The deposit for part-time teachers will be prorated to the FTE for which they are contracted. The district contributions will be made in July following the preceding full school year of service. The vested teacher will have access to his/her HRA account balance upon separation of employment.

#### **Section 8. Other Employer Insurance.**

Coverage will be available to a retired teacher who has group medical insurance available to him/her from another employer; however, such other employer's coverage shall be considered primary.

### **ARTICLE VII LEAVES**

#### **Section 1. Leave Allowance.**

- A. At the beginning of each school year each teacher employed half time or more will be granted a leave allowance the hourly equivalent of nine (9) days, prorated to the FTE portion of the teacher's individual contract, for absences without deduction from pay during such school year.
- B. Unused portions of a teacher's leave allowance may accumulate from one basic school year to the next to a maximum of two hundred (200) days.
- C. Number of days accumulated shall be available to all teachers via the employee self-serve system.
- D. Leave allowance will not apply, nor may it be earned or accumulated during any leave of absence, paid or unpaid, except as expressly provided in this Agreement

Sub 1. Sick Leave. Leave allowance may be used by a teacher for a necessary absence on a work day during the school year because of illness or injury of the employee or the employee's dependent child. Leave allowances are available for other individuals to the extent provided by Minnesota law or FMLA, and are not subject to the grievance procedure. This includes medically necessary appointments.

- A. A teacher may be notified in writing that, in order to qualify for future sick leave pay, a statement from a physician of the teacher's choice may be required.
- B. A teacher receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the teacher's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the teacher. In no event shall the additional compensation paid to the teacher result in the payment of total daily, weekly or monthly compensation in excess of such teacher's basic salary.
- C. Sick Leave for Part-time Teachers. Teachers employed less than 20 hours per week shall be eligible for four (4) days of sick leave per year, commensurate with the portion of the day worked, non-accumulative, for personal illness or injury. Leave allowances are available for other individuals to the extent provided by Minnesota law, and are not subject to the grievance procedure. Such teachers will not receive any other benefits provided under this Article.

Sub 2. Bereavement Leave: Up to a total of nine (9) days leave allowance per year may be used in case of bereavement leave. Bereavement leave may be used in the case of a death of family members or friends.

Exceptions to the above restrictions may be granted at the discretion of the Executive Director, or designee, depending upon the circumstances surrounding the leave.

Sub 3. Emergency Leave: Up to two (2) days of leave allowance may be used in the event of emergencies after a teacher's personal leave account has been exhausted. Teachers are eligible to use emergency leave when there are daycare closings that result in a teacher's dependent child not being cared for as planned, damage to a teacher's property, or assisting another in an emergency. Emergency leave will be deducted from an individual's sick leave allowance.

Sub 4. School Conference and Activities Leave: In accordance with the provisions of MS.181.9412, the District will provide each teacher with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Executive Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the teacher's leave allowance.

## **Section 2. Personal Leave and Short-term Leave of Absence.**

A teacher will be allowed three (3) days per year of personal leave, non-accumulative, without the necessity of prior administrative approval, but with at least three (3) days written notice via the District's substitute/leave reporting system except for emergency. These three days will not be deducted from the leave allowance.

With the exception of teacher preparation days where no cap will be in effect, personal leave for a particular day will be granted on the basis of the order such requests are received. The following



chart indicates the number of teachers eligible for personal leave by building for each eligible workday:

Alex: 2  
SUN: 1  
STEP: 1

Personal leave will not be granted during the first week or the last week of instructional days, or on an open house as referred to on the school calendar, staff development, or conference days, except in exceptional and unusual cases at the discretion of the Executive Director. Requests need not include reasons for the leave day except when the teacher is requesting an exception to the above regulations.

The Executive Director may approve a short term leave of absence beyond that specified herein for exceptional and unusual circumstances, which shall result in the withholding of pay as computed against the total number of teacher duty days in the contract year.

### **Section 3. General Leave of Absence.**

- A. Eligibility: The District, at its discretion, can grant a request for partial or full unpaid leaves of absence up to one year in duration for those who taught at least two years in the District.
- B. Requests: Leave requests are required to be submitted to the Executive Director by March 1st. Requests received after March 1st may be considered on an individual basis. Requests shall be subject to District approval, whose decision is binding. The School Board's decision may not be grieved.
- C. Reinstatement: A teacher has a right to be reinstated to a position for which the teacher is licensed (the teacher is not reinstated to a specific position or a specific site) at the beginning of any school year immediately following a year of General Leave, if the teacher notifies the District of his/her intent to return by March 1st preceding the school year in which the teacher is scheduled to return. Written notification of intent to return shall be delivered in person or by mail (US Mail or Interschool) to the Executive Director.
- D. Benefits: While on a General Leave of Absence, or while on an extended leave of absence granted pursuant to M.S. 122A.46, a teacher may continue participation in the insurance plans of the school district at the teacher's own expense.
- E. Seniority: Any teacher who is reinstated to a teaching position in the District shall retain seniority and continuing contract rights as though the teacher had been teaching in the District during the period of General Leave of Absence. The teacher is not reinstated to a specific position or a specific site and the time spent on leave does not determine steps taken on the matrix for the teacher's salary upon return.

### **Section 4. Child Care Leaves.**

Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those teachers that meet the current eligibility requirements of FMLA. Child care leaves for those

teachers that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy.

- A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the teacher for an extended period of time.
- B. A teacher making application for unpaid child care leave shall inform the principal in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The principal and the teacher will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the teacher shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 2 and long-term disability insurance under Article VI, Section 4, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph K.
- D. The school district may make moderate adjustments in the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - e.g., winter vacation, spring vacation, semester break or quarter break, end of reporting period, end of the school year, or the like.
- E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:
  - 1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.
  - 2) Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.
- F. A teacher returning from child care leave shall have a right to return to the teacher's original position as specified in the teacher's child care leave plan if the teacher's leave is commenced and concluded within the same school year or concluded prior to the first teacher duty day of the following school year. If a teacher's child care leave plan does not call for the teacher's return within the year it is commenced, a teacher shall have the right to be returned to an equivalent contractual position, subject to the unrequested leave of absence procedure of Article XII and transfer procedures in Article XIII.
- G. Failure of the teacher to return pursuant to the date determined under this Section shall constitute the failure to teach without first securing a release which is a ground for immediate discharge unless the school district and the teacher mutually agree to an extension in the leave.

- H. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall accrue additional experience credit or leave time during the period of absence for child care leave, if the leave commences and ends within the same school year. Experience credit for any subsequent leaves for the same child shall be in accordance with Article V, Section 1, Item A.
- I. Child care leave shall be without pay. The school district shall continue its contribution for group insurance as specified in Article VI for a teacher on child care leave through the following August. Thereafter, a teacher may continue participation for the remainder of the leave, or subsequent child care leaves for the same child, in the insurance plans of the School District at the teacher's own expense.
- J. Up to ten (10) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.
- K. Up to five (5) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave.

#### **Section 5. Jury Duty.**

For any teacher who is required to serve as a juror, the Employer will make up the difference between such teacher's basic salary and the fees (but not reimbursed expenses) received by the teacher. In order to be eligible for this supplement, the teacher must submit to the business office an itemized certification of fees and expenses for jury duty. Advance notice to the building principal is required to permit the scheduling of a substitute. A teacher is also required to notify the building principal immediately upon being excused from jury duty. If excused from jury duty prior to noon on the duty day, the teacher will return to duty.

### **ARTICLE VIII HOURS OF SERVICE**

#### **Section 1. Basic Day.**

The basic teacher's day, inclusive of a 25 minute "duty free" lunch, shall be eight hours. Part-time teachers shall have responsibilities in proportion to their contracts: e.g., a teacher with a 3/5 contract is responsible for up to 24 hours of service per week. Part-time teachers working half-time or more will receive a 25 minute duty free lunch period. All part-time teachers will receive pro-rated prep time and non-instruction time within their duty time calculation.

#### **Section 2. Building Hours.**

Under normal circumstances, the building hours for the Basic Day shall be from 7:30 a.m. to 3:30 p.m. with a duty free lunch and a preparation period. The specific hours at any individual building may vary according to the need of the educational program of the school district. The School Board retains the right to set different hours for each building after conferring with the exclusive representative, and has, after such a conference, specifically retained the ability to alter the starting and ending times of the basic work day by up to 45 minutes, not to exceed eight (8) hours per day. Teacher requests for flex time of up to 60 minutes may be approved at the discretion of the

building administrator. Teachers may leave the building on Friday afternoon after the students have left the buildings. The building principal may extend dismissal of staff on Friday for good and sufficient reason after conferring concerning the agenda with the building representative and consistent with the provisions of Article IX, Section 3C.

### **Section 3. Preparation Time.**

- A. The School Board recognizes that the teachers use part of their time at home as additional preparation time.
- B. Each full-time teacher shall have an uninterrupted period during the school day for preparation. Such preparation time shall be scheduled in one or two uninterrupted time blocks during the student contact day, except when scheduled differently by mutual agreement between the individual teacher and school administration. Preparation time for part-time teachers shall be prorated. The word “uninterrupted” shall not prevent ordinary professional communications.
- C. In addition to B above, any unscheduled time between the hours of 7:30 a.m. and 3:30 p.m. shall be considered preparation time. Administrators may require attendance of building faculty members at one meeting not to exceed one hour per week scheduled during the preparation period.
- D. School District procedures for attendance in the classroom while a special teacher has charge of the class shall be clearly defined in School District policies. In the absence of such a policy, classroom attendance shall be up to the discretion of the classroom teacher. This policy shall be subject to the grievance procedure.

### **Section 4. Extended School Year.**

During the extended school year programming, four hours of pre-planning, meeting time/in-service will be allowed. One (1) hour of post-planning time will be allowed. Additional post-planning time may be granted at the Executive Director’s discretion. Additionally, 15 minutes of preparation time shall be provided per hour of student contact time on student contact days.

### **Section 5. Stretch Calendar.**

A stretch calendar is defined as a school year calendar from July 1 to June 30 of a given year. Teachers serving as itinerant staff (ie: Occupational Therapy, Physical Therapy, Speech/Language) will have an opportunity to work collaboratively with the Executive Director to create the best individual stretch calendar for that teacher and the children they service. Any adjustments to assignments will be communicated with and approved by the Director.

### **Section 6. Due Process Duties.**

The Education District will offer four (4) Due Process Nights per year at four (4) hours each with an additional eight (8) hours that can be flexed for teachers to complete due process responsibilities required in conjunction with their special education caseloads. This due process time shall be used to meet district, state, and federal special education reporting requirements, which are not related to daily instructional preparation. Staff will be paid at their hourly rate for time worked in relation to this

subdivision. Documentation of the time will be recorded and turned in to the Executive Director by the scheduled due date of the pay period.

## **ARTICLE IX LENGTH OF THE SCHOOL YEAR**

### **Section 1. Teacher Duty Days.**

Pursuant to M.S. 120A.40, the School Board shall, prior to April 1 of each school year, determine the number of school days and teacher duty days for the next school year. Each teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the school district is authorized to conduct school. The school year shall include not more than 191 teacher duty days (exclusive of holidays and Education Minnesota Professional Conference Days). The School Board shall adopt the calendar for the succeeding school year indicating the placement of the above days prior to April 1.

When scheduled by the School District, a teacher preparation day is intended to allow teachers to complete necessary work away from the presence of students. Required building-wide and district-wide meetings will not be scheduled during this time. Teacher preparation days cannot be converted to staff development days or student contact days. A total of four teacher preparation days will be included in each school calendar.

### **Section 2. Inclement Weather**

When schools are closed because of inclement weather, teachers shall be expected to report for duty or complete five (5) hours of alternative professional activities that have been approved by the Executive Director.

Teachers reporting after 9:00AM shall work until the full regular hours are worked and shall be paid for the full day.

Teachers who are unable to report or who do so after 11:00AM may arrange with the building administrator to make up for the time missed or select to use personal leave.

Teachers electing to complete the alternative professional activities shall complete the activities within thirty (30) days of the school closing date. The approved activities shall be listed in the procedures manual.

### **Section 3. Emergency Closings and Rescheduling of Teacher Duty Days and Hours.**

In the event of any emergency, school may be closed at the discretion of the Executive Director. Upon the recommendation of the Executive Director, and approval by the School Board, teacher duty days and school days may be rescheduled, building hours may be changed, and the length of the basic teacher's day may be adjusted; provided, however, that the School Board shall not increase the total duty time per week required of a teacher. Such changes shall be discussed with the exclusive representative prior to final action by the School Board. For the purpose of this Section an "emergency" shall include, but shall not be limited to, unusually severe weather in which the Executive Director closes the District, mechanical failure of essential equipment affecting the comfort and safety of pupils and teachers, epidemic or widespread illness, severe energy shortages, or damage to building by fire or water, etc., work stoppages by other employee groups. The first two

student days lost because of emergency closings will not be rescheduled. After the first two student day cancellations, the District may reschedule cancelled student days, with the approval of the School Board. Teacher work days lost because of emergency closing will not be made up, but other teacher duty days may be made up upon recommendation by the Executive Director and approval by the School Board. All leaves scheduled for a day cancelled by the District will be returned to the employee's corresponding leave account.

**ARTICLE X  
DUES CHECK-OFF AND FAIR SHARE FEE**

**Section 1. Dues Check-Off.**

The School Board agrees to deduct dues for membership in the Association and such other deductions as are mutually agreed by the Association and the School District for any individual teacher who has authorized such check-offs on the following form:

|   |                           |                |
|---|---------------------------|----------------|
| <b>DUES DEDUCTION AUTHORIZATION FORM</b>  |                           |                |
| NAME: _____   |                           |                |
| Last  | First                     | Middle Initial |
| School and/or Department: _____   |                           |                |
| <p>I hereby request and authorize Independent School District No. 6094, to deduct from my earnings and deposit to the credit of the 6094 Education Association an amount sufficient to provide for regular payment of the current rate of membership dues as certified by the 6094 Education Association. This authorization is revocable by me only upon thirty (30) days written notice to Independent School District No. 6094 on authorized forms, with due notice to the Association, or upon termination of my employment. I hereby waive all right and claim for said monies so deducted and deposited in accordance with this authorization, and relieve Independent School District No. 6094 and all its officers from any liability therefor.</p> |                           |                |
| Date: _____   | Employee Signature: _____ |                |
| Social Security No. _____   |                           |                |

Dues deductions will be made in equal amounts from each regular salary check of the teacher for eight months, beginning in October and ending with May. The dues check-off authorization shall continue in effect until revoked in writing as specified therein. One week prior to the October payroll cut-off, the Association shall furnish the business office with a list of the appropriate deductions for each member. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following May.

## **Section 2. Fair Share Fee.**

Any teacher who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher may not exceed an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The Association shall notify the business office, the Director of the Bureau of Mediation Services, and each teacher of the amount of the fair share fee, and shall certify that such fair share fee conforms to the requirements of the PELRA.

A fair share fee deduction will be made for an individual teacher upon written notice by the Association to the business office that such teacher is not a member of the Association. The School Board will thereafter make deductions of the fair share fee from each paycheck occurring thirty (30) days or more subsequent to such written notice. The Association shall notify the business office in writing within ten (10) days after any teacher subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such teacher will thereafter be made.

Any dispute as to the validity of the fair share fee deductions shall be solely between the Association and the individual teacher involved. The Association hereby warrants and covenants that it will defend, indemnify, and save the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, 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 provided herein.

## **ARTICLE XI TRAVEL**

### **Section 1. Mileage.**

Necessary and approved transportation required of any teacher in the performance of school duties shall be at the expense of the School District. The mileage reimbursement rate for affected employees shall be the rate established by the IRS, and any change in rate will be effective the first of the month following the announcement of the new rate.

### **Section 2. Attendance at Meetings Outside the District.**

Attendance of teachers at national and state meetings outside the district will be subject to the availability of funds in the teacher travel budget as may be set by the School Board, which shall be separately stated from the travel budget for administrators. Such travel must be approved in advance by the appropriate building principal. Priority for the use of such funds should go to teachers who are officers in their respective professional groups or who must participate actively in a meeting.

## ARTICLE XII UNREQUESTED LEAVE OF ABSENCE

### Section 1. Purpose.

The purpose of this Article is to set forth a procedure for unrequested leave of absence without pay or benefits for as many non-probationary teachers as defined in M.S. 122A.40 as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. This Article has been agreed upon by the School Board pursuant to the provisions of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 and case law stemming from M.S. 122A.40, subd. 10 and 11 shall not be applicable to any teacher included in the appropriate unit. Nothing in this Article shall be construed to limit or impair the rights of any individual who is not included in the appropriate unit represented by the Association.

### Section 2. Definitions.

For purposes of this Article, the following terms shall be defined as follows:

"Teacher" means a non-probationary "teacher" as defined in M.S. 122A.40 who has a valid license to teach in Minnesota.

"Subject matter or field" shall mean a specific subject area and grade level licensed by the Minnesota Board of Teaching for which specific licensing criteria have been set.

"License" shall mean license issued by the Minnesota Board of Teaching, and shall include only licenses actually on file in the District Office as of November 1.

"Qualified" shall mean the teacher must either have attained a college degree within the previous four (4) years, completed at least one year of actual teaching experience in the subject matter or field, or agree to complete a reasonable program of refresher training in such subject matter or field.

### Section 3. Seniority Date.

Seniority shall be based upon continuous and unbroken employment with Independent School District No. 6094 from most recent date of contracted service, including periods of employment with the district outside the appropriate unit and periods of authorized leave of absence. Upon completion of the probationary period, each teacher employed under individual written contract pursuant to M.S. 122A.40 will be assigned a seniority date retroactive to the first day of actual service for the district during the regular school year pursuant to such individual contract. Services performed outside the regular school year for additional compensation (except for regular teaching service performed for extra weeks) shall not be considered in the establishment of a teacher's seniority date. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated without actual interruption of regular service.

### Section 4. Seniority List.

On or before November 15 of each year, the district shall prepare from its records a seniority list, in order of seniority date, which shall contain the seniority date, name and area(s) of licensing for each



teacher as shown by licenses on file in the district office as of November 1 of said year, and current employment status (i.e., whether on leave, including specification of type and length of leave). Teachers with identical seniority dates will be listed in the order of their lane placement approved by the School Board as of the date of preparation of the seniority list: the teacher approved for the highest lane placement as of the date of preparation of the seniority list, will be listed first. In the event of a continuing tie, the teacher with the lower license number will be senior. The School Board will provide one (1) copy of the seniority list to the Association and will post one (1) copy of the seniority list in each school building on or before November 15 of each year. Any teacher may challenge the correctness of the information contained in the posted seniority list by filing a written grievance with the Executive Director. In the absence of a grievance filed within twenty (20) calendar days from the date of posting, the posted seniority list will be conclusively deemed to be correct.

#### **Section 5. Unrequested Leave of Absence.**

The School Board may place on unrequested leave of absence 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.

#### **Section 6. Placement on Unrequested Leave.**

In the reduction of staff in any subject matter or field, probationary teachers shall be non-renewed before teachers with continuing contract rights are placed on unrequested leave of absence. Among teachers with continuing contract rights, the qualified teacher who is lowest on the seniority list shall be the first full-time teacher placed on unrequested leave of absence. Any teacher placed on unrequested leave of absence pursuant to this Section shall be notified in writing of such unrequested leave of absence. The school district will assume when completing the process of proposing teachers for unrequested leave that teachers possessing "bumping" rights will exercise these rights unless they have previously notified the school district to the contrary in writing, subject to the following conditions:

- A. The teacher exercising bumping rights must be higher on the seniority list than a teacher being displaced.
- B. A teacher with a temporary, limited or provisional license may not displace any teacher with a major in such subject matter or field of licensure.
- C. Teachers who have previously taught full-time for the district but whose contracts have been voluntarily reduced through an approved leave of absence, or involuntarily reduced and who still retain recall rights to a full-time position under Sections 8 and 9 of this Article may displace a junior full-time teacher. The District has the discretion to provide full or part-time leaves of absence for a definite duration.
- D. A full-time teacher who has been placed on unrequested leave shall have recall rights to a lesser position but acceptance of a lesser position shall not jeopardize rights to a full-time position equivalent to that previously held.

## **Section 7. Status While on Leave.**

An unrequested leave of absence shall be effective as of the last duty day of the regular school year as per the school calendar, or at such earlier time as mutually agreed between the School Board and the individual teacher even though the date for final notice of placement on ULA is June 30. A teacher on such leave may engage in teaching or any other occupation during the period of such leave, and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Compensation Act.

## **Section 8. Recall.**

Subd. 1. No new teacher shall be employed by the School Board in any position while there is available, on unrequested leave of absence, a teacher who is properly qualified to fill the vacant position. A teacher placed on unrequested leave of absence shall be recalled, as positions become available, to the position from which such teacher was placed on leave, or if not available, to any other position for which such teacher is qualified. If a teacher is offered a contract which results in less than the original employment, the teacher shall not be required to accept the position and this shall not jeopardize the teacher's right to recall to original status. Reinstatement shall be in the inverse order of placement on leave: the last teacher placed on unrequested leave of absence who is qualified for the position shall be the first recalled.

Subd. 2. The School Board may send out multiple letters of recall for a single vacancy, inquiring whether the teachers notified are willing to accept recall to the vacant position if those teachers with superior recall rights do not accept recall to a position. Notice of recall by the School Board shall be complete upon mailing such notice by certified mail addressed to the last known address provided by the teacher.

Subd. 3. Prior to August 1, a teacher accepting or rejecting recall shall respond within ten (10) calendar days of notice as to whether or not he/she will accept such position. Failure to reply within such ten (10) calendar days period shall constitute a waiver on the part of such teacher regarding the position(s) offered and shall constitute waiver on the part of that teacher to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights.

If notice of any available position is given to any teacher on or after August 1 of any school year, such teacher must respond within seven (7) calendar days and may decline the recall without waiving his/her rights to further employment or reinstatement and shall maintain his/her seniority date without interruption. Failure to reply within such seven (7) calendar days period shall constitute a waiver on the part of such teacher regarding the position(s) offered and shall constitute waiver on the part of that teacher to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights.

## **Section 9. Termination of Rights.**

A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

- A. Resignation;
- B. Retirement;

- C. Discharge or termination of contract;
- D. Failure to return at the expiration of a leave of absence;
- E. Failure to give written notification of willingness to accept recall to a position equivalent to that from which the teacher is on unrequested leave of absence within the time limits established under Section 8. In the event that a teacher has signed a teaching contract with another school district prior to recall and the School Board of that district notifies the Cannon Valley Special Education Cooperative in writing of its refusal to release the teacher from the contract, the teacher will be allowed to defer recall for the next school year or the remainder of the school year without termination of rights under this section.
- F. The expiration of five (5) years from the effective date of an unrequested leave of absence without recall.

#### **Section 10. Doctrine of Strand.**

The doctrine of the Strand Case, and other case law stemming from M.S. 122A.40, subd. 10 and 11, as enunciated by the Minnesota Court of Appeals and the Minnesota Supreme Court shall not be applied in the administration of this Article. The School District shall not be required to transfer a senior teacher to a different assignment involving another area of licensure in order to accommodate the seniority claim of a less senior teacher during the process of layoff or recall.

#### **Section 11. Continuation of Insurance.**

The School District shall provide insurance benefits as provided in Article VI until the following August 31 to all teachers who are placed on unrequested leave of absence according to the provisions of this Article. A teacher shall not be eligible for benefits while on unrequested leave of absence except as provided by law.

#### **Section 12. Concurrent Leaves.**

An unrequested leave of absence may run concurrently with any other leave granted in accordance with this Master Contract or in accordance with Minnesota Law.

### **ARTICLE XIII VACANCIES AND TRANSFERS**

#### **Section 1. Requests for Transfer.**

On an annual basis, the School Board will provide an opportunity for teachers to formally request a transfer to any teaching position(s) in the District for which they are properly licensed. The School Board reserves its management right of selection and direction of employees, but shall give written notice to each teacher whose request for transfer is denied.

#### **Section 2. Vacancies.**

The School Board will post notices for vacant teaching positions. Any teacher may apply for transfer to any posted position for which such teacher is licensed by completing the District's internal

application process within five (5) working days from the date of posting. The School Board shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching position. The School Board reserves its management right of selection and direction of employees, but shall give written notice to each teacher whose application for voluntary transfer to a posted position is denied.

### **Section 3. Involuntary Transfers.**

The School Board shall give written notice to a teacher being involuntarily transferred to another school building.

### **Section 4. Assignments.**

The School District will make an effort to post all teaching assignments for the following school year ten (10) working days before the last teacher duty day. When reassignments involving moving are initiated by the District, the teacher shall be paid a moving reimbursement as outlined in Schedule C of this Master Agreement.

### **Section 5. Grievances.**

A teacher who desires a written statement of reasons for his or her involuntary transfer or denial of his or her application for voluntary transfer to a posted position shall make a written request for such statement of reasons to the Executive Director within five (5) working days after receiving notice of the denial or transfer. Such written statement of reasons shall be given to the teacher within five (5) working days following a timely request. Any teacher may file a formal policy grievance over the statement of reasons given to such teacher for an involuntary transfer or denial of a voluntary transfer within twenty (20) working days after receipt of the statement of reasons, but such grievance shall not be subject to arbitration.

## **ARTICLE XIV LONGEVITY**

**Section 1.** After five (5) years of employment as a teacher within the Cooperative a teacher shall receive a career increment totaling \$1,500.00 per year.

**Section 2.** After ten (10) years of employment as a teacher within the Cooperative a teacher shall receive a career increment totaling \$3,000.00 per year.

**Section 3.** After fifteen (15) years of employment as a teacher within the Cooperative a teacher shall receive a career increment totaling \$5,000.00 per year.

School years during which a teacher has been on any type of leave of absence for which step increments are not granted shall not be counted as a year of employment for the purposes of determining longevity eligibility. Longevity amounts shall be prorated to the FTE portion of the teacher's individual contract.

**Section 4.** Teachers employed during the school year of 2016-2017 shall receive the credit for the year they were employed by Northfield Public Schools and assigned to the Cooperative.

**Section 5.** This stipend shall not be considered part of the teacher’s annual salary and is not negotiated within the salary schedule.

**ARTICLE XV  
MATCHING 403(b) TAX DEFERRED PLAN**

**Section 1. Eligibility.**

Teachers shall be eligible for a matching contribution by the School District to a 403(b) tax-deferred plan beginning with the school year in which they become non-probationary in the Cannon Valley Special Education Cooperative and in accordance with applicable state and federal laws, rules and regulations, according to the provisions of subdivisions 1 through 4 below.

Subd. 1. Each year by October 1, eligible teachers who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax-deferred plan. In a year in which a teacher makes no contribution, the District shall likewise make no contribution to that teacher’s account.

Subd. 2. The School District will match a teacher’s contribution to a 403(b) tax-deferred plan according to and up to the maximum amounts on the following schedule. For teachers who work less than full time, the district matching contribution will be prorated accordingly.

| Years of Completed Teaching Experience in CVSEC | Maximum Annual School District Matching Contribution |
|---|--|
| 1-6 years                                       | \$500.00   |
| 7-17 years                                      | \$1,000.00   |
| 18 years or more                                | \$2,000.00   |

Teachers employed during the school year of 2016-2017 shall receive the credit for the year they were employed by Northfield Public Schools but working at Cannon Valley Special Education Cooperative programs.

Subd. 3. Teachers on leave of absence for one or more years may not participate in the District’s matching 403(b) tax-deferred plan while on leave.

Subd. 4. Tax deferred accounts shall be opened with an approved vendor. The District approved vendor list is available from the District Office. Matching contributions made by the School District will continue until the total matching contribution made by the School District for the eligible teacher reaches \$25,000.

**ARTICLE XVI  
Lane Change Procedures**

**Section 1. Lane Change Procedures.**

- A. A teacher who qualifies for a higher salary education classification will be placed upon the higher schedule based on recommendations by the Executive Director. Individual contracts will be modified prospectively to reflect qualified lane changes in accordance with the following procedures. Undeclared credits earned prior to initial employment may not be used to attain subsequent lane advancement. To insure that the applicant is

informed that undeclared credits earned prior to initial employment may not be used to attain subsequent lane advancement, both applicant and Executive Director shall sign “Declaration of Credits by New Teacher” form. Copies of this form shall then be placed in applicant’s permanent file.

To insure that the applicant receives lane advancement for credits earned after the date of initial employment, the applicant shall be given a copy of the “Application for Lane Change” during the hiring process. A teacher applying for a lane change shall submit a completed copy of this form to the Executive Director.

- B. When a teacher requests a lane change, a complete transcript of college credits and a list of approved local credits in quarter hours shall be submitted (credits which apply to the particular lane change) to the Executive Director before the beginning of the following semester.
- C. Cut Off Dates. The cut-off dates when teachers must submit intentions to change lanes for the upcoming semester are published yearly.
- D. Written Statements. Teachers who intend to make any kind of changes in professional status should be sure they secure the proper forms and submit them before the published deadlines.

## **Section 2. Guidelines for the Continuing Professional Growth Program.**

### **A. General Policies**

- a. Credit may be earned by staff members through study initiated for one or more of the following purposes:
  - 1) Increasing the depth of preparation in areas of specialization.
  - 2) Broadening of liberal education in areas related to field of specialization.
  - 3) Acquiring new skills and/or knowledge related to current developments and scholarship in field of specialization.
  - 4) Increasing knowledge of educational methods, philosophy, child development, and psychology.
  - 5) Preparation for new responsibilities in the District that have been or will be assigned.
- b. All credits earned after a bachelor’s degree has been granted, and that are in education, in the particular teacher’s field, or in a related field will be evaluated by the Executive Director.
- c. Local credits will be evaluated by the Executive Director.
- d. Only those credits earned after a degree and a teaching license has been granted shall be applicable to the next lane. After the B.A. or M.A. has been granted and validated by the college, future credits earned are applied to the next lane change.

B. Kinds of credits to be considered for evaluation.

- a. Local credits might include in-service training, travel, curriculum writing, technical workshops, conferences, or other personally requested types of activities.
- b. College/University credits might include graduate credits, undergraduate credits, or degree program credits.
- c. Technical College credits must meet the same criteria as college or local credit. It is the intent that these credits be granted for increasing skills that improve an instructor's technical competencies in the areas of his/her teaching assignment.

C. The requirements for local credit would be as follows:

- a. In-service courses or workshops must have the approval of the Executive Director prior to offering the course to ensure that credit will be granted.
  - 1) This includes instructors (leaders) and participants attending courses or workshops outside the school day who do not receive a stipend or are not otherwise compensated by the school district for their time.
  - 2) Instructors will receive local credits only once for the same course and then only if not paid for service.
- b. The instructor of the course must certify the proficiency of the applicant for the records to be eligible. The instructor may earn credits by declaring the amount of time spent instructing during the workshops as well as his or her preparation time. A minimum of fifteen (15) hours combined class and out-of-class work as an instructor or leader is deemed sufficient to equal one local credit.
- c. Persons wishing to take local credits should receive the approval of the Executive Director.
- d. The norm for course credits or technical workshop credits is as follows:
  - One (1) credit: A minimum of 15 hours combined class and out-of-class work.
  - Two (2) credits: A minimum of 30 hours combined class and out-of class work.
- e. Allowances for special projects or other course-related activities will be evaluated individually. These would include evaluation for activities not specified or of a shorter duration such as travel, conferences, curriculum work, etc. No more than a career total of six (6) credits for travel shall be allowed for any individual teacher.
- f. No more than four (4) local credits shall be applied within any given lane, except for technical workshop credits, where all credits approved by the Executive Director shall apply.
- g. When local credits are taken during the same quarter as college credits which complete a degree, they may be applied to the next lane when approved by the Executive Director.

- h. Local credits once committed to a particular lane may not be transferred to a different lane at a later date.
- i. A certificate will be issued by the instructor or administrator at the completion of workshop or coursework for local credit. Members are required to retain these certificates in their professional growth files.

## **ARTICLE XVII PROTECTIVE CLOTHING**

### **Section 1. Payments.**

The School District shall provide protective clothing and protective eyewear for teachers in classes that require other than the ordinary clothing. The District shall also provide for the laundering and/or cleaning of such clothing. The maximum annual amount per eligible employee is \$500.00.

### **Section 2. Request for Reimbursement of Personal Affects**

The School District will provide the "Request for Reimbursement of Personal Affects" form to be completed by staff should any personal item be damaged by a student or while performing assigned duties. A copy of the receipt replacing or repairing the item will be submitted to the Executive Director within thirty (30) days of the damage. Approval of payment shall be determined by the Executive Director. The maximum per incident amount per eligible employee is \$100.00. The maximum reimbursement amount for prescription glasses per incident per eligible employee is \$300.00.

## **ARTICLE XVIII SALARY CHECKS**

### **Section 1. Salary Payments and Deductions.**

Salary payments will be electronically deposited twice per month on or before the 15th and 30th of each month commencing each contract year in the month of September. In most instances electronic payments will be deposited on the Friday prior to those dates if they fall on a weekend. The Business Office will annually electronically publish a list of payroll dates for the ensuing contract year.

Teachers will be paid on a 24 payment basis with equal amounts paid beginning September 15. Payment for additional work will be made as reported by building administrators.

## **ARTICLE XIX MEET AND CONFER PROCEDURES**

### **Section 1. Meet and Confer Items.**

The School Board and the Association mutually recognize that the PELRA provides for the establishment of procedures whereby the parties may meet and confer on educational policies of the district and on matters relating to the terms and conditions of employment in addition to the terms and conditions specifically set forth in this Agreement.



## **Section 2. Meet and Confer Committee.**

In order to comply with the spirit and intent of the PELRA, the parties hereby establish a Meet and Confer Committee to which all matters subject to the meet and confer process shall be referred; provided, however, that matters appropriate for consideration by the Staff Advisory Council should be deferred to the Council. The Meet and Confer Committee shall be composed of four (4) members appointed by the School Board at least one of whom shall be a School Board member, and four (4) members appointed by the Association. The Meet and Confer Committee shall meet at the request of either party, but no less often than once every four months.

Any grievances with respect to such policies shall be policy grievances and shall not be subject to arbitration. The teacher handbook for each building shall be reviewed with the Association building representative prior to its presentation to the staff during workshop.

## **ARTICLE XX GRIEVANCE PROCEDURE**

### **Section 1. Definitions.**

**Contract Grievance:** A claim by a teacher, group of teachers, or the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of this Contract.

**Policy Grievance:** Any dispute or disagreement as to the interpretation or application of any term or terms of other established policies, rules, or regulations of the Employer. A policy grievance may be processed through the grievance procedure to the level of the School Board, but shall not be subject to arbitration.

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

**Service and Filing:** The filing or service of any notice or document herein shall be timely if it is personally served or if it is sent by certified mail postmarked by the United States Postal Service within the time period.

**Reduced to Writing:** "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. The District has a grievance form for this purpose (see Exhibit D), copies of which are available in the office of each building principal. The grievance form must be signed by the grieving teacher (or one of a group of grieving teachers) and by a duly authorized representative of the Association (even if the teacher does not wish to be represented by the Association). All subsequent processing of the grievance should ordinarily use the original grievance form.

**Answer:** "Answer" means a concise response outlining the School Board's position on the grievance.

**Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the day on which the act, event or default for which the designated time period begins to run shall not be counted. If the last day of the period so computed falls on a day within the regular school year which is not a teacher duty day, that day shall not be counted and the period shall run until the end of the next teacher duty day. If the last day of the period so computed falls outside the

regular school year on a Saturday, a Sunday, or a legal holiday, that day shall not be counted and the period shall run until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

## **Section 2. Level I.**

Before filing a formal grievance, the teacher shall first discuss the alleged grievance with his/her building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis within the same conference.

A formal grievance is initiated at Level I when it is reduced to writing on the grievance form ("Exhibit D") and served on the building administrator or other immediate supervisor. The building administrator or other immediate supervisor must be served within twenty (20) days after the grievance occurred or twenty (20) days after the teacher knew, or through the exercise of reasonable diligence should have known, of the occurrence giving rise to the grievance. The teacher filing a formal grievance shall also serve a copy on the Association.

The building administrator or other representative of the Employer shall, within five (5) days after receipt of the written grievance, meet with and serve on the grievant and the Association a written statement of the disposition of the grievance.

## **Section 3. Level II.**

If a grievance is not satisfactorily resolved at Level I, it may be appealed to Level II by serving a notice of appeal on the Executive Director within five (5) days after receipt of the written disposition of the grievance at Level I. A formal grievance involving teachers in more than one building may also be initiated by the Association at Level II by reducing it to writing on the grievance form ("Exhibit D") and serving it on the Executive Director within twenty (20) days after the grievance occurred or twenty (20) days after the Association knew, or through the exercise of reasonable diligence should have known of the occurrence giving rise to the grievance.

The Executive Director or his/her designee shall meet with the grievant and/or Association within ten (10) days after receipt of an appeal of a grievance from Level I or a grievance initiated at Level II. The Executive Director or his/her designee shall, within five (5) days of such meeting, serve on the grievant and the Association a written statement of the disposition of the grievance at Level II.

## **Section 4. Level III.**

If a grievance is not satisfactorily resolved at Level II, it may be appealed to Level III by serving a notice of appeal on the Clerk of the School Board within five (5) days after receipt of the written disposition of the grievance at Level II. Such notice of appeal shall include a copy of the written statement of the grievance and the answers at Level I and Level II.

The School Board shall meet with the grievant and the Association within ten (10) days after receipt of the notice of appeal, or by the date of its next regular board meeting, whichever is later. In the case of a grievance involving a group of teachers, such meeting need include only the Association and the School Board.

The School Board shall, within ten (10) days of such meeting, serve on the grievant and the Association a written statement of the disposition of the grievance at Level III.

## Section 5. Level IV.

The Association may submit to arbitration any contract grievance that has been properly processed through Level III of the grievance procedure. The Association must file with the Executive Director and Bureau of Mediation Services a written notice of intention to arbitrate not more than fifteen (15) days after the written disposition of the grievance at Level III.

The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request from the Bureau of Mediation Services, a list of arbitrators selected by the Commissioner, providing such request is made within fifteen (15) days after request for arbitration. Upon receipt of the list of arbitrators, the School District and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

Upon appointment of the arbitrator, the teacher(s) or the exclusive representative shall within five (5) days after the notice of appointment forward to the arbitrator, with a copy to the School Board, the substance of the grievance that shall include the following:

- 1) The issues involved.
- 2) Statement of the facts.
- 3) Position of the grievant.
- 4) The written documents developed in the first three levels of the grievance procedure.

The School Board is to make a similar submission of information it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the teacher(s) or the exclusive representative.

The Board and the exclusive representative shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which cause a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared if mutually agreeable) any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Processing of all grievances shall occur after the close of the student contact portion of the teacher's workday whenever possible. If this is not possible, teachers shall not lose wages, subject to the limitation in Article IV, Section 8, during their necessary participation in the grievance proceeding on the following basis:

- A. The number of teachers participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the School Board;  
or
- B. If the number of said administrative representatives participating on behalf of the School Board is less than three, three teachers may participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the School Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or teacher.

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

#### **Section 6. Time Limits.**

In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

#### **Section 7. Contract Expiration.**

Notwithstanding the expiration of this contract, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

#### **Section 8. No Reprisals.**

No reprisals of any kind shall be taken by the Board or the School Administration against any teacher because of his/her participation or refusal to participate in this grievance procedure.

#### **Section 9. Representation.**

Any teacher or the Employer may be represented at any stage of this grievance procedure by any person(s) or agent(s) designated by such party to act in his/her behalf. The Association shall have the right to have a representative present and to express its position at any meeting for the adjustment of grievances under this Contract.

**ARTICLE XXI  
DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge.**

No teacher shall be disciplined without just cause. School District actions regarding discharge shall be governed by Mn Stat. 122A.40.

**Section 2. Corrective Discipline.**

Subd. A. Objective. A step in just cause disciplinary situations is a teacher/supervisor conference where the teacher has the opportunity to provide the teacher's side of the situation.

Subd. B. Representation. Both the teacher and the school district are entitled to be represented at all levels of this disciplinary process.

Subd. C. Written Reprimand. If the Supervisor believes that a written reprimand is necessary, and having provided the teacher with the opportunity for the teacher to provide an explanation regarding the circumstances, the Supervisor will provide a copy of the reprimand to the teacher.

Subd. D. Suspension. If the District decides that a suspension is appropriate, the length of the suspension will be appropriate to the infraction or misconduct under the circumstances of the situation.

Subd. E. Progressive Discipline. The school district intends to follow a policy of progressive discipline with its employees, but reserves its right to decide the level of discipline it deems appropriate. The normal sequence of discipline would be:

- 1) Oral reprimand;
- 2) Written reprimand;
- 3) Suspension without pay.

The relative seriousness of the matter will determine at what level disciplinary action is commenced. The District may, in its discretion, suspend a teacher with pay pending an investigation.

Subd. F. Appeal. The employee may request review of the school district's decision through the grievance procedure. At the employee's option, the matter may be submitted directly to arbitration pursuant to Section 5 of the grievance procedure.

**ARTICLE XXII  
DURATION**

**Section 1. Term and Reopening Negotiations.**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, it shall give written notice of

such intent no later than May 1, 2017. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

## **Section 2. Effect.**

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

## **Section 3. Finality.**

Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

## **Section 4. Severability.**

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

## **Section 5. Individual Contracts.**

All teachers except occasional substitutes will be initially employed by written individual contracts. Any individual contract between the School District and an individual teacher, heretofore executed, will be subject to and consistent with the terms and conditions of this Master Agreement. If an individual contract contains any language inconsistent with the Master Agreement, this Master Agreement during its duration shall be controlling. Any individual contract hereafter executed will be in the form provided in Appendix E. Extensions or renewals of individual contracts may be by written notice of assignment.

## **ARTICLE XXIII TEACHER RETIREMENT**

Teachers planning on retiring from Cannon Valley Special Education Cooperative shall notify the District by April 1 of the year in which they plan on retiring.

**SCHEDULE A  
2017-2018 SALARY SCHEDULE**

|    | BA       | BA+15    | BA+30    | BA+45    | MA       | MA+15    | MA+30    | MA+45/Ed.S |
|----|----------|----------|----------|----------|----------|----------|----------|------------|
| 1  | \$41,500 | \$42,849 | \$44,242 | \$45,680 | \$47,165 | \$48,698 | \$50,281 | \$51,915   |
| 2  | \$42,745 | \$44,134 | \$45,680 | \$47,393 | \$49,052 | \$50,695 | \$52,393 | \$54,147   |
| 3  | \$44,027 | \$45,458 | \$47,165 | \$49,170 | \$51,014 | \$52,773 | \$54,594 | \$56,475   |
| 4  | \$45,348 | \$46,822 | \$48,698 | \$51,014 | \$53,055 | \$54,937 | \$56,887 | \$58,903   |
| 5  | \$46,708 | \$48,227 | \$50,281 | \$52,927 | \$55,177 | \$57,189 | \$59,276 | \$61,436   |
| 6  |          | \$49,674 | \$51,915 | \$54,912 | \$57,384 | \$59,534 | \$61,766 | \$64,078   |
| 7  |          | \$51,164 | \$53,602 | \$56,971 | \$59,679 | \$61,975 | \$64,360 | \$66,833   |
| 8  |          |          | \$55,344 | \$59,107 | \$62,066 | \$64,516 | \$67,063 | \$69,707   |
| 9  |          |          | \$57,143 | \$61,324 | \$64,549 | \$67,161 | \$69,880 | \$72,704   |
| 10 |          |          | \$61,500 | \$66,624 | \$69,131 | \$71,915 | \$74,815 | \$77,830   |

**SCHEDULE B  
2018-2019 SALARY SCHEDULE**

|    | BA       | BA+15    | BA+30    | BA+45    | MA       | MA+15    | MA+30    | MA+45/Ed.S |
|----|----------|----------|----------|----------|----------|----------|----------|------------|
| 1  | \$42,330 | \$43,706 | \$45,127 | \$46,594 | \$48,108 | \$49,672 | \$51,287 | \$52,953   |
| 2  | \$43,600 | \$45,017 | \$46,594 | \$48,341 | \$50,033 | \$51,709 | \$53,441 | \$55,230   |
| 3  | \$44,908 | \$46,367 | \$48,108 | \$50,153 | \$52,034 | \$53,828 | \$55,686 | \$57,605   |
| 4  | \$46,255 | \$47,758 | \$49,672 | \$52,034 | \$54,116 | \$56,036 | \$58,025 | \$60,081   |
| 5  | \$47,642 | \$49,192 | \$51,287 | \$53,986 | \$56,281 | \$58,333 | \$60,462 | \$62,665   |
| 6  |          | \$50,667 | \$52,953 | \$56,010 | \$58,532 | \$60,725 | \$63,001 | \$65,360   |
| 7  |          | \$52,187 | \$54,674 | \$58,110 | \$60,873 | \$63,215 | \$65,647 | \$68,170   |
| 8  |          |          | \$56,451 | \$60,289 | \$63,307 | \$65,806 | \$68,404 | \$71,101   |
| 9  |          |          | \$58,286 | \$62,550 | \$65,840 | \$68,504 | \$71,278 | \$74,158   |
| 10 |          |          | \$62,730 | \$67,956 | \$70,514 | \$73,353 | \$76,311 | \$79,387   |



**SCHEDULE C  
OTHER RATES OF PAY**

|   | <u>2017-2018</u> | <u>2018-2019</u>      |
|---|------------------|-----------------------|
| Substituting for Another Teacher<br>(with approval of the building administrator)   | \$30.00/hr       | \$30.00/hr            |
| Pay for Homebound Instruction by a contracted teacher   | Lane/Step        | Lane/Step             |
| Building Lead Teacher   | \$500/yr         | \$500/yr              |
| Instruction of Training Sessions (outside contract time<br>Capped at \$180 per day)   | \$30.00/hr       | \$30.00/hr            |
| Preparation for training session instruction (one hour of<br>prep per two hours of instruction – regardless of when<br>instruction is provided)   | \$30.00/hr       | \$30.00/hr            |
| Attending mandatory training outside contract time<br><i>Daily: capped at \$100/day and \$500.00 per week for 2017-18</i><br><i>Weekly: capped at \$150 per day and \$750.00 per week for 2018-19</i> | \$30.00/hr       | \$30.00/hr            |
| Splitting a class<br>Up to 2 hours<br>Beyond 2 hours  |                  | \$50/day<br>\$100/day |

**Other Extra Duties**

1. Teachers employed beyond the school year and in summer school programs will receive 1/191 per day of salary schedule. The salary schedule for the previous school year shall be used in calculating the rate. Teachers employed for less than a full day shall receive a pro-rata amount of the above rate.

2. An hourly rate of \$30.00 will be paid to all teachers employed in curriculum writing and research. A payroll claim form with the total hours must be submitted upon completion of the project to the Director of Teaching and Learning for approval. If, however, at a later date, the project does not receive approval, the teacher must make the necessary adjustments without further remuneration.

**Exhibit D  
Grievance Form**

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*For office use only*

Grievance #: \_\_\_\_\_ Received Date/By: \_\_\_\_\_

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Date Filed: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Teaching Assignment: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date(s) Grievance Occurred: \_\_\_\_\_

Statement of the grievance (including events/conditions of the grievance/persons responsible):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract provision allegedly violated: \_\_\_\_\_

Redress Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature: \_\_\_\_\_

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**Level 1 – Formal – Date Issued:** \_\_\_\_\_

Disposition by Principal and Reasons Therefore:

Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Initial Applicable Statements:

\_\_\_\_\_ I hereby accept the above disposition

\_\_\_\_\_ I hereby decline the above disposition

\_\_\_\_\_ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition): \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL II – FORMAL – DATE ISSUED:** \_\_\_\_\_

Disposition by Executive Director and Reasons Therefor:

Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Initial Applicable Statements:

\_\_\_\_\_ I hereby accept the above disposition

\_\_\_\_\_ I hereby decline the above disposition

\_\_\_\_\_ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition): \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL III – FROMAL – DATE ISSUED:** \_\_\_\_\_

Disposition by Board of Education and Reasons Therefor:

Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Initial Applicable Statements:

\_\_\_\_\_ I hereby accept the above disposition

\_\_\_\_\_ I hereby decline the above disposition

\_\_\_\_\_ I intend to process the grievance to the next step

Grievant Signature (after administrator's disposition): \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL IV – FORMAL – DATE ISSUED:** \_\_\_\_\_

Disposition and Award of Arbitrator: \_\_\_\_\_

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Signature of Arbitrator: \_\_\_\_\_ Date: \_\_\_\_\_