

**MASTER AGREEMENT**

**2021-2023**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 876  
ANNANDALE, MINNESOTA**

**AND**

**ANNANDALE EDUCATION ASSOCIATION NO. 7005**

**Effective Dates: July 1, 2021 through June 30, 2023**

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## ARTICLE I

### PURPOSE

**Section 1. Parties:** THIS AGREEMENT is entered into between Independent School District No. 876, Annandale, Minnesota, hereinafter referred to as the School District, and the Annandale Education Association, hereinafter referred to as exclusive representative or the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the 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 Association as the exclusive representative of the teachers employed by the School District which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all the teachers of the district as defined in this Agreement and in the P.E.L.R.A.

## ARTICLE III

### DEFINITIONS

**Section 1. Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms and conditions of employment are subject to the provisions of P.E.L.R.A.

**Section 2. Teacher:** The exclusive representative shall represent all teachers, part-time teachers, and other employees appropriate to the unit as defined by P.E.L.R.A. 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 Board of Teaching of 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, supervisory employees and such other employees excluded by P.E.L.R.A.

**Section 3. School District:** For purpose of this Agreement, the term "School District" shall mean the School Board or its designated representative.

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

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

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

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and teaching-related 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, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and with the laws of the State of Minnesota, federal laws, and valid rules, regulations and orders of the state and federal governmental agencies. Any provision of the Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void, and without force and effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of 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 Agreement are reserved to the School District and its designated representative.

## **ARTICLE V TEACHER RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be constructed to require any teacher to perform labor or services against their 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 of such unit with the School District.

**Section 3. Request for Dues Check Off:** The exclusive representatives shall be allowed dues check off for its members, provided that the dues check off and the procedures 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 of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in 24 equal installments, beginning with the first pay period in September. The district shall forward to the exclusive representative the amount of dues deducted in equal monthly installments beginning in September.

**Section 4. Personnel files:** Each teacher shall have the right to review the contents of their own personnel file, wherever generated, during the regular school business hours. The teacher shall have the rights to reproduce any of the contents of such files at the teacher's expense, and to submit for inclusion in the file written information in response to any material contained therein;

provided, however, the school district may destroy such files as provided by law. Each inspection of personnel files shall be recorded on the appropriate district form, and signed by the teacher examining the file.

**Section 5. Notice of Annual Teaching Assignment:** The School District shall provide each teacher in the bargaining unit of the teacher's area of licensure and salary for the forthcoming school year. Such areas of licensure and salary will be provided via the District's employee self service system, and shall be viewable to the teacher on or before June 1 preceding the school year, except during a negotiations year at which time areas of licensure and salary shall be viewable within sixty (60) days of the completion of negotiations. Teachers shall not be assigned in an area for which they are not certified, unless mutually agreed upon.

**Section 6. Extra-Curricular Assignments:** Assignments in addition to the normal teaching schedule, including but not limited to, extra-curricular, co-curricular, or other extra duty assignments, shall be made by letter of assignment as provided on attachment F, and shall be subject to this Master Agreement and to established compensation for such assignment.

**Section 7. School Board Information Packet:** The district shall provide the President of the Association with the School Board information packet in a timely manner prior to each scheduled meeting.

## **ARTICLE VI BASIC SCHEDULES AND RATES OF PAY**

**Section 1. Salary Schedule:** The wages and salaries reflected in Schedule A, attached hereto, shall be a part of this Agreement for the 2021-2022 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2022-2023 school year.

**Section 2. Status of Salary Schedule:** The salary schedules referred to in Article VI, Section 1, are not to be construed as part of a teacher's continuing contract. The School District reserves the right to withhold increment advancement, lane changes, or any other salary increases for just cause. A salary increase shall not be withheld unless the teacher is given written notice of negligence with good and sufficient reason, and given reasonable opportunity to correct it. An action withholding an increment or lane change salary increase shall be subject to the grievance procedure. The School District shall give such teacher written notice and reasons for such action prior to June 1.



### **Section 3. Placement on the Salary Schedule:**

**Subd. 1. Credits:** Credits earned only at an accredited institution will be accepted.

**Subd. 2. Germane:** All credits to be considered for application on any lane of the salary schedule shall be germane to the teacher's teaching assignment as determined by the School District.

**Subd. 3. Time Limitations:** No credits shall be allowed if they are more than ten years old at the time of request for a change in lane.

**Subd. 4. Credits:** A minimum of 2/3 of credits to be considered for application on any lane of the salary schedule must be:

- 1) Graduate credits or credits for which graduate credit can be received, and
- 2) In the field of teaching.

Undergraduate credits are subject to the conditions of Subd. 1 above. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree. Exceptions to this section are subject to approval under Section 3, Subd. 1 of this article.

**Subd. 5. Minimum Grade:** A teacher must receive a minimum grade of 3.0 (B) in a course whose credits they wish to be considered for application on any lane of the salary schedule. Credits received from a course offered only on a Pass/Fail basis are exempt from this requirement.

**Subd. 6. Advance Approval:** All credits not in a graduate program, in order to be considered for application on the salary schedule, must be approved by the superintendent or their designee in writing prior to the taking of the course. Such prior approval requirements shall not apply to courses necessary to achieve the minimum requirements established by the Minnesota State Department of Education as a prerequisite for the individual to possess the proper certification required to fulfill the individual's teaching assignments.

**Subd. 7. Advanced Degree Program:** A teacher shall be paid on the master's degree lane or higher degree lane only if the master's degree program is germane to the teaching assignment as approved by the School District, and the degree program is determined in writing by the superintendent in advance.

**Subd. 8.** Credits referred to in this section shall be semester hour credits. Quarter hour credits applied to this section shall be calculated as follows:

1 semester credit = 1.5 quarter credits.

**Subd. 9. 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 2021-2022 school year.

**Subd. 10. Effective Date:** Individual contracts will be modified to reflect qualified lane changes two times each year. Requests for modification of contracts shall be submitted in writing to the superintendent no later than September 20 effective for the full contract year and February 1 effective for the second half of the contract payroll year, March 1st. Documentation of qualified credits must be submitted no later than September 20 and February 1.

**Subd. 11. Prior Experience:** A teacher who has had experience in other school systems may receive full credit for the first four (4) years of experience and 50% credit for each year thereafter, but in no case more than six (6) years experience credit unless by mutual agreement of the school district and teacher.

**Subd. 12. Step Advancement:** Full time teachers shall receive experience credit for each school year in which the teacher teaches a minimum of 110 days of their contract.

**Section 4. Payment of Salaries:** All regular contract salaries shall be paid in 24 payments.  $1/24^{\text{th}}$  of the contract salary on the 15th day or the last working day before the 15th day and  $1/24^{\text{th}}$  the last working day of the month.

**Section 5. Pay Deduction:** Whenever a pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence. Absence for less than a day shall be pro-rated. The salary reduction shall be made on the pay period immediately following the absence unless the affected teacher requests the reduction be made on the final payment of the school year.

#### **Section 6. Substitute Teachers:**

**Subd. 1.** A teacher who is employed to replace an absent teacher shall be paid a salary consistent with the Master Agreement following 10 days of uninterrupted service. Placement on the salary schedule shall not exceed six years of experience. No lane changes will be granted to substitute teachers during the period of employment as a substitute teacher.

**Subd. 2.** Substitute teachers who replace an absent teacher for less than a full school year are not eligible for employee benefits including health insurance, life insurance, dental insurance, and long term disability insurance.

**Subd. 3.** If a substitute teacher is employed in a position which is scheduled to have a duration of more than 30 days, the substitute will be paid according to the Master Agreement, beginning with the first day of employment.

**Subd. 4.** Exceptions to the payment of substitute teachers may be made with the mutual agreement of the school district and the exclusive representative.

## **ARTICLE VII EXTRA COMPENSATION SCHEDULES**

**Section 1. Extra Curricular Schedule:** The wages and salaries reflected in Schedule C, attached hereto, shall be part of this Agreement for the 2021-2022 and 2022-2023 school years.

**Section 2. Extra Duty Schedule:** The wages and salaries in Schedule D, attached hereto, shall be part of this Agreement for the 2021-2022 and 2022-2023 school years. Teachers may choose to accumulate compensatory time to be used for paid time off in lieu of payment. Compensation time banked up to a maximum of 16 hours and may carry over from one year to another. A maximum of one full day of paid absence through compensation time may be used in each year.

**Section 3. Extended Time Employment Schedule:** The wages and salaries reflected in Schedule E, attached hereto, shall be part of this Agreement for the 2021-2022 and 2022-2023 school years.

**Section 4. Status of Extra Compensation Schedules:** The salary schedules referred to in Article VII, Sections 1, 2, and 3, are not to be construed as part of the teacher's continuing contract, unless expressly provided as such in the individual contract.

**Section 5. Resource and Problem Solving Teams (RAPS):** The school district will annually allocate the following amounts for the RAPS positions. The

teams, together with the buildings administrator, will determine how to allocate the funds in their individual buildings.

	2021-22	2022-23
AES	\$3,278	\$3,278
AMS	\$1,500	\$1,500
AHS	\$1,588	\$1,588

## **ARTICLE VIII GROUP INSURANCE**

### **Section 1. Health and Hospitalization Insurance:**

**Subd. 1.** Effective July 1, 2021, the School District shall make an annual contribution toward the cost of the premium for medical/hospitalization insurance on behalf of each teacher employed by the School District who qualifies for and is enrolled in one of the group medical/hospitalization plans offered. The amount of this contribution shall depend on the plan the teacher selects from among the group plans available through the School District. See Appendix I, page 48, for plan options and corresponding District contributions for each plan.

**Subd. 2.** In no event shall a teacher receive cash in lieu of all or any part of the insurance premium as outlined in Subd. 1.

**Subd. 3.** In no event shall the insurance premium as outlined in Subd. 1 be applied to any insurance coverage other than the school district approved health and medical policy.

**Subd. 4.** Any health insurance premium not covered by the School District's contribution will be deducted through payroll from the teacher's current salary using the Flexible Benefit Plan, unless the teacher elects not to use said plan and notifies the School District.

**Section 2. Long Term Disability Insurance:** The School District will pay in full the premium for a long-term disability insurance plan for each full time teacher employed by the school district. In no event shall a teacher receive cash or other insurance in lieu of all or part of the insurance premium as outlined in this section.

### **Section 3. Term Life:**

**Subd. 1.** The School District will pay in full the premium for a term life insurance policy in the amount of \$100,000 for each full time teacher employed by the school district who qualifies for, and is enrolled in the School District long term disability insurance program.

**Section 4. Dental Insurance:**

**Subd. 1.** For the 2021-2022 and 2022-2023 school years, the School District shall contribute up to the sum of \$1,272 per annum toward the cost of the premium for a dental insurance policy on behalf of each full time teacher employed by the School District who qualifies for and is enrolled in the group dental insurance plan.

**Subd 2.** The cost of the dental insurance premium in excess of the School District contribution shall be borne by the teacher and paid by payroll deduction.

**Subd. 3.** In no event shall a teacher receive cash in lieu of all or part of the insurance premium as outlined in subd. 1.

**Subd. 4.** In no event shall the insurance premium as outlined in subd. 1 be applied to any insurance coverage other than the school district approved dental insurance policy.

**Section 5. General Provisions:**

**Subd. 1.** Persons on recognized leave shall have the right to continue as part of the group if they are eligible, but shall during the leave pay the premium unless the leave provision provides for the School District to pay a share of the premium as provided by law.

**Subd. 2.** Notwithstanding the provision of this article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to matters concerning benefits, eligibility, termination of coverage, and other related matters.

**Subd. 3. Selection:** The selection of the insurance carrier and policy shall be made by the school district. The district or its representatives will review with the exclusive representative the bids received and the coverage provided in the successful bid.

**Subd. 4.** Teachers and their spouses who are both employed by the Annandale School District may combine their premium provisions as outlined in Article 8, Section 1, Subd.1, to participate jointly in the School District health and hospitalization and dental insurance programs.

**Section 6. Claims Against the School District:** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 7. Duration of Insurance Contribution:** A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all District participation and District contribution shall cease, effective on the last working day unless otherwise provided for under severance pay. However, a teacher who terminates their employment at the end of the regular school year shall be eligible for coverage through August for the balance of the contract.

**Subd. 1. Retiree Participation:** A retired teacher, drawing a TRA annuity, is entitled to continue in the School District's group insurance plans until eligible for Medicare, but shall pay the entire premium for such program as they wish to retain. It is the responsibility of the retired employee to make arrangements with the School District Business Office to pay the School District the monthly premiums in advance and on such date as reasonably determined by the School District. Said employee may continue to participate only in those plans which they carried during their last fiscal year of employment with the School District. Refer to Article XIII, Section 6 for retiree health insurance eligibility and amount of District contribution.

**Section 8. Eligibility:** Full benefits provided in this Article are designed for full time personnel as described in Articles X and XI hereof. Shared position personnel are eligible for partial benefits proportional to the extent of their employment. Part time employees who are employed an average of at least 15 hours per week and 150 days in the school year shall be eligible for partial benefits proportional to the extent of their employment. (This stipulation is subject to the insurance carrier's limitations).

**ARTICLE IX  
LEAVES OF ABSENCE**

**SECTION 1. Sick Leave:**

**Subd. 1.** All full time teachers shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Part time and shared position teachers shall accumulate sick leave on a pro-rated basis.

**Subd. 2.** A teacher shall be permitted to utilize the annual sick day accrual in advance of accrual if they have performed their duties for at least twelve (12) working days. In the event that sick days are utilized prior to accrual, such days will be deducted from future accumulations. If a teacher is deducted pay prior to performing duties, they will be reimbursed for those days after accumulating that number of sick days pursuant to Subd. 1 of this section. In the event that a teacher using sick leave in advance of accrual leaves employment of the district, he shall be liable to the School District for any sick leave pay advanced beyond his earned accrual.

**Subd. 3.** Unused sick leave days may accumulate to a maximum credit of 150 days of sick leave per teacher.

**Subd. 4.** Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to the teacher's illness and/or medical appointments which prevented their attendance at school and performances of duties on that day or days.

**Subd. 5.** In accordance with MN Statute 181.9413, a teacher may use sick leave benefits provided by the School District for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This time is limited to 160 hours in any 12-month period. This limit does not apply for care of a child under 18 years of age or under 20 who is still in a secondary school.

**Subd. 6.** Up to five days of accumulated sick leave may be used for paternity leave immediately following the birth of a child. Sick leave used for a hospital stay prior to the birth of the child is not counted towards the five days of paternity leave. Paternity leave begins on the date of birth of the child.

**Subd. 7.** The School District may require a teacher to furnish a medical certificate from a physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised before the teacher returns to work.

**Subd. 8.** In the event a medical certificate is required, the teacher shall have the option of visiting a physician of the School District's choosing, in which case the school district shall pay for the medical fee, or the teacher may visit, at their own expense, the physician of their choice.

**Subd. 9.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

**Subd. 10.** Sick leave pay shall be approved only upon submission of a request upon the authorized School District electronic system.

**Subd. 11.** Teachers who are absent more than their days of accumulated sick leave will have deductions made from their salary at the following rate: 1/184 times the annual salary for each day of absence in excess of their accumulated sick leave. Absence for less than one day shall be pro-rated on the above rate of deduction.

## **Section 2. Adoption Leave:**

**Subd. 1.** Five days of accumulated sick leave will be granted provided the leave is used preceding the placement of an adopted child(ren). The use of an additional five days of sick leave may be granted at the discretion of the superintendent.

**Subd.2.** Up to six weeks of accumulated sick leave may be used immediately following the adoption of a child(ren). If both parents are employed by the School District, they may use a combined total of up to six (6) weeks of accumulated sick leave.

## **Section 3. Child Care Leave:**

**Subd. 1.** A childcare leave shall be granted by the school district, subject to the provisions of this section, to one (1) parent of a child. This leave shall include cases of adoption and the extended illness of a child.

**Subd. 2.** A teacher making application for child care leave shall inform the superintendent in writing of intention to take the leave at least sixty (60) calendar days before commencement of the intended leave.



**Subd. 3.** If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd. 4.** The School District and the teacher may adjust the proposed beginning and ending date of child care leave so that dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered in the duration of a childcare leave.

**Subd. 5.** 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 unless both parties agree upon an alternate date of return.

**Subd. 6.** A teacher returning from childcare leave shall be reemployed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

**Subd. 7.** Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

**Subd. 8.** The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

**Subd. 9.** A teacher who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The teacher

shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

**Subd. 10.** A teacher on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

**Subd. 11.** Leave under this section shall be without pay or fringe benefits.

#### **Section 4. Sabbatical Leave:**

**Subd. 1.** The School District, upon recommendation of the superintendent of schools, may grant a sabbatical leave to teachers for the purpose of study, travel, and other educational purposes.

**Subd. 2.** All requests for sabbatical leave by teachers must be in writing and must be filed with the superintendent of schools at least ninety (90) days prior to the requested beginning date. Applicants will receive written notification on the approval or disapproval of this request at the earliest possible time.

**Subd. 3.** The teacher must have taught in the Annandale school system at least four (4) years before such leave will be granted.

**Subd. 4.** The number of teachers on leave shall not exceed two teachers at any time.

**Subd. 5.** The School District, upon recommendation of the superintendent of schools, shall determine prior to the beginning of the sabbatical whether or not there shall be allowance made for salary step increase or lane change. This determination shall be made upon the proposed program submitted by the teacher requesting the leave, and if approved, is contingent upon completion of the proposed program.

**Subd. 6.** Sabbatical leave shall be without pay or fringe benefits, except as provided in Subd. 7.

**Subd. 7.** Teachers on sabbatical leave may continue to participate in group insurance programs without loss of board contribution as provided in Article VIII, if permitted under the provisions of the insurance policy.

**Subd. 8.** Upon returning from sabbatical leave, a teacher shall be placed at the same or like position and shall be placed on a salary pursuant to Schedule A and shall maintain the same fringe benefits when the leave commenced unless otherwise determined by the School District pursuant to Subd. 5 of this section.

**Subd. 9.** The time of the sabbatical leave and the arrangements for the same shall be subject to the final approval of the School District.

**Subd. 10.** Persons on leave will notify the board of their intent to return or not return by February 1st.

**Section 5. Military Leave:** Military leave shall be granted to a teacher pursuant to Minnesota Statutes, and other applicable laws. (A year for the purpose of this section shall be the school year.)

**Section 6. Bereavement Leave:**

**Subd. 1.** Up to five days leave with full pay shall be allowed due to the death of a teacher's spouse, father, mother, child, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

**Subd. 2.** Up to three days leave with full pay shall be allowed due to the death of a teacher's brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, grandmother-in-law, and grandfather-in-law.

**Subd. 3.** Up to one day leave with full pay shall be granted to a teacher to attend the funeral of a relative other than those relatives specified in subd. 1 and 2 of this section.

**Subd. 4.** In all other cases, bereavement leave without pay may be granted at the discretion of the superintendent.

**Subd. 5.** Additional days of paid leave under this section may be granted by the superintendent, taking into consideration the relevant circumstances surrounding each death.

## **Section 7. Discretionary Leave**

**Subd. 1.** At the beginning of the school year, each teacher shall be credited with two days of discretionary leave, with no payroll deduction. Under extraordinary circumstances, additional discretionary days (up to two) shall be at full pay less the current daily rate for substitute teachers upon approval of the Superintendent. The purpose of this leave shall be at the discretion of the teacher.

**Subd. 2.** Discretionary leave days may accumulate to four. When a teacher ends a school year with a credit of more than two days, they will automatically be reimbursed at the current daily sub rate for up to two days.

**Subd. 3.** When a teacher retires from employment with the District and ends a school year with discretionary leave available, they will automatically be reimbursed at the current daily sub rate for the available leave.

**Subd. 4.** Application for this leave must be five (5) days prior to the leave, and not more than sixty (60) days prior to the leave. (Except in cases of emergency or approved by an administrator.)

**Subd. 5.** No more than 9 teachers in the school district and a maximum of 5 in any one building shall be absent at any one time.

**Subd. 6.** Except under extraordinary circumstances, leave shall not be granted under this section for the first five student contact days and the last five student contact days of the school year.

## **Section 8. Flexible Days (Flex Days)**

**Subd. 4.** Teachers will have up to two Flexible Days (Flex Days) per year that may be taken out of their bank of Sick Days. Flex Days are intended to be used for unique family events. For example, child or grandchild field trips, daycare closing, college visits, immediate family member's wedding, moving a parent or child, etc. and are not to be used for extension of vacation. Flex Days need approval from building administration. In addition, coaches and advisors can use a Flex Day to attend a clinic or state tournament in the sport/activity where they are identified as a coach or advisor within the district, but are not coaching that particular event. Unused Flex Days cannot be carried over to the following year as Flex Days. They will carry over as unused Sick Days.

## **Section 9. Leave Without Pay:**

**Subd. 1.** Up to five (5) days leave without pay per year may be granted by the superintendent of schools.

**Subd. 1A.** In case of emergency, additional days may be granted by the School District.

**Subd. 2.** The amount of pay deducted shall be the daily rate of pay divided by the number of contract days.

**Subd.3.** Application for this leave must be five (5) days prior to the leave, and not more than sixty (60) days prior to the leave except in an emergency.

**Subd. 4.** No more than two teachers per building shall be absent under this provision at any one time.

**Subd. 5.** Except under extraordinary circumstances, leave shall not be granted under this section for the first five days and the last five days of the school year.

**Subd. 6.** All insurances will remain in force and the Board's contribution shall continue during leaves allowed under this section.

## **Section 10. Workers Compensation:**

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

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

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

**Subd. 4.** In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in a payment of a total daily,

weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act who elects to receive sick leave pursuant to this policy shall display their Workers Compensation check to the School District prior to receiving payment from the School District for this absence.

**Section 11. Family Leave Act:** Any leaves not addressed in the above subdivisions of this section and addressed in the Federal Family and Medical Leave Act or Minnesota Statutes shall be applied pursuant to the respective provisions of the referenced laws.

**Section 12. Long Term Leave of Absence:** Minnesota law provides that the District may grant an extended leave of absence without salary or benefits to any full or part-time elementary or secondary teacher who has been employed by the district for at least five years and has at least ten years of full time teaching service in Minnesota public elementary or secondary schools. Pursuant to Minnesota Statutes, the duration of this leave shall be at least three years, but no more than five years. If the School Board denies a teacher's request, it must provide reasonable justification for the denial. The Board retains the right to grant any teacher leave of absence upon terms that are different than the terms that are discussed above.

**Section 12. Catastrophic Medical Leave Sharing Bank:** [Click here to view the Catastrophic Medical Leave Sharing Bank Policy and Forms.](#) Approved December 20, 2021.

## **ARTICLE X HOUR OF SERVICE**

**Section 1. Duty Day:** The basic duty day for teachers shall be eight hours in length, which time shall include the teaching time, preparation time, supervisory time, and a 30 minute duty free lunch period. This section is subject to the provisions of Article XI, Section 2.

**Section 2. Building Hours:** The specific hours at any individual building may vary according to the needs of the educational program of the School District. The superintendent with the approval of the School District will designate the specific hours for each building.

**Section 3. Additional Activities:** In addition to the basic duty day, teachers shall participate in school activities beyond the basic duty day as is requested by the School District or its designated representative. These normal activities for teachers include after school meetings, parent-teacher conferences, in-service meetings, and a share of paid supervisory activities as determined by the administration. These assignments are subject to the provisions of Article V, Section 7, of this Agreement.

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

**Section 1. Teacher Duty Days:** Pursuant to Minn. Stat. 126.12, the School District shall, prior to April of each school year, establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority has determined to conduct school. A duty day is considered a day spent in classroom instruction, teacher-parent conferences, teacher workshop, either pre-school, during the school term, or post-school, or teacher workday.

**Section 2. Professional Development Days:** Independent School District No. 876 will schedule two staff development days into the school calendar for the 2021-2022 and 2022-2023 school years. The total number of days in the Master Agreement will remain at 184 days. The total number of instructional days in the 2021-2022 and 2022-2023 school calendars will be 171 days. The staff development days (2 days) will be exclusive of the current pre-school workshop (4 days), parent teacher conferences (2 days), end of the quarter work days (3 days), open house (.5 day), professional day as defined by building principal (.5 day) and end of the year work day (1 day).

Committees from each building will determine staff development needs, use of staff development days, and expenditure of staff development moneys.

### **Section 3. Emergency Closings:**

**Subd. 1. Short Term:** In the event of a teacher duty day(s) lost due to inclement weather or other emergency of no more than two (2) days, the teacher shall perform duties on that day(s) as a self directed professional day. All other days will be performed by students and staff utilizing the distance learning teaching model. Teachers will be encouraged to report to their respective building for professional and distance learning days, the district does

however understand daycare closures and road conditions may restrict the teacher to working from home.

**Subd. 2. Long Term:** In the event of an emergency of more than seven (7) continuous duty days in duration, such as an energy shortage, the School District reserves the right to modify the school calendar, and if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

**Subd. 3. Hours:** In the event of an emergency more than seven (7) continuous duty days in duration, such as an energy shortage, the School District further reserves the right to modify the length of the school day, as the School District shall determine, provided that the total number of hours per week shall not be increased.

**Subd. 4. Meet and Confer:** Prior to modifying the scheduled length of the school day pursuant to Subd. 3 hereof, or scheduling more than five (5) make-up days pursuant to Subd. 2 hereof, the School District shall afford to the Association the opportunity to meet and confer on such matters.

**Section 3. 2021-2022 School Year:** There shall be no more than 184 duty days in the 2021-2022 school year.

**Section 4. 2022-2023 School Year:** There shall be no more than 184 duty days in the 2022-2023 school year.

**ARTICLE XII**  
**403b Matched Deferred Compensation**

**Section 1. Eligibility:** All teachers will be eligible for the 403b Matched Deferred Compensation based on their years of service in the District. District 403b match is prorated for part time teachers.

	2021-2022	2022-2023
1st - 3rd years of service	\$0 contribution	\$0 contribution
4 <sup>th</sup> year or Tenure - 10th years	\$960 matching	\$1,010 matching
11th - 20th years of service	\$1,410 matching	\$1,460 matching
21+ years of service	\$2,310 matching	\$2,360 matching



**ARTICLE XIII**  
**Post Employment Health Care Contribution**

**Section 1.** Teachers employed in the School District prior to July 1, 2012 shall be eligible to remain in the existing group health and hospitalization insurance programs following retirement. All retired teachers fifty-five (55) years of age or older who have completed 12 years of full time continuous service to the district shall be eligible for School District contribution of \$5,100 in 2021-2022 and \$5,200 in 2022-2023 school year to the teacher’s MSRS Post-Retirement Health Care Savings Accounts. In no event shall this payment continue beyond the retired teacher's age of Medicare eligibility.

**Section 2.** All teachers who began regular employment in ISD 876 after July 1, 2012 will no longer qualify and shall not be eligible for the school district contribution toward health and hospitalization coverage after retirement from the school district. Such teachers shall only be eligible to participate in the Post-Retirement Health Care Savings Plan offered through the Minnesota State Retirement System.

It is agreed that employees falling under the PRHCSP provisions will be provided a maximum district contribution of \$34,500. At the conclusion of each school year (June) the school district contribution to the PRHCSP account in their name will be based on the following:

Years of Service in ISD 876	District Contribution into PRHCSP
1st - 3rd years of service	\$0
4th year or Tenure	\$500
5th - 9th years of service	\$1,000
10th - 23rd years of service	\$2,000

The PRHCSP provision of ISD 876 is subject to the Laws of the State of Minnesota, Minnesota Statutes and the Internal Revenue Service Code. District contribution to PRHCSP is prorated for part time teachers.

**ARTICLE XIV**  
**UNREQUESTED LEAVE OF ABSENCE**  
**AND SENIORITY POLICY**

**Section 1: Purpose.** This article governs the placement of teachers on unrequested leave of absence (“ULA”).

**Section 2: Grounds for ULA.** The District may place on ULA, without pay or fringe benefits, as many teachers as the District determines necessary

because of discontinuance of position, lack of pupils, financial limitations, merger of programs, or for any other reason the District deems necessary.

**Section 3: Placement on ULA.** Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in the inverse order of seniority in fields in which they are licensed. A teacher who has acquired continuing contract rights must not be placed on ULA while a probationary teacher is retained in a position for which the continuing contract teacher is licensed.

**Subd. 1. Seniority:** For purposes of this Article, “seniority” means the first day of actual service in the District. A teacher will retain seniority while on an approved leave of absence. In the case of equal seniority, the selection of the teacher to be discontinued shall be determined by sequential criteria:

1. Full time will have seniority over part time, total amount of service in the district. Unpaid leave does not count as service.
2. The number of Schedule C positions held times the number of years of service in them
3. Most areas of licensure
4. PELSB File Folder Number (lower number has seniority)

**Subd. 2. Teachers on Special Assignment:** Seniority for teachers on special Assignment (TOSA) is outlined in a Memorandum of Understanding attached to this Agreement.

**Subd. 4. License:** In any year in which the School District is placing teachers on ULA, only those teaching licenses actually received by the Superintendent’s office as of January 1 of that year are considered for the purposes of determining ULA within areas of licensure. A license filed after January 14 will be considered for purposes of reinstatement, but not for ULA.

**Subd. 5. No Realignment Required:** The District is not required to realign positions, transfer teachers, or reassign a more senior teacher to a different position in order to accommodate the seniority claim of a teacher who is being placed on ULA or is asserting a right of reinstatement. If staff reduction based on seniority would result in the discontinuance of programs or

services, the District may determine that the employee employed therein shall not be placed on leave and the next senior person shall be placed on such leave.

**Section 4. No Dropping of a License:** A teacher may not drop a license in the subject matter in which the teacher is currently assigned by the District. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the District may place the teacher on ULA, and the teacher will have no bumping or reinstatement rights.

**Section 5. Notice of Placement on ULA:** The District will provide written notice to all teachers who are being placed on ULA. The notice will state the applicable ground(s) for the action and will notify the teacher(s) of the right to request a hearing within ten (10) calendar days from the receipt of the notice. If timely requested, the hearing will be held before an independent hearing officer selected by the District. The only issue at hearing is whether the District placed the teacher on ULA in the inverse order of seniority in the field(s) in which the teacher is licensed. The failure to request a hearing within fourteen (14) calendar days will be deemed to be acquiescence to the District's actions.

**Section 6. Rights During Leave.** Any teacher placed on ULA may engage in teaching or any other occupation while on ULA and may receive unemployment compensation if otherwise eligible for such compensation under the law. The placement of a teacher on ULA will not result in a loss of seniority in the event the teacher is later reinstated.

**Section 7. Reinstatement rights:** For a period of five (5) calendar years after being placed on ULA, teachers have a right to be reinstated in the inverse order in which they were placed on ULA, to the positions from which they were placed on ULA or, if not available, to vacant positions for which they are licensed., All reinstatement rights will automatically terminate after five (5) calendar years. The District may not employ a new teacher in a vacant position for which a teacher with reinstatement rights is qualified by licensure and experience.

**Section 8. Notification of Reinstatement:** If a position becomes available for a teacher with reinstatement rights, the District will notify the teacher by United States mail or email using the last mailing address or email address the teacher provided to the District. The teacher will have ten (10) calendar days

(as evidenced by the postmark or email) to notify the District, in writing, that the teacher is accepting or rejecting the offer of reinstatement. If written acceptance or rejection is not received by the District within ten (10) calendar days (as evidenced by the postmark or email), the teacher will be deemed to have waived the right to reinstatement and will forfeit any further reinstatement rights.

**Section 9. Teacher Responsibilities on ULA.** Teachers on ULA are responsible for notifying the District of any change of mailing or email address. In addition, teachers on ULA are responsible for notifying the District by April 1 of each year if the teacher is requesting reinstatement for the following school year. Any right to reinstatement will automatically terminate if a teacher on ULA fails to provide such notice by April 1.

**Section 10. Seniority List:** On or before January 1st of each school year, the District will post a seniority list (by name, date of employment, file folder number and licensure) in an official place in each school building. Any teacher who disagrees with his or her placement on the seniority list will have ten (10) calendar days from the date of the posting to file a written objection and supply written documentation or other reliable evidence to the Human Resources Office establishing that the seniority list is inaccurate. Within thirty (30) calendar days after publishing the initial seniority list, the District will evaluate any written objections to the seniority list and will make any changes the District deems warranted. The District will then publish a final seniority list, which will be conclusive and binding unless a grievance is filed and establishes through arbitration that his or her placement on the list is inaccurate. Each year thereafter the District shall cause such seniority lists to be updated to reflect any addition or deletion of teacher caused by retirement, death, resignation, other cessation of services or new teacher. Such yearly revised lists shall govern the application of the unrequested leave.

## **ARTICLE XV SHARED POSITIONS**

**Section 1.** A shared position is defined as two properly licensed teachers performing duties required for one full time position. The provisions of Articles X and XI shall apply to shared position teachers.

**Section 2.** A teacher or teachers who are teaching under a continuous contract and who are teaching full time may request to be employed in a shared

position. Requests for such positions shall be made in writing to the superintendent by February 1, prior to the school year the position is to be shared. Teachers with continuing contract rights employed in a shared position shall have the continuing contract in effect. Final decision on approval of the request shall be made by the School District.

**Section 3.** The sharing of a full time position shall be subject to annual review by the immediate supervisor. The supervisor will submit their recommendation for the continuance or discontinuance of the shared position to the superintendent. Final decision on the continuance of the shared position will be made by the School District.

**Section 4.** Tenured teachers with a prior full time contract in District 876 shall be reinstated upon an opening to their original positions or to positions of similar statute, conditions and pay by giving written notice of their intent to return to full time employment no later than February 1, prior to the school year in which they intend to return.

**Subd. 1.** Teachers with no prior full time contract with the district must make application for any full time position as a vacancy arises and be considered with all other applicants for that position.

**Section 5.** Seniority shall be accrued as defined in Article XIII.

**Section 6.** Fringe benefits are subject to the provision of Article VIII, Section 8.

**Section 7.** Shared positions shall be eligible for paid absences as defined in Article IX on a pro-rated basis as determined by the percentage of their contract.

**Section 8.** Shared position teachers shall be eligible for leaves of absence as defined in Article IX.

**Section 9.** Notwithstanding the voluntary request or agreement of participating teachers to share a position, a shared assignment shall not be allowed if it would result in the placement of unrequested leave of a teacher who would not otherwise have been so placed.

## **ARTICLE XVI PART TIME POSITIONS**

**Section 1.** A part time teacher is defined as any properly licensed teacher performing part time duties and excluding long term substitutes.

**Section 2.** Teachers with no prior full time contract with District 876 must make application for any additional hours as they become available, and will be considered with all other applicants for those hours at a full time position as they become available.

**Subd. 1.** A teacher with a prior full time contract would be entitled to any additional hours or full time position in the District if they are licensed for them.

**Section 3.** Fringe benefits are subject to the provisions of Article VIII, Section 8.

**Section 4.** Part time teachers shall be eligible for paid absences as defined in Article IX on a pro-rated basis as determined by the percentage of their contract.

**Section 5.** Part time teachers shall be eligible for leaves of absence as defined in Article IX.

**Section 6.** Part time teachers shall be paid according to the following payment structure.

**Subd. 1.** Determination of part time FTE. There is a need to arrive at an equitable formula for calculating the percentage of a fulltime equivalency (FTE) part time teachers are at for determining compensation and benefits. This formula should apply consistently to all teachers in the school district no matter which building(s) they are assigned to work in. The following formula will be used.

# of instructional minutes assigned to the part time teacher

# of instructional minutes assigned to full time teachers in their building

This same percentage of FTE time will be applied to the minutes of prep time and before and after school time the part time teacher will be on duty on a daily basis. Using this FTE%, the principal, with input from the teacher, will determine the daily work schedule for the part time teacher.

**Subd. 2.** In the event of a change in the daily schedule or number of class periods in a day, the parties agree to meet and establish a mutually agreeable payment structure for part time positions.

**ARTICLE XVII  
EARLY CHILDHOOD/FAMILY EDUCATION AND LEARNING READINESS  
TEACHERS**

**Section 1. Salary:** Early Childhood/Family Education (ECFE) teachers' hourly rates will be paid on the following schedule:

**2021-2022**

STEP	BA	BA+10	BA+20	BA+30	MA
1	\$41,792	\$42,902	\$44,041	\$45,213	\$48,813
2	\$42,902	\$44,041	\$45,213	\$46,411	\$50,108
3	\$44,041	\$45,213	\$46,411	\$47,643	\$51,439
4	\$45,213	\$46,411	\$47,643	\$48,907	\$52,806
5	\$46,411	\$47,643	\$48,907	\$50,207	\$54,206
6	\$47,643	\$48,907	\$50,207	\$51,539	\$55,644
7	\$48,907	\$50,207	\$51,539	\$52,909	\$57,121
8	\$50,207	\$51,539	\$52,909	\$54,312	\$58,638
9	\$51,539	\$52,909	\$54,312	\$55,756	\$60,196
10	\$52,909	\$54,312	\$55,756	\$57,235	\$61,794
11	\$54,312	\$55,756	\$57,235	\$58,756	\$63,433

**2022-2023**

STEP	BA	BA+10	BA+20	BA+30	MA
1	\$42,879	\$44,017	\$45,187	\$46,388	\$50,082
2	\$44,017	\$45,187	\$46,388	\$47,618	\$51,411
3	\$45,187	\$46,388	\$47,618	\$48,881	\$52,777
4	\$46,388	\$47,618	\$48,881	\$50,178	\$54,179
5	\$47,618	\$48,881	\$50,178	\$51,513	\$55,616
6	\$48,881	\$50,178	\$51,513	\$52,880	\$57,090
7	\$50,178	\$51,513	\$52,880	\$54,285	\$58,606
8	\$51,513	\$52,880	\$54,285	\$55,724	\$60,162
9	\$52,880	\$54,285	\$55,724	\$57,205	\$61,761
10	\$54,285	\$55,724	\$57,205	\$58,723	\$63,401
11	\$55,724	\$57,205	\$58,723	\$60,283	\$65,083

All credits to be considered for application on any lane of the schedule above shall be germane to the teacher's teaching assignment as determined by the school district. All credits, in order to be considered for application on the schedule must also be approved by the superintendent or his designee in writing prior to the taking of the course.

**Section 2. EC Benefits:** EC teachers are eligible as outlined in the master agreement. All benefits shall be pro-rated for teachers working less than full time.

**Section 3. Duty Day:** Instructors will be allowed 30 minutes preparation time for each 60 minutes of instruction. Preparation times include set up and take down as well as all other teaching related duties. Full time teachers are allowed a 30 minute duty free lunch.

#### **Section 4. Leaves of Absence:**

**Subd. 1. Sick Leave:** Full time early childhood teachers qualify for sick leave under article 9 section 1 subd. 1. Part-time teachers are eligible for 1 day of sick leave for every 15 days of 8 hours full time service OR 1 day of sick leave for every 122 hours employed.

#### **Section 5. Unrequested Leave and Seniority List:**

**Subd. 1.** There shall be a separate seniority list for teachers qualifying under this Article.

**Subd. 2.** No teacher qualified under this Article will be allowed to exercise seniority to replace a K-12 classroom teacher.

**Subd. 3.** No K-12 classroom teacher will be allowed to exercise seniority to replace an EC/FE teacher under this Article.

### **ARTICLE XVIII PROFESSIONAL BEHAVIOR - TEACHER DISCIPLINE**

**Section 1.** Disciplinary action shall comply with law and regulation and shall be fair, equitable and consistent.

**Section 2.** The teacher shall be entitled to have a representative of the Association present during any meeting which could lead to discipline. If the teacher requests representation, no action shall be taken with respect to the matter until a representative of the Association is present, provided that the Association within forty-eight hours of the time the District shall make such



representative available proposes to meet with the teacher to discuss the disciplinary action. Nothing in this section shall prevent the District from suspending a teacher with pay until the time of the disciplinary meeting.

**Section 3.** Any disciplinary action, short of suspension, including the deprivation of any professional advantage, may be submitted to binding arbitration through the grievance procedure. All information forming the basis for a disciplinary action will be made available in writing to the teacher and to the Association at the time the action is taken.

**Section 4.** A teacher may be suspended without pay only for just cause; however, whenever possible, prior to any suspension, a teacher shall first be disciplined in the following manner, consistent with the principle of progressive discipline:

1. Oral reprimand
2. Written reprimand
3. Suspension with pay

**Subd. 1.** Suspension shall take effect upon written notification from the Superintendent of Schools to the teacher stating the grounds of the suspension, together with a statement that the teacher may make a written request for a hearing before an independent arbitrator to review the suspension within five days after receipt of this notification. Within five days after receipt of this notification, the teacher may make a written request for hearing before an independent arbitrator to review the suspension. If no hearing is requested within such period, the teacher to the suspension shall deem it acquiescence.

**Subd. 2.** The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice, or as otherwise decided by the Board.

**Subd. 3.** Selection of the independent arbitrator to review the suspension shall be in accordance with the grievance procedure in Attachment G of this settlement.

**Subd. 4.** All costs shall be split between the parties if an independent arbitrator is used at the hearing.

## **ARTICLE XIX MISCELLANEOUS**

**Section 1. Grievances:** The parties acknowledge that they are unable to reach agreement upon a grievance procedure, and therefore elect to adopt the grievance procedure as promulgated by the Director of the Bureau of Mediation Services, pursuant to P.E.L.R.A. Attached to this Agreement is a copy of the present Bureau of Mediation Services grievance procedure. It is understood by the parties that this procedure is attached for informational purposes only; and any change in the procedure during the term of this Agreement shall be automatically incorporated herein.

**Section 2. Mileage:** The mileage paid for using personal vehicles for school business will be the IRS rate. Mileage paid to teachers who are required to travel between buildings will be \$200 per year for those who travel between the middle school and either the high school or elementary school or both, and \$100 per year for those who travel between the high school and elementary school.

**Section 3. Subsistence:** The School District will pay up to a maximum of \$10.00 for breakfast, \$15.00 for lunch, and \$20.00 for dinner, or a combined total of \$45.00 for the entire day, for meals authorized, in advance for reimbursement by the administration, during the 2021-2023 school years. Paid receipts must accompany the request for payment of meal expenses incurred. Meal reimbursements for non-overnight stays will be a taxable reimbursement beginning July 1, 2022.

**Section 4. Use of School Facilities and Equipment:** The exclusive representative shall have the privilege of use of school equipment and space, subject to the provisions of current school district policy. The exclusive representative agrees to pay for replacement of any materials and supplies incident to its use.

### **Section 6. Voluntary Transfer**

**Subd. 1.** The School District will post notices of all vacant positions in each school building with a copy to the association. Any teacher may apply for a transfer to any vacant position for which said teacher is eligible by filing a written application for transfer with the superintendent of schools, with a copy to the appropriate building principal within ten (10) days from the date of posting. The School District shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching positions.

**Subd. 2.** The School District shall make a reasonable effort to grant applications for voluntary transfer as long as such applications are consistent with the educational requirements of the District. If more than one (1) teacher has applied for a vacant position, selection shall be based on the following criteria:

- 1) Contribution the staff member could make to students in the new position according to training, experience and interest.
- 2) Qualifications of the staff member as compared to those of other candidates.
- 3) The desires of the staff member.
- 4) The recommendations of the principals, department or grade-level chairs, or team members involved in the transfer.
- 5) The opportunities for the teacher's professional growth.

The administration shall make the final decision regarding filling any vacant position. Decisions of the administration are not subject to grievance.

## **Section 7: Involuntary Transfer**

**Subd. 1.** The School District will seek qualified volunteers from among teachers in the district. If no satisfactory volunteer is found, selection shall be based on the following criteria:

- 1) Contribution the staff member could make to students in the new position according to training, experience and interest.
- 2) Qualifications of the staff member as compared to those of other candidates.
- 3) The desires of the staff member.
- 4) The recommendations of the principals, department or grade-level chairs, or team members involved in the transfer.
- 5) The opportunities for the teacher's professional growth.

**Subd. 2.** A teacher subject to the involuntary transfer shall be notified as early as possible. The administration shall make the final decision regarding filling any vacant position. Decisions of the administration are not subject to grievance.

## **ARTICLE XX DURATION**

**Section 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for the period commencing July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A., except no lane change or step advancement on the salary schedules shall occur after June 30, 2023, until a new agreement is reached. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. 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, and attached Memorandums of Understanding, constitute the full and complete Agreement between the School District and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and condition 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 term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

**Section 4. Severability:** The provisions of this Agreement, and attached Memorandums of Understanding, shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**Section 5. Retroactivity:** All aspects of this Agreement, with the exception of District Health and Dental Board Shares and hourly payments on Schedule D and Schedule E will be retroactive to July 1, 2021.

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

For the Annandale  
Education Association

For Independent School  
District No. 876

/s/ Karinda Duffy



\_\_\_\_\_  
Co-Chairperson

\_\_\_\_\_  
Chairperson

/s/ Joshua Dickinson



\_\_\_\_\_  
Co-Chairperson

\_\_\_\_\_  
Clerk

/s/ Tara Kubian

\_\_\_\_\_  
Secretary

/s/ Kari Dircks

\_\_\_\_\_  
Treasurer



/s/ Adam Sparks

\_\_\_\_\_  
Lead Teacher Negotiator

\_\_\_\_\_  
Lead Board Negotiator

Dated this 17th day of

Dated this 20th day of

December, 2021.

December, 2021.

**Schedule A                      2021-2022 Basic Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>BA10</b>	<b>BA20</b>	<b>BA30</b>	<b>MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>
1	42214	43335	44486	45670	49306	51270	53310	55433
2	43335	44486	45670	46880	50614	52629	54729	56906
3	44486	45670	46880	48124	51959	54027	56179	58416
4	45670	46880	48124	49401	53339	55462	57671	59966
5	46880	48124	49401	50714	54754	56936	59200	61561
6	48124	49401	50714	52060	56206	58445	60773	63194
7	49401	50714	52060	53443	57698	59995	62387	64871
8	50714	52060	53443	54861	59230	61589	64043	66592
9	52060	53443	54861	56319	60804	63224	65693	68361
10	53443	54861	56319	57813	62418	64902	67488	70175
11	54861	56319	57813	59349	64074	66628	69282	72040
12	56319	57813	59349	60924	65777	68396	71122	73951
13	57813	59349	60924	62542	67523	70213	73008	75916
14	59349	60924	62542	64201	69317	72075	74947	77931
15	62518	64177	65880	67630	73015	75923	78945	82092

**Career Increments:** Full time teachers will receive a yearly career increment based on their years of experience in ISD 876 using the following schedule:

25-27 years                      \$1,000

\$1,000 will be deposited following the completion of the 25th, 26th and 27th year on June 15th.

28 years +                      \$2,000

\$2,000 will be deposited following the completion of the 28th year on June 15th and each year thereafter.

**Schedule B                      2022-2023 Basic Salary Schedule**

STEP	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30
1	43312	44462	45643	46857	50588	52603	54696	56874
2	44462	45643	46857	48099	51930	53997	56152	58386
3	45643	46857	48099	49375	53310	55432	57640	59935
4	46857	48099	49375	50685	54726	56904	59170	61525
5	48099	49375	50685	52033	56178	58416	60739	63162
6	49375	50685	52033	53414	57667	59965	62353	64837
7	50685	52033	53414	54833	59198	61555	64009	66558
8	52033	53414	54833	56287	60770	63190	65708	68323
9	53414	54833	56287	57783	62385	64868	67401	70138
10	54833	56287	57783	59316	64041	66589	69243	72000
11	56287	57783	59316	60892	65740	68360	71083	73913
12	57783	59316	60892	62508	67487	70174	72971	75874
13	59316	60892	62508	64168	69279	72039	74906	77890
14	60892	62508	64168	65870	71119	73949	76896	79957
15	64143	65846	67593	69388	74913	77897	80998	84226

1 semester credit = 1.5 quarter credit

**Career Increments:** Full time teachers will receive a yearly career increment based on their years of experience in ISD 876 using the following schedule:

25-27 years                      \$1,000

\$1,000 will be deposited following the completion of the 25th, 26th and 27th year on June 15th.

28 years +                      \$2,000

\$2,000 will be deposited following the completion of the 28th year on June 15th and each year thereafter.

**Schedule C  
Extra Curricular Schedule**

		<b>2021-2022</b>	<b>2022-2023</b>
<b>Football</b>			
	<b>Head Varsity Coach</b>	4621	4741
	<b>Asst. Varsity Coach</b>	3641	3736
	<b>10<sup>th</sup> Grade Coach</b>	3469	3559
	<b>9<sup>th</sup> Grade Coach</b>	3261	3346
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2433	2496
<b>Volleyball</b>			
	<b>Head Varsity Coach</b>	4621	4741
	<b>Asst. Varsity Coach</b>	3641	3736
	<b>9<sup>th</sup> Grade Coach</b>	3261	3346
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2433	2496
<b>Cross Country</b>	<b>(Boys &amp; Girls)</b>		
	<b>Head Varsity Coach</b>	4246	4356
	<b>Asst. Varsity Coach</b>	3261	3346
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2433	2496
<b>Tennis</b>			
	<b>Head Varsity Coach</b>	4246	4356
	<b>Assistant Varsity Coach</b>	3261	3346
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2433	2496



<b>Alpine Ski</b>	<b>Ski Coach</b>	4372	4486
<b>Basketball</b>	<b>(Boys &amp; Girls)</b>		
	<b>Head Varsity Coach</b>	4748	4871
	<b>Asst. Varsity Coach</b>	3765	3863
	<b>9th Grade Coach</b>	3387	3475
	<b>7th &amp; 8th Grade Coach</b>	2743	2814
<b>Gymnastics</b>			
	<b>Head Varsity Coach</b>	4748	4871
	<b>1st Asst. Coach</b>	3765	3863
	<b>2nd Asst. Coach</b>	3387	3475
	<b>7<sup>th</sup> &amp; 8<sup>th</sup> Grade Coach</b>	2743	2814
<b>Wrestling</b>			
	<b>Head Varsity Coach</b>	4748	4871
	<b>1st Asst. Coach</b>	3765	3863
	<b>2nd Asst. Coach</b>	3387	3475
	<b>7th &amp; 8th Grade Coach</b>	2743	2814
<b>Hockey</b>			
	<b>Head Varsity Coach</b>	4748	4871
	<b>Asst. Varsity Coach</b>	3765	3863
<b>Track</b>	<b>(Boys &amp; Girls)</b>		
	<b>Head Varsity Coach</b>	4246	4356
	<b>Asst. Varsity Coach</b>	3261	3346
	<b>7th, 8th, &amp; 9th Coach</b>	2433	2496

**Baseball / Softball**

<b>Head Varsity Coach</b>	4246	4356
<b>Asst. Varsity Coach</b>	3261	3346
<b>9th Grade Coach</b>	2672	2741
<b>7th &amp; 8th Grade Coach</b>	2433	2496

**Golf****(Boys & Girls)**

<b>Head Varsity Coach</b>	4246	4356
<b>Asst. Varsity Coach</b>	3261	3346
<b>7th, 8th, &amp; 9th Coach</b>	2433	2496

**Danceline**

	4253	4364
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**Cheerleader Head Coach**

	3098	3179
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**Strength and Conditioning (Each season)**

	1699	1743
--	------	------

**Marching Band (Summer)**

<b>Director</b>	3148	3230
<b>Percussion</b>	2420	2483
<b>Color Guard (single) or split</b>	2420	2483
<b>Rifles and Honor Guard</b>	1364	1399
<b>Silks</b>	1325	1359

**Middle School**

<b>Marching Band</b>	1375	1411
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**Drum Line**

	2371	2433
	extended time schedule, min. 2 hours	extended time Schedule, min. 2 hours

**Pep Band**

<b>Jazz Band Dir. (Mid. &amp; Sr. High)</b>		1556	1596
<b>Chamber Choir Director</b>		1556	1596
<b>Musical Director</b>	<b>Head</b>	3379	3467
<b>Musical Director</b>	<b>Assistant</b>	2252	2311
<b>Musical Pit Orchestra Director</b>		1748	1793
<b>Speech</b>			
	<b>Head Varsity Coach</b>	3710	3806
	<b>Asst. Varsity Coach</b>	2745	2816
<b>Three Act Play</b>		3710	3806
<b>One Act Play</b>		2745	2816
<b>Middle School Play</b>		2399	2461
<b>Annalite Advisor</b>		3674	3770
<b>Middle School</b>	<b>Yearbook</b>	1471	1509
<b>Cardinal Advisor</b>		2243	2301
<b>Business</b>	<b>Professionals of America Advisor</b>	2054	2107
<b>Secondary Student Council Advisor</b>		3000	3078
<b>Key Club</b>		2000	2052
<b>Middle School</b>	<b>Stepping Up Advisor</b>	1349	1384
<b>Elementary</b>	<b>Student Council Advisor</b>	358	367
<b>Honor Society</b>	<b>Advisor</b>	1368	1404
<b>Knowledge Bowl</b>	<b>High School</b>	1886	1935
	<b>Middle School</b>	1190	1221
<b>Robotics</b>		3757	3855
<b>JV Robotics</b>		2382	2444

<b>Mock Trial</b>	1447	1485
<b>Geography Bee</b>	146	150
<b>Spelling Bee</b>	205	210
<b>Coach Support</b>	25/hour	25.65/hour

**Experience Factor** – The maximum experience allowed shall be twelve (12) years for the 2021-2023 school year. The experience factor shall be 5% of the extra curricular base for each year. Full experience shall include the total number of years, which the teacher has coached in that activity, or the like, in any position, in District #876. Teachers may be allowed prior Minnesota State High School League sponsored activity or coaching experience outside the district of five (5) years in that activity, or the like, for which they are coaching to a maximum of five (5) years at the discretion of the school board.

The school district and the association realize that new positions or paired positions may need to be created in Schedules C and D. If the need arises, the school district and the association agree to meet and negotiate on these positions.

Upon resignation, if a suitable replacement is not found the District may request a maximum of 1 year to continue assignment. The school district will seek replacement in a timely manner.

**Schedule D  
Extra Duty Schedule**

	<b>2021-2022</b>	<b>2022-2023</b>
<b>10th &amp; 12th Grade Advisors Co-Heads</b>	\$647	\$664
<b>11th Grade Advisor (Prom)</b>	\$1,706	\$1,750
<b>9th Grade Advisor</b>	\$312	\$320
<b>Wellness Coordinator</b>	\$1,808	\$1,855
<b>Behind the wheel instructors (per hour)</b>	\$35	\$35.91
<b>Behind the wheel Coordinator</b>	\$1,417	\$1,454
<b>Summer School Director</b> <i>(annual increases not applicable, will only increase when the per student funding for targeted services increases)</i>	# of Student Seat Hours * \$35	# of Student Seat Hours * \$35
<b>Summer School Teacher</b>	Extended Time Schedule	Extended Time Schedule
<b>Department Head/Team Leaders</b>	\$562	\$577

A department chair shall be named for each department with one or more full-time persons.

**Teachers performing the following services shall be compensated at the following rates per hour.**

<b>LEVEL 1</b>	Ticket Takers Ticket Sellers Chaperones	\$17.94	\$18.41
<b>LEVEL 2</b>	Time Keepers Scorekeepers Announcers	\$21.17	\$21.72
<b>LEVEL 3</b>	Chain Crew CC/Track Event Workers Line Judges Site Supervisors	\$22.35	\$22.93
<b>LEVEL 4</b>	Game Officials	\$35.00	\$35.91

**Level 1:** In the event the time involved is less than two hours, a minimum of \$26.91/\$27.62 shall be paid for the 2021-22/2022-23 school years.

**Level 2:** In the event the time involved is less than two hours, a minimum of \$31.76/\$32.58 shall be paid for the 2021-22/2022-23 school years.

**Level 3:** In the event the time involved is less than two hours, a minimum of \$33.53/\$34.40 shall be paid for the 2021-22/2022-23 school years.

**Level 4:** In the event the time involved is less than two hours, a minimum of \$52.50/\$53.87 shall be paid for the 2021-22/2022-23 school years. A minimum of \$70.00/\$71.82 shall be paid to C-Level game officials for the 2021-22/2022-23 school years.

K-12 classroom teachers shall be paid at the rate of \$35.00/\$35.91 per 60-minute period for the 2021/22-2022/23 school years when substituting for another teacher during their preparation periods, and not less than 60% of the full hourly rate in the event they substitute for less than 25 minutes.

Teachers must decide at the time of subbing whether to be paid or to accumulate compensation time to be used for paid time off in lieu of payment. In such case, for each hour, 1.3334 hours of compensation time is earned. Compensation time can be banked up to a maximum of 16 hours (two days) on an ongoing basis and carried over from one year to the next. A maximum of one full day of paid absence through compensation time may be used in each year. At point of retirement, termination, or resignation, unused compensation time is forfeited.

A rate of \$26.24/\$26.92 per teacher shall be paid for homebound instruction plus mileage where appropriate.

A rate of \$76.74/\$78.74 per contest lasting less than four hours and a rate of \$90.61/\$92.97 per contest lasting four or more hours, per teacher shall be paid for judging a speech contest. Time shall include traveling time.

### Extended Time Schedule

<b>Step</b>	<b>2021-2022</b>	<b>2022-2023</b>
<b>1</b>	\$23.53	\$24.14
<b>2</b>	\$24.05	\$24.68
<b>3</b>	\$24.57	\$25.21
<b>4</b>	\$25.08	\$25.73
<b>5</b>	\$25.70	\$26.37
<b>6</b>	\$26.21	\$26.89
<b>7</b>	\$26.70	\$27.39
<b>8</b>	\$27.24	\$27.95
<b>9</b>	\$27.75	\$28.47
<b>10</b>	\$28.33	\$29.07
<b>11</b>	\$28.83	\$29.58

**ATTACHMENT E**

**EXTENDED TIME ASSIGNMENT**

**INDEPENDENT SCHOOL DISTRICT NO. 876**

This agreement is entered into between Independent School District No. 876 and \_\_\_\_\_ to perform the following additional duties for the school year \_\_\_\_ - \_\_\_\_ as listed below:

ACTIVITY	HOURS REQUESTED
_____	_____

This assignment is subject to the provisions of the Master Agreement between Independent School District No. 876 and the exclusive bargaining representative. Pay for the above activity shall be made at the conclusion of the activity on the next payday.

\_\_\_\_\_  
Date

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Building Principal



**ATTACHMENT F**

**EXTRA DUTY ASSIGNMENT**

Independent School District No. 876

This agreement is entered into between Independent School District No. 876 and \_\_\_\_\_ to perform the following additional duties for the school year \_\_\_\_\_ - \_\_\_\_\_ as listed below:

ACTIVITY	SALARY
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Step on extra curricular schedule \_\_\_\_\_

This assignment is subject to the provisions of the Master Agreement between Independent School District No. 876 and the exclusive bargaining representative. Pay for the above activity shall be made at the conclusion of the activity.

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Official

**ATTACHMENT G**  
**BMS GRIEVANCE PROCEDURE**

**APPLICATION**

This grievance procedure shall be applied whenever a public employer and the exclusive representative of the public employees cannot reach agreement on a grievance procedure as required by Minnesota Statutes 179.70, Subd. 1.

**DEFINITIONS**

**GRIEVANCE.** "Grievance" means a dispute or disagreement as to the interpretation of application of any term or terms of any contract required under Minnesota Statutes 179.70, Subd. 1.

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

**SERVICE.** "Service" means personal service or by certified mail.

**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.

**SMALL GROUP OF EMPLOYEES.** "Small group of employees" means a group of employees consisting of five (5) or less.

**ANSWER.** "Answer" means a concise response outlining the employer's position on the grievance.

**STEP 1.**

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

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

**STEP II**

The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance.

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

#### STEP III

The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative, (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievor avail himself of both procedures.

#### STEP IV

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add, to 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 causes a penalty to be incurred thereunder. The arbitrator shall issue the decision to the parties, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

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

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

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

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

#### ELECTION OF REMEDIES AND WAIVER.

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

**ATTACHMENT H**  
**MILEAGE REIMBURSEMENT FOR**  
**TEACHERS ASSIGNED TO TWO OR MORE BUILDINGS**

Independent School District No. 876

The mileage paid for using personal vehicles for school business will be the IRS rate as of July 1 for each given school year.

Mileage paid to teachers who are required to travel between buildings will be \$200.00 per year for those who travel between the middle school and either the high school or elementary school or both, and \$100.00 per year for those who travel between the high school and elementary school.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Teacher Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal

## APPENDIX I Health Insurance Options 2023

### HEALTH PARTNERS

#### Monthly rates as of January 1, 2023.

The Maximum District Contribution for Family health insurance is \*\$18,285 or \$1,523.75 per month.

The Maximum District Contribution for Single health insurance is \* \$9,892 or \$824.33 per month.

The Maximum District Contribution for Duals (2 eligible) health insurance is \*\$27,941 or \$2,328.42 per month.

### HEALTH PARTNERS HSA

**\$3,000** /Individual Deductible; **\$6,000** /Family Deductible

Total Cost **\$3,000** Individual Out of Pocket Max; **\$6,000** Family Out of Pocket Max  
Preventative Care 100%

#### MONTHLY RATES:

	Rate	HSA Board	District Cont.	Employee Cost	District HSA Cont.
Single -	\$580.95	\$243.38	\$824.33	\$0.00	<b>\$2,920.56 / yr.</b>
Family -	\$1,529.30	\$0.00	\$1,523.75	\$5.55	<b>\$0.00</b>
Dual Fam -	\$764.65 per dual	\$322.92 per dual	\$1,087.57 per dual	\$0.00	<b>\$3,875.00 / yr. /dual</b>
Dual Sgl -	\$580.95 per dual	\$320.83 per dual	\$901.78 per dual	\$0.00	<b>\$3,850.00 / yr. /dual</b>

### HEALTH PARTNERS HIGH

**\$400** Individual Deductible; **\$800** Family Deductible

Total Cost **\$1,700** Individual Out of Pocket Max; **\$3,400** Family Out of Pocket Max  
Preventative Care 100%

#### MONTHLY RATES:

	Rate	District Cont.	Employee Cost
Single -	\$680.86	\$680.86	\$0.00
Family -	\$1,792.33	\$1,523.75	\$268.58
Dual Fam -	\$896.17 per dual	\$896.17 per dual	\$0.00
Dual Sgl -	\$680.86 per dual	\$680.86 per dual	\$0.00

### DENTAL HealthPartners

	Rate	District Contribution	Your Cost
Single	\$49.86	\$49.86	\$0.00
Emp + Spouse	\$92.31	\$92.31	\$0.00
Emp + Children	\$119.72	\$106.00	\$13.72
Family	\$170.55	\$106.00	\$64.55
Dual	\$170.55	\$170.55	\$0.00

Teachers Dental Annual District Contribution: \$1,272.00

### LIFE – Reliance Standard 11858

Term Life Benefit for full time employees
Certified Staff \$100,000
Life Insurance District Contribution 100%
Less than 1.0 FTE Life Insurance: \$50,000
At time of hire -
Additional Life is available see Kacy for details

**Long Term Disability – Madison Nat'l Life** 9481 @ .00262 District Contribution 100%

District contribution to insurance premium is prorated for part time teachers.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

Whereas, the exclusive representative and the school district acknowledge that when they hold a valid teaching license, the positions of Activities Director, Elementary Literacy Coordinator, Gifted Education Coordinator, Dean of Students, Technology Integration Specialist, Student Support Specialist, Director of Curriculum & Testing, Middle School Instructional Coach/Equity Specialist and MN Graduation Standards Coordinator are currently in the bargaining unit, and are held by unit employees and

Whereas, the exclusive representative and the school district acknowledge that the district is best served by keeping the current employees in their current positions and

Whereas, the exclusive representative and the school district acknowledge that the students of the district are best served with the current staff filling these positions

Be it resolved that individuals holding the positions of Activities Director, Elementary Literacy Coordinator, Gifted Education Coordinator, AES Dean of Students, AMS Dean of Students, AHS Dean of Students, Director of Curriculum & Testing, Technology Integration Specialist, Student Support Specialist, Middle School Instructional Coach/Equity Specialist and MN Graduation Standards Coordinator are to remain on the salary schedule and the seniority list and shall move forward on these as if they were in the classroom. They shall retain all rights and benefits offered to them through the contract and the Union. They shall retain the right to remain members of the Annandale Education Association. In addition, they retain the right to move into a regular classroom position only if a vacancy occurs and only if they were previously tenured as a teacher in Minnesota. TOSA employees may be placed on unrequested leave if a more senior teacher with the same licensure and qualifications for the TOSA position is proposed for reduction. The job descriptions/qualifications are on file in the Human Resource office. TOSA employees may not be involuntarily realigned (stranded) out of their positions. If a vacancy occurs in one of these positions, the parties agree that in addition to the license required by the position description, the district shall fill the position with an individual who meets the requirements of the position description.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ISD #876 AND THE ANNANDALE EDUCATION ASSOCIATION**

The Annandale Education Association and Independent School District 876 agree that the following vendors will be eligible to receive contributions from employees and the employer for the 403(b) Deferred Compensation plan referenced in Article XII of the Master Agreement:

1. *Dougherty & Associates Financial Advisors Inc.*
2. *Cambridge Investment Research Inc.*

(These vendors will be incorporated into the 403(b) plan document required by the IRS.)

This Memorandum shall be effective throughout the 2021-2022 and 2022-2023 Master Agreement. After such time, the parties may renew or change this Memorandum.