

# **Master Agreement**

**Between**

**Independent School District No. 721**

**and**

**New Prague Education Minnesota, E.M. – N.E.A.**

**2013-2015 School Years**

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## ARTICLE I

### PURPOSE

**Section 1. Parties:** This AGREEMENT, entered into between the School District of Independent School District No. 721, New Prague Area Schools, Minnesota, hereinafter referred to as the School District, and New Prague Education Minnesota, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA of 1971, as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with PELRA of 1971, as amended, the School District recognizes New Prague Education Minnesota as the exclusive representative of teachers employed by the School District of Independent School District No. 721.

**Section 2. Teacher:** The term "teacher," when used hereafter in the Contract, shall refer to all professional employees represented by the NPEM in the bargaining or negotiating unit.

**Section 3. Definitions and Classifications:** The definitions and classifications of duties in PELRA of 1971, as amended, shall become a part of this Agreement.

**Section 4. Notification:** The School District will notify the Unit President of the hiring of any licensed employee. The notice will include description of the teacher's assignment and the number of hours of employment contemplated.

**Section 5. Contested Bargaining Unit Positions:** In the event the parties cannot agree as to whether a particular teaching position is to be included or excluded from the bargaining unit, either party may petition the Bureau of Mediation Services for a determination pursuant to the Rules and Regulations of the Bureau.

## ARTICLE III

### 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:** Both parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District or its designated representative; and shall be governed by the laws of the State of Minnesota, the federal government, this Master Agreement, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District.

## **ARTICLE IV TEACHER RIGHTS**

**Section 1. Request for Dues Check Off:** Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the PELRA of 1971, as amended. 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 during the period in said Master Contract as follows: On the pay period following October 15 of each year and each of the seven months following for the duration of this Contract, an equal amount shall be deducted from the paycheck of each teacher requesting dues check off.

**Section 2. Release Time:**

- A. Staff members may be allowed release time for planned classroom visitation and school observation upon the request of the teacher and approval by the Principal. The plan for visits, including any necessary costs, must be submitted and approved in advance by the Principal. As special projects or educational changes are being considered in other schools in our area, the Principal has the opportunity of sending one or more teachers to examine and inspect a similar type of educational program. This is the purpose of the program. It is intended as part of a program which will allow staff members to obtain specific information relative to possible changes in our school program.

**Section 3. Personnel Files:** The district will notify a teacher when any evaluative or disciplinary information is placed into the teacher's district personnel file within five (5) business days of such an item being placed into the file. Evaluations and files, wherever generated within the school district, relating to each individual teacher must be available to that teacher during normal business office hours upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's

expense and to submit for inclusion in the file written information in response to any material contained therein.

**Section 4. Teacher Protection:** Teacher Protection as provided by law - Minn. Stat. 123B.25 and 466.04.

**Section 5. Home Athletic/Fine Arts Events:** All certified staff will be admitted free of charge to all home athletic and fine-arts events.

## ARTICLE V

### BASIC SCHEDULES AND RATES OF PAY

**Section 1. 2013-15 Salary Schedules:** The wages and salaries reflected in Schedules A and B attached hereto, shall be a part of the Agreement for the 2013-15 school years, respectively.

**Section 2. Status of Salary Schedule:** The salary schedule is to be construed as a 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 a just cause, subject to the grievance procedure.

**Section 3. Advancement on Salary Schedule for Teachers Working Less than Full-time (full-time teachers are subject to the provisions found in Article VIII.):** Teachers covered under this section shall be subject to the minimum requirements of Minn. Stat. 122A.40, in the area in which they are employed. The School District, or its designee, shall establish the extent of the part-time teaching position. Advancement on the salary schedule shall be as follows:

- A. Teachers working half-time or more of the regular school year will advance a step each year and are to be pro-rated.
- B. Teachers working less than half-time of the regular school year will advance a full step every other year and are to be pro-rated at that step.

**Section 4. Placement on Salary Schedule:** The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

**Subd. 1.** Credits to be considered for application on any lane of the salary schedule must be approved by the Credit Approval Committee. This committee shall consist of three (3) staff members appointed by the exclusive representative, and three (3) administrators.

**Subd. 2.** To apply on the salary schedule, all credits beyond the bachelor's degree must receive a passing grade.

**Subd. 3. Prior Approval:** All credits, in order to be considered for application on the salary schedule, must be approved by the Credit Approval Committee in writing prior to the taking of the course. When a teacher already has an approved request and finds the approved course unavailable, the Superintendent will be authorized to approve or disapprove the substitute course. When a teacher already has an approved

request and finds the approved course unavailable, the Superintendent will be authorized to approve or disapprove the substitute course.

**Subd. 4. Effective Date:** Individual contracts will be modified for qualified lane changes at any time of the year. Lane changes will not be implemented unless the teacher furnishes an original grade report to the personnel office evidencing completion of qualified credits. The teacher will submit an official transcript to the District Office within 120 days of the effective date of the lane change. Attainment of an MA degree must also be evidenced by appropriate documentation from the college or university. After the appropriate documentation has been furnished, the District will implement the pay increase involved in the lane change effective with the next available payroll. There will be no retroactive pay for lane changes.

**Subd. 5. Advance Degree Program:** A teacher shall be paid on the masters degree lane or higher degree lane only if the degree program is approved in writing by the Credit Approval Committee in advance.

**Subd. 6. Credits Not Applying Toward Lane Change:** Each teacher who does not wish to apply the college credits earned toward a lane change, meeting the provisions of Section 4, Subdivisions 1, 2, 3, 4 and 5, may elect to be reimbursed by the district for their actual tuition costs up to a maximum of 6 semester credits within their licensure renewal time-frame.

**Subd. 7. In-District Credit for Lane Change:** In-District Credit for Lane Change shall be granted pursuant to Article V of the Master Agreement and the staff development handbook set forth and approved by the staff development committee.

**Subd. 8. 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.

**Subd. 9. Prior Experience:** A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

**Subd. 10. Definition of Credits:** Graduate level credits applying toward lane placement or change shall be counted according to semester or quarter credits as listed on the salary schedule. One (1) semester credit shall be equivalent to 1.5 quarter credits.

**Section 5. Pay Dates:** The pay dates will be the 15th and the last day of each month. By September 10 of each year the teachers will be notified of amended pay dates for situations when the pay date lands on a day when school is not in session. If the 15<sup>th</sup> or last day of each month falls on a Saturday or Sunday the amended pay date will be the previous Friday.

**Section 6. Recruitment Compensation:** For any properly posted position for which the School District receives fewer than ten (10) applications from candidates holding licensure or anticipated licensure which

allow them to perform the duties of the position, the School District may offer a candidate one-time lump sum compensation as an incentive to employment.

## ARTICLE VI

### EXTRA COMPENSATION

**Section 1. Extra-Curricular Schedule:** The wages and salaries reflected in the attached Schedules shall be part of this agreement. These include:

- Schedule C: Co-curricular
- Schedule D: Extended Contracts
- Schedule E: Extra Duty Assignments
- Schedule F: Teaching an Overload
- Schedule G: Hourly Substitute
- Schedule H: Leadership Positions

## ARTICLE VII

### GROUP INSURANCE

**Section 1. Benefits for Bargaining Unit Members:** Benefits shall be provided to teachers as described in Article XVI, Section 1.

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

**Subd. 1. Single Coverage:** The School District shall contribute up to the sum of \$5520 per contract year for 2013-14 and \$5796 per contract year for 2014-15 toward the premium for individual coverage for each teacher who is benefit eligible as described in Article XVI, Section 1 and is enrolled in the School District group health and hospitalization plan. Excess premiums are deducted from the employee's paycheck, spread evenly over the remaining paychecks.

**Subd. 2. Family Coverage:** The School District shall contribute up to the sum of \$12,236 per contract year for 2013-14, and \$12,848 per contract year for 2014-15 toward the premium for family coverage for each teacher who is benefit eligible as described in Article XVI, Section 1 and is enrolled in the School District group health and hospitalization plan and who qualify for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Teachers married to each other shall qualify for only one family policy per household and receive 100% of the family premium district paid.

**Subd. 3. Paid Deductible:** The school district will reimburse a portion of the medical deductible for each teacher who is benefit eligible as described in Article XVI, Section. For single coverage, the district will reimburse up to \$250 after the first \$250 paid by the teacher. For family coverage the district will

reimburse up to \$500 after the first \$500 paid by the teacher. Reimbursement will be paid by the district after submittance of documentation by the insurance company of deductible owed. The plan year for VEBA participants ends June 30<sup>th</sup> and the deadline to request reimbursement is 90 days which is September 30<sup>th</sup>. The plan year for the \$500 CMM participants ends December 31<sup>st</sup> and the deadline to request reimbursement is 90 days which is March 30<sup>th</sup>.

**Section 3. Life Insurance:** \$50,000 Life and \$50,000 Accidental Death and Dismemberment Insurance will be provided for each teacher who is benefit eligible as described in Article XVI, Section 1. Upon the beginning of employment or first eligibility for life insurance, the district will provide the teacher with the necessary life insurance enrollment forms. Each full-time teacher may purchase additional group term life insurance in the amount of \$50,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the teacher through payroll deduction.

**Section 4. Income Protection:** The School District will deduct the full premium for each teacher who is benefit eligible as described in Article XVI, Section 1 and is enrolled in coverage under the district's long term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66-2/3% of the basic monthly earnings, including longevity, but may not exceed \$4,000.00 a month.

**Subd. 1.** The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, teachers receiving long-term disability insurance benefits may continue in the district's group insurance plans at the teacher's expense.

**Section 5. Dental Insurance:** The School District will pay up to \$378.00 for the 2013-15 contract years toward the premium for an individual or family dental insurance plan for each teacher who is benefit eligible as described in Article XVI, Section 1 and is enrolled in the district's group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Teachers married to each other may elect to combine their single contributions totaling \$756 for the 2013-15 contract years towards a family dental policy.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### PREAMBLE TO LEAVE SECTION

People on leaves of all types exceeding ninety one (91) contract days, except sick leave,

SHALL NOT:

1. Be eligible for any sick leave benefits.
2. Accumulate sick leave during the period of leave.

3. Gain an increment on the salary schedule.

**BUT SHALL:**

1. Continue eligibility for Health, Accident, Dental and LTD Insurance benefits at the employee's expense.
2. Remain on continuing contract.
3. Continue life insurance benefits at District expense.
4. Be entitled to lane adjustments if eligible in accordance with the provisions of this Agreement.

Teachers on leaves of all types in excess of 91 calendar days, except sick leave, shall notify the personnel office by certified letter of their intention to either: (a) return to employment, or (b) resign at least thirty (30) days prior to expiration of such leave or March 15 whichever occurs earliest in the school year. A teacher who fails or refuses to provide such notification shall lose all re-employment rights.

**Section 1. Sick Leave:**

**Subd. 1.** Full-time teachers shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the School District. Annual sick leave shall accrue to each full-time teacher as follows:

- A. 5 days after starting work as a member of the bargaining unit
- B. 5 days after 30 calendar days of work in the unit
- C. 5 days after 60 calendar days of work in the unit

All allocation of sick leave for teachers working a portion of the school year shall be pro-rated.

**Subd. 2.** Unused sick leave days may accumulate 1,464 hours of sick leave per teacher. Any full-time teacher with accumulated sick leave of 183 days on the first, fifth, or thirty-fifth day of the school year shall retain rights to the use of the five, ten, or fifteen days respectively earned as sick leave during the contract year. These days shall be awarded for the full-time teacher, up to a maximum of 183 days with proration according to the contract stipulations, upon retirement or June 30 of the contract year.

**Subd. 3.** Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to illness of a teacher's child. Sick leave for the care of other relatives (adult child, spouse, sibling, parent or stepparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration.

**Subd. 4.** The School District may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

**Subd. 5.** A teacher who has reached the maximum sick leave accumulation and uses no more than two (2) sick leave days in a school year may trade five sick leave days for one additional day of pay.

**Section 2. Personal Leave:**

**Subd. 1.** Personal leave for each teacher who is benefit eligible as described in Article XVI, Section 1, will be allowed without loss of pay to a maximum of three (3) days per year subject to the following requirements: All requests for personal leave shall be made to the Principal/Director not less than twenty-four (24) hours in advance except in emergencies and will be granted on the basis of the order such requests are received. No more than 3 teachers per building will be granted personal leave on any student contact day except in emergencies. Personal leave will not be granted during the first or last five student contact days of the school year except in exceptional and unusual cases at the sole discretion of the Superintendent.

**Subd. 2 Unused Leave Payment:** For each teacher who is benefit eligible as described in Article XVI, Section 1, who does not use personal days and who do not use the carryover option found in subd. 3, herein, shall be reimbursed at the following rate of pay:

<u>Unused Personal Days</u>	<u>Reimbursement</u>
3	\$400
2	\$200
1	\$100

**Subd. 2 (a):** This payment shall be made upon submission of a time sheet.

**Subd. 2 (b):** A \$100.00 incentive bonus will be paid to each reimbursement total in Subd. 2 if a teacher does not use his/her personal days during May.

**Subd. 3 Carryover Option:** A maximum of two days may be carried over from one year to the next year for a total of a maximum of five days of personal leave which could be used under these circumstances: By June 1, any teacher who wishes to carry over unused personal leave days into the subsequent school year must notify the NPEM president in writing stating their intent.

The NPEM will determine which teachers will be able to use this carryover provision Approval from the Superintendent is needed if the percentage of teachers who wish to use this carryover exceed 7% of the teacher bargaining unit full-time equivalent in any given year (as determined on May 1 of the year from which the personal days are carried over). NPEM will notify the district of which teachers will be carrying one or more days over into the subsequent year no later than June 20. Use of the carried-over days shall be subject to the same terms as listed in subd. 1. When a teacher has carried over one or more personal days, the carried-over days shall be the first deducted from the teacher's accumulation in the subsequent year. Teachers who have been approved to use carryover days in the subsequent year and who are unable to use them for any reason shall be allowed to cash out a maximum of only the three days credited in the subsequent year, according to the terms of pursuant to Subd. 2. There shall be no carryover of unused days into a third year and days carried over and not used shall expire.

**Section 3. Bereavement Leave:** Up to five (5) days of leave per incident, non-cumulative, may be granted to each employee upon the death of a spouse, child, sibling, parent, parent-in-law, brother-in-law, or sister-in-law, grandchild, grandparent, or grandparent-in-law, aunt, uncle, niece, nephew, daughter-in-law, or son-in-law. If a teacher has used all of her/his personal leave and has used any unpaid leave allowed pursuant to district practice, that teacher may take one additional day of unpaid leave in order to attend the funeral of a person not covered by the provisions of this Section.

**Section 4. Child Care Leave:**

**Subd. 1.** The School District is required to give the pregnant female employee up to two (2) semester's child care leave of absence. The School District shall not terminate pregnant females solely on the basis of their pregnancy or on a specific number of months of pregnancy. Such termination shall be based upon individual capacities or characteristics, ability to perform specific duties of employment, efficiency, personal medical safety, or willingness to continue work. Following childbirth, and upon signifying her intent to return within a 60-day period of termination of leave, such female employee shall be reinstated to her original job or to a position of like status and pay. The School District may require that the employee produce medical certification that she is fit for work before returning her to the job. Pregnant employees shall apply for child care leave no less than 30 days prior to commencement of said leave. At the time the pregnant female applies for child care leave, she shall indicate the beginning and termination dates of the leave. Termination of leave shall correspond with the beginning of a marking period. It is suggested that commencement of leave correspond with the end of a marking period. Pregnant teachers are entitled to use available sick leave for the disabilities incident to pregnancy before taking child care leave. However, once on unpaid child care leave; sick leave is not available during the term of such leave.

**Subd. 2.** The School District is required to give fathers of newborn babies up to two semester's childcare leave of absence. The father must apply for the leave no less than 30 days prior to commencement of said leave and must signify his intent to return within a 60-day period of termination of the leave. He shall be reinstated to his original job or to a position of like status and pay. At the time the father applies for child care leave, he shall indicate the beginning and termination dates of the leave. Termination of leave shall correspond with the beginning of a marking period. It is suggested that the commencement of leave correspond with the end of a marking period.

**Subd. 3.** The School District shall grant childcare leave for adoption to any teacher who makes a written application for such leave. Benefits of childcare leave for adoption shall apply to both married and unmarried teachers. Upon learning of the date of adoption, the teacher shall submit a written application for childcare leave for adoption to the School District. Childcare leave for adoption will commence at the date of adoption and may be for a period of up to one year. Upon signifying his or her intent to return to

work within the one-year period, the teacher shall be reinstated to his or her original job or to a position of like status and pay.

**Subd. 4.** The School District will allow the father or mother of newborn or adoptive babies 3 paid days of new parent leave following the birth or adoption of a child. These days will be deducted from employee's accumulated sick leave. Additional days may be granted at the discretion of the superintendent.

**Section 5. Sabbatical Leave:** Any teacher, who has served for seven (7) years in the District and has not had a sabbatical leave during the previous seven (7) years, may be eligible for a sabbatical leave not to exceed one (1) year in length. Leave is limited to one (1) teacher from each building per year. Written applications should be made by February 1, at which time a detailed outline of plans must be presented for approval by the School District. Compensation shall be paid at the rate of one-half (1/2) of the salary in existence during the year of the sabbatical. Upon the termination of the leave, the teacher is to return to the District and serve for a period of not less than two (2) years. If this provision is not met, any compensation paid to the teacher is to be fully refunded. The teacher shall be required to post a bond equal to the amount received to insure compensation being made to the School District in the event that the teacher failed to fulfill his/her obligation.

**Section 6. Military Leave:** Provision of "Leave of Absence" will adhere to Minnesota Statutes Chapters 192 and 471.

**Section 7. Leave of Absence:** If a tenured teacher, for personal or private reasons, should desire to discontinue teaching for one school year, the School District shall reinstate the teacher to the same position or a position commensurate with the one vacated. A teacher planning to use the Leave of Absence must have notified the School District in writing by March 15, or a date agreed upon during the school year prior to the leave. An individual's request for leave of absence may be considered by the School District based upon exceptional circumstances. The teacher shall receive no pay for this year's time. The District may grant up to four teachers annually educational leave of no more than one year for the purpose of pursuing course work of 10+ credits each semester.

**Subd. 1. Part-time Leave:** Part-time leaves may be granted to tenured teachers under the following conditions:

1. An available job requiring set part-time hours.
2. Building principal must agree with the assignment.
3. The position is applied for annually by March 15th.
4. The teacher must agree to attend all staff meetings, workshop days and participate in parent-teacher conferences. There will be no additional compensation given for these activities.

5. Part-time leaves may be granted for consecutive years up to three (3). This stipulation can be extended at the Superintendent's discretion due to position availability.

**Subd. 2. Shared Time Positions:** Shared time positions may be granted for teachers if the following conditions are met:

1. Two (2) tenured teachers must jointly request to job share a position.
2. The building principal(s) must agree with the assignments and inform the applicant by April 1st.
3. Job sharing must be compatible with the schedule of the educational environment.
4. Both teachers agree to attend all staff meetings, workshop days and participate in parent-teacher conferences. There will be no additional compensation given for these activities.
5. If one (1) teacher leaves during the course of the school year because of illness or other emergency, the remaining teacher will automatically become a full-time teacher in that assignment until a suitable substitute may be retained.

Shared time positions will be modified with the following stipulations:

1. A teacher must be granted a part-time leave of absence for a shared time position. The leave must be annually requested by March 15th. Throughout a teacher's career in the district, the maximum number of years that a job share leave may be granted is three (3). This stipulation can be extended at the Superintendent's discretion due to position availability.
2. Shared time positions may extend for more than three (3) years if both teachers work under part-time continuing contracts and have relinquished rights of reinstatement to a full-time position.
3. Step movement will be every other year for each teacher in a job share position.
4. Benefits, sick, emergency and personal leave will be calculated on a pro-rata basis.

## **Section 8. Medical Leave:**

**Subd. 1.** A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, in its discretion, grant and renew such a leave. Nothing in this subdivision should be considered to waive the District's rights as provided in M.S. 122A.40.

**Subd. 2.** A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume normal responsibilities.

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

**Section 1. Unrequested Leaves:** Unrequested leaves shall be administered pursuant to M.S. 122A.40, except as modified herein.

**Section 2. Part-time Seniority Status:** The seniority status of part-time teachers shall be listed on a separate seniority list. Part-time teachers shall not be able to displace full-time teachers in other assignments or claim vacant full-time positions. Provided, however, that a part-time teacher who formerly taught full-time in the New Prague School District shall be able to displace a junior full-time teacher. Probationary teachers shall not have the protection of this unrequested leave article.

**Section 3. Seniority Ties:** Ties in seniority will be broken in the following order:

1. The employee with the greatest number of license areas shall be considered more senior. Only those license areas on file by February 1st in the personnel office shall be considered applicable.
2. If there is still a tie in seniority, the employee having the highest lane placement shall be considered more senior.
3. If there is still a tie in seniority, the employee with the highest step placement shall be considered more senior.
4. If there is still a tie in seniority, the employer shall have discretion to determine which teacher(s) shall be placed on unrequested leave of absence.

**Section 4. Benefit Eligibility:** Any teacher placed on unrequested leave of absence shall remain eligible for all employee benefit plans, subject to the approval of the insurance carrier, but must pay the entire premium during the period of such leave.

**Section 5. Address Notification:** When placed on unrequested leave, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position should be mailed. Notice of any applicable vacancies shall be sent to all qualified teachers by registered mail and it shall be the responsibility of each teacher upon receipt to respond within a fifteen (15) calendar day period, if the teacher wishes to accept the position. The senior qualified teacher indicating willingness to accept the position shall be offered a contract. Failure of a notice to reach a teacher on unrequested leave shall not be the responsibility of the School District if the notice has been mailed as provided herein. Failure to reply in writing within such fifteen (15) calendar day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and shall forfeit any future reinstatement or employment rights. The School District shall also be free to fill

any position on an emergency basis pending completion of the reinstatement procedure. In order to be eligible for recall in the following school year, a teacher on unrequested leave shall notify the School District personnel office in writing prior to February 1st of each year of his/her willingness to accept recall to a position for which such teacher is licensed.

**Section 6. Establishment Of A Seniority List:**

**Subd. 1.** On or before November 15th of each year, the personnel office shall create a seniority list (by name, amount of seniority, licensure, salary lane placement, and salary step placement) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the district.

**Subd. 2.** Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof and request for seniority change to the personnel office.

**Subd. 3.** Within twenty (20) working days thereafter, the personnel office shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make appropriate changes. A final seniority list shall thereupon be prepared by the personnel office. Any teacher may challenge the final seniority list so prepared by filing a grievance. In the absence of a grievance filed within twenty (20) working days from the date of posting of the amended list, the posted seniority list will be conclusively deemed to be correct. Each year thereafter the personnel office shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, new employees, or lane changes. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

**Section 7. Unrequested Leave Consent Provision:**

**Subd. 1.** The School District retains the general right to assign teachers to positions for which they are licensed.

**Subd. 2.** A senior teacher who would otherwise be required to be transferred to a different area of licensure for the next school year because of the application of the Strand doctrine may be so transferred only with the teachers consent. If the teacher consents, the Strand transfer of that teacher shall be implemented. If the teacher does not consent, any transfer required by Strand shall be considered without a transfer of such non-consenting teacher.

**Subd. 3.** A teacher who consents to a transfer because of the application of Strand may, after the first year of teaching in the new area of licensure, require that he or she be reassigned for the next school year to the former area of licensure held. However, the district shall not be required to create a position to accommodate this request. The teacher shall make such desire known by giving written notice of the intention to return to the former area of licensure, to the personnel office, by March 15th.

## ARTICLE X

### SEVERANCE PAY, DEFERRED COMPENSATION AND RETIREMENT (TEACHERS)

**Section 1. Severance Pay:** Full-time teachers who have completed at least twelve (12) years of continuous service with the School District and who have retired prior to July 1, 2017 shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School District.

**Subd. 1. Deceased Employee:** In the event a full-time teacher who has completed at least twelve (12) years of continuous service with the School District, and is not currently participating in the deferred compensation plan, passes away prior to the submission of a written resignation to the School District, all severance benefits eligible to the deceased shall then be awarded to the teacher's beneficiary.

**Section 2. Full-time Status:** This Article shall apply only to teachers whose service has been full-time, as defined by this Agreement.

**Section 3. Severance Calculation:** Eligible teachers, upon retirement, shall receive as severance pay the amount obtained by multiplying 100% of his/her unused number of sick days, not to exceed 140 days, times his/her daily rate of pay.

**Section 4. Calculations:** In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

**Section 5. Severance Limits:** The total severance benefit as defined in Article X, Sections 1-4 shall not exceed \$52,000.

**Section 6. Severance Payment:** Severance pay shall be paid by the School District in either a lump sum or in two (2) equal annual installments over a time period not to exceed one (1) year from the effective date of the retirement. Upon the death of the employee during this one-year period, any of the severance balance due will be paid to the designated beneficiary.

**Subd.1.** Severance pay shall not be granted to any teacher who is discharged by the district due to just cause.

**Section 7. Health, Hospitalization, Dental:** In addition, all full-time teachers upon retirement shall be eligible to remain in the existing group health, hospitalization, and dental insurance programs, at the teacher's expense, subject to approval of the carrier.

**Section 8. 403(b) Deferred Compensation Plan:** Benefit eligible teachers as described in Article XVI, Section 1, are eligible to participate in the District's 403(b) / Deferred Compensation Plan. Teachers who have completed at least three (3) years of full-time service with the school district shall be eligible for the School District's matching contribution to such a plan pursuant to M.S. 356.24. Once participation in the

Deferred Compensation District Matching Contribution Plan has been elected, that teacher is no longer eligible for severance benefit per Article X Sections 1-4 of this Master Agreement.

**Subd. 1.** The district will match the eligible teacher’s annual contributions based upon their completed years of service, according to the certified staff seniority list. The district shall contribute annually an amount equal to the amount contributed by the teacher. This amount shall not exceed the maximum amount outlined in this subdivision.

<b>Years of Service</b>	<b>Maximum Match 2013-14</b>	<b>Maximum Match 2014-15</b>
0-3	\$0	\$0
4-9	\$650	\$750
10-15	\$900	\$1000
16-21	\$1,650	\$1,750
22-or more	\$1,925	\$2,000

**Subd. 2.** All teachers hired by the district before July 1, 1996 and retiring by June 30, 2017 will continue to be covered under the severance language of Article X, Sections 1-6.

**Subd. 3.** All teachers hired by the district after June 30, 1996 or retiring after June 30, 2017 will not be eligible for severance pay as described in Article X. Sections 1-6.

**Subd. 4.** The maximum career matching contribution by District #721 shall be \$35,000. This amount and matching contribution amounts may be changed through the negotiation process.

**Subd. 5.** A salary reduction authorization agreement must be completed by October 1 for the teacher to initiate or change contributions in the 403B matching contributions plan for that school year. In the event that a contract has not been ratified by the beginning of the school year, the teacher will have one month after ratification to initiate or make changes to their matching plan.

**Subd. 6.** Teachers on unpaid leave may not participate in the matching plan while on leave. Teachers on part-time leave of absence from a full-time position may continue to participate with the district contribution pro-rated as described in Article XVI, Section 1. Teachers on sabbatical as described in Article VIII, Section 6, shall retain the option of participation with the matching amount pro-rated at 50% for the duration of the leave.

## **ARTICLE XI**

### **HOURS OF SERVICE**

**Section 1. Basic Day:** The basic teacher's day, inclusive of lunch, shall be eight (8) continuous hours.

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

**Section 3. Preparation Time:** Full-time teachers shall be provided with a minimum of 50 consecutive minutes of preparation time within the student contact day. The Primary level (K-2), preparation time shall be in no more than two equal blocks of time. Preparation time for all teachers will be based on the formula of 5 minutes preparation for every 25 minutes of instructional time. If a teacher is required to travel between schools, the travel time may not consume any of the contractually-approved preparation time.

## ARTICLE XII

### LENGTH OF THE SCHOOL YEAR

**Section 1. Teacher Duty Days:** Pursuant to Minn. Stat. 126.12, the School District shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next year as follows:

(School Year)

1. 183 duty days for all teachers except those new to the system.
2. 184 duty days for all teachers new to the system.
3. 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.

**Section 2. Emergency Closing of the School:** In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School District or its designated representative shall determine if any.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by either party resulting in a dispute or disagreement as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

**Section 2. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 3. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the respective teacher's building principal, setting forth the facts and

the specific provision of the Agreement allegedly violated and the particular relief sought within ten working days after the date the event giving rise to the grievance occurred or within ten working days after the aggrieved party should have been aware of the event. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee. Either or both parties may have a representative at all levels. This shall not affect notice requirements.

**Section 4. Adjustment of Grievance:** The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussion, the building principal shall give a written decision on the grievance to the parties involved within ten working days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten working days after receipt of the decision or in the event there is no response within the ten day period referred to in Level I. If a grievance is appealed the Superintendent or his/her designee shall meet regarding the grievance within ten working days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten working days after receipt of the decision in Level II. In the event there is no response to the appeal at Level II within ten days of receipt of the appeal by the Superintendent, the aggrieved party shall have ten working days to submit his appeal to the School Board. If a grievance is appealed to the School Board, the School District shall hear the grievance within ten working days after receipt of the appeal, or by mutual agreement, the next Board meeting. Within ten working days after the meeting, the School District shall issue its decision in writing to the parties involved. At the option of the School District, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

**Subd. 4. Grievance Mediation:** If the grievance remains unresolved after Levels I – III of this grievance procedure, the parties may mutually agree to submit the grievance to mediation with the Minnesota Bureau of Mediation services. Within ten working days of the response at Level III, a party wishing to enter grievance mediation shall file a petition for mediation services with the BMS and shall provide a

copy of the petition to the other party. If either party requests grievance mediation, timelines shall be temporarily waived. If either party at any time refuses to continue with grievance mediation, that party shall give written notice to the other, at which time the timelines shall resume according to the procedure in this Article. If either party provides such notice, the grievance may be appealed to arbitration in writing within ten working days of the notice of discontinuation of mediation. The purpose of grievance mediation is to explore interests related to the grievance and possible ways to resolve the grievance. Accordingly, no offers, counter offers, or any documentation relating to the grievance mediation shall be used by either party at arbitration. If the parties reach resolution, the agreement shall be put into writing.

**Section 5. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School District reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Section 6. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided in subdivision 3 shall constitute a denial of the grievance.

**Section 7. Arbitration Procedures:** In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such a request must be filed in the office of the Superintendent within ten working days following the decision in Level III of the grievance procedure or pursuant to the grievance mediation step as referenced above.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request a list of arbitrators from the Bureau of Mediation Services (BMS) providing such request is made within ten working days after request for arbitration. The parties will select an arbitrator from the list either by mutual agreement or by other mutually agreeable method. The parties shall make reasonable efforts to select an arbitrator within fifteen working days after the receipt of the list. Failure to request an arbitrator list from the Bureau of Mediation Services within the time period provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

A. Upon appointment of the arbitrator, the appealing party shall within ten days after notice of appointment forward to the arbitrator, with a copy to the other party, the submission of the grievance which shall include the following:

1. The issues involved
2. Statement of the facts
3. Position of the grievant
4. The written documents relating to Section 4, Article XI of the grievance procedure
5. If there is to be evidence that has not been introduced at a lower level, three days notice of the nature of the evidence shall be given to the other party.

B. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

**Subd. 6. Decision:** The decision by the arbitrator should be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the PELRA of 1971, as amended.

**Subd. 7. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 8. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the

functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issues in dispute, in his order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XIV**

### **EARLY CHILDHOOD FAMILY EDUCATION TEACHERS (ECFE) AND ADULT BASIC EDUCATION TEACHERS (ABE)**

**Section 1. Definition and Eligibility:** This article applies to all Early Childhood Family Education (ECFE) and Adult Basic Education (ABE) teachers who meet the definition provided in Section 2 of this article.

**Section 2. Statutory Consideration:** Pursuant to Minn. Stat. 122A.26, an ECFE teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. However, Minn. Stat. 122A.12 specifically provides that such licensure shall not be construed to bring such an ECFE teacher within the definition of a teacher for purposes of Minn. Stat. 122A.40, Subd. 1. An ABE teacher is not included in the definition of a teacher for purposes of Minn. Stat. 122A.40, Subd. 1.

**Section 3. Probationary Period:** The probationary period of ECFE/ABE teachers shall be three school years of continuous service. During the probationary period, the School District may non-renew the contract of any ECFE/ABE teacher as it sees fit, and the teacher shall not have access to the grievance procedure of this master agreement to challenge the non-renewal.

**Section 4. Seniority:** Separate seniority lists for all ECFE and ABE teachers will continue on the Community ED Seniority List for Certified Staff. ECFE and ABE teachers shall earn seniority in the School District from their original date of employment in the ECFE and ABE programs. For purposes of layoff and recall, seniority rights may only be exercised within the particular categories, namely ECFE and ABE teachers. A teacher in one of these two categories shall have no seniority rights in the other category.

**Section 5. Hours of Service:** Recognizing the unique and irregular nature of the ECFE and ABE program, the hours of service, and duty day shall be assigned by the School District and modified from time to time based upon the needs of the program as recommended by the Community Education Director and ECFE Director. The duty year for ECFE and ABE teachers shall be from August 15 to June 15. Any job outside of these dates shall be posted as a new position and not subject to managerial reassignment.

**Subd. 1.** Prior to July 1<sup>st</sup> of each year, all ECFE and ABE teachers shall be notified in writing of the hours of their employment for the upcoming school year.

**Subd. 2.** Prior to July 1<sup>st</sup> of each year, the Community Education Director shall establish and present to each ECFE and ABE teacher, a tentative calendar and schedule of teacher duty days and events associated with ECFE and ABE instruction for the upcoming school year.

**Section 6. Wages and Benefits:**

**Subd. 1.**

	<b>2013-14</b>	<b>2014-15</b>	<b>2013-15 Masters</b>
Step 1	23.21	24.04	1.00
Step 2	23.73	24.58	1.00
Step 3	24.10	24.97	1.00
Step 4	24.82	25.72	1.00
Step 5	25.34	26.26	1.00
Step 6	25.85	26.79	1.00

**Section 7. Sick Leave:** ECFE and ABE teachers shall be allowed 12 days of sick leave annually. Unused sick leave may accumulate to a maximum of 60 days. One day of sick leave will be measured equal to the hours missed per notice of your assignment. One paid personal day is allowed each year for all ECFE and ABE teachers. For such teachers who are scheduled to work at least 1000 hours in a school year, one additional personal day (total of two) shall be allowed. A maximum of one (1) day may be carried over from one year to the next year for a total of a maximum of two (2) days or for those employees scheduled to work at least 1000 hours in a school year, a maximum of three (3) days of personal leave. Personal day hours are deducted from the accumulated sick leave based on the hours missed per your notice of assignment. Sick leave for the care of other relatives (adult child, spouse, sibling, parent or stepparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration.

**Section 8. Prep Time:** The ECFE/ABE Coordinator and teachers will work together to determine the time needed for staff meetings, parent-teacher conferences, and daily planning and preparation time needed by the teachers. Preparation time shall be no less than 15 minutes per class not to exceed 60 minutes on a given work day.

**Section 9. Applicable Articles of the Master Agreement:** All ECFE and ABE teachers shall be covered by the following areas of the Master Agreement:

Article 1 – Purpose

Article 2 – Recognition of Exclusive Representation

Article 3 – School District Rights

Article 4 – Teacher Rights

Article 9 – Unrequested Leave of Absence and Seniority Policy: Section 1, Section 2, Section 4,  
Section 5, Section 6

Article 13 – Grievance Procedure

Article 14 – Conformity to Law

Article 15 – Duration

Article 16 – Publication of the Agreement

Article 17 – Document Authorization

Only full-time ECFE and ABE teachers (working more than 732 hours per school year) shall be covered by the following areas of the Master Agreement:

Article 7 – Group Insurance

Article 8 – Leaves of Absence: Section 3 - Bereavement Leave, Section 4 – Child Care Leave,  
Section 6 – Military Leave, Section 8 – Medical Leave

Article 10 – Severance Pay, Deferred Compensation and Retirement, Section 7, Section 8

**Section 10. Articles of the Master Agreement not Applicable:** All ECFE and ABE teachers shall not be covered by the following areas of the Master Agreement:

Article 5 – Basic Schedules and Rates of Pay

Article 6 – Extra Compensation

Article 8 – Leaves of Absence: Section 1 – Sick Leave, Section 2 – Personal Leave,  
Section 5 – Sabbatical Leave, Section 7 – Leave of Absence

Article 9 – Unrequested Leave of Absence and Seniority Policy: Section 3 – Ties in Seniority,  
Section 7 - Unrequested Leave Consent Provision,

Article 10 – Severance Pay, Deferred Compensation and Retirement Sections 1-6

Article 11 – Hours of Service

Article 12 – Length of the School Year

Schedules A-I

## **ARTICLE XV**

### **CONFORMITY TO LAW**

**Section 1. Conformity:** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XVI  
BENEFIT ELIGIBILITY**

**Section 1. Eligibility:** Teachers employed for ½ year or more and contracted for .75 FTE and above for ½ year or more will receive full-time benefits. Teachers employed for .5 FTE to .74 FTE for ½ year or more will receive pro-rated benefits. The pro-rated benefit amount will be set yearly at the portion of an FTE the employee initially begins employment at for that year. Changes will only occur if the employee moves to .75 FTE and above or .49 FTE or below.

**Section 2. Ineligibility:** Teachers working less than a .5 FTE will not receive benefits.

**Section 3. Grandfathered Employees:** Teachers who are employed part-time in 2011-12 will be grandfathered in at their 2011-12 FTE. Should their FTE status change during the year, their pro-ration amount will change also. In any event should their FTE status change to where they are at .75 FTE or above, or .49 FTE or below, then their status would change to the appropriate language in this article. As per Sec. 1 These employees would still be considered grandfathered employees in future years unless otherwise agreed to by the district and the employee.

**ARTICLE XVII  
REHIRED RETIRED TEACHERS**

**Section 1. Rehired Retired Teachers:** The District may rehire retired teachers for positions including long-term substitute positions according to the following provisions:

**Subd. 1.** The exclusive representative recognizes the voluntary waiver of continuing contract rights by retirees who want to return to teaching.

**Subd. 2.** The salary placement will be determined by the mutual agreement between the teacher and District.

**Subd. 3.** All benefits and leave time will be provided according to the Master Agreement, except 403(b) contributions and accumulation of leave time.

**ARTICLE XVIII  
DURATION**

This Contract shall be retroactive to July 1, 2013 and shall continue in effect until June 30, 2015. If a new and substitute Contract has not been duly entered into prior to June 30, 2015, the terms of this Contract shall continue in full force and effect until such substitute Contract is adopted.

## **ARTICLE XIX**

### **PUBLICATION OF THE AGREEMENT**

Attached copies of this Agreement titled “Master Agreement between the Independent School District No. 721 and New Prague Education Minnesota, EM-NEA,” shall be electronically mailed (emailed), using the school district electronic address, to every teacher now employed or hereafter employed at the expense of the School District within thirty (30) days after the Agreement is signed.

**ARTICLE XIX**

**DOCUMENT AUTHORIZATION**

In witness whereof the parties hereto caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures to be placed hereon, all on the day and year first below written.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

NEW PRAGUE EDUCATION MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 721

By: \_\_\_\_\_

Its President

By: \_\_\_\_\_

Its Chairperson

By: \_\_\_\_\_

Its Chief Negotiator

By: \_\_\_\_\_

Its Clerk

By: \_\_\_\_\_

Chief Board Negotiator

**SCHEDULE A**

**2013-14**

<b>Steps</b>	<b>BA</b>	<b>BA +15</b>	<b>BA +30</b>	<b>BA +45</b>	<b>BA +60</b>	<b>MA</b>	<b>MA +15</b>	<b>MA +30</b>	<b>MA +45</b>	<b>MA +60</b>
	<b>BA</b>	<b>BA+10S</b>	<b>BA+20S</b>	<b>BA+30S</b>	<b>BA+40S</b>	<b>MA</b>	<b>MA+10S</b>	<b>MA+20S</b>	<b>MA+30S</b>	<b>MA+40S</b>
1	33958	35659	36759	37968	38954	39371	40646	41844	43197	44186
2	34058	35869	37085	38306	39371	39604	40766	41967	43197	44447
3	34530	36569	37866	39164	40325	40563	41791	43066	44372	45708
4	35002	37270	38647	40025	41399	41521	42815	44166	45550	46968
5	35946	38667	40202	41744	43061	43443	44860	46362	47905	9201
6	36889	40068	41641	43207	44604	45092	46633	48274	50112	51404
7	37832	41341	43066	44781	46493	46863	48525	50306	52151	53628
8	37832	42612	44487	46348	48378	48618	50404	52072	54055	56105
9	37832	43873	45894	47806	50263	50263	52171	54234	56370	58587
10	37832	45259	47201	49498	52151	52151	54183	56393	58686	61067
11	37832	45259	47858	49892	52151	52567	54452	56673	58978	61067
12	37832	45259	48877	51056	53156	53738	55792	57854	60166	62072
13	37832	45259	49021	51358	53738	54056	56121	58368	60701	62751
14	37832	45259	50043	52380	54754	55078	57143	59390	61723	63955
15	37832	45259	50043	52380	55078	55078	57143	59390	61723	64144
16	37832	45259	51065	53402	56100	56100	58165	60412	62745	65166
17	37832	45259	51065	53402	56100	56100	58165	60412	62745	65166
18	37832	45259	51065	54424	57122	57122	59187	61434	63767	66188
19	37832	45259	51065	54424	57122	57122	59187	61434	63767	66188
20	37832	45259	51065	55446	58144	58144	60209	62456	64789	67210
21	37832	45259	51065	55446	58144	58144	60209	62456	64789	67210
22	37832	45259	51065	58340	60850	61210	63275	65522	67855	70276

\*Teachers who remain on the BA lane will not advance beyond Step 7 on the schedule. However, once a teacher advances to the BA+15 Quarter (BA+10 Semester) lane and has been frozen at the BA step for one or more years, they shall advance at the time they are granted their lane change to 8BA+15 Quarter (8BA+10 Semester). Teachers not frozen at the 7BA lane for one or more years shall advance on the salary schedule in a normal fashion when a lane change is granted.

\*\*Upon reaching Step 10, all teachers will continue to advance in accordance with the years of district teaching service. This movement will commence from schedule placement at the time of initial employment in the New Prague District.

## SCHEDULE B

2014-15

<b>Steps</b>	<b>BA</b>	<b>BA +15</b>	<b>BA +30</b>	<b>BA +45</b>	<b>BA +60</b>	<b>MA</b>	<b>MA +15</b>	<b>MA +30</b>	<b>MA +45</b>	<b>MA +60</b>
	<b>BA</b>	<b>BA+10S</b>	<b>BA+20S</b>	<b>BA+30S</b>	<b>BA+40S</b>	<b>MA</b>	<b>MA+10S</b>	<b>MA+20S</b>	<b>MA+30S</b>	<b>MA+40S</b>
1	35181	36764	37898	39145	39957	40788	42109	43351	44968	45556
2	35455	37340	38606	39876	40592	41227	42437	43688	44968	46269
3	35946	38069	39419	40770	41777	42226	43504	44832	46191	47582
4	36438	38798	40231	41666	42889	43223	44570	45977	47417	48894
5	37420	40253	41851	43455	44395	45224	46699	48263	49869	50972
6	38402	41710	43141	44763	45764	46715	48312	49771	51916	52740
7	39384	42829	44401	46169	47005	48316	50029	51614	53768	54754
8	39384	44146	45866	47553	48910	49882	51715	53426	55460	56722
9	39384	45233	47088	48810	50816	51319	53266	54830	56991	59232
10	39384	46662	48192	50538	52725	52725	54779	57013	59332	61739
11	39384	46662	49581	51439	52725	54196	55868	58147	60511	61739
12	39384	46662	50637	52894	54273	55673	57521	59648	62031	63375
13	39384	46662	51031	53463	55673	56272	58422	60762	63189	64696
14	39384	46662	52095	54527	56452	57336	59486	61825	64253	66258
15	39384	46662	52095	54527	57060	57336	59486	61825	64253	66774
16	39384	46662	53159	55591	58119	58400	60550	62889	65317	67838
17	39384	46662	53159	55591	58400	58400	60550	62889	65317	67838
18	39384	46662	53159	56655	59464	59464	61614	63953	66381	68901
19	39384	46662	53159	56655	59464	59464	61614	63953	66381	68901
20	39384	46662	53159	57719	60528	60528	62678	65017	67445	69965
21	39384	46662	53159	57719	60528	60528	62678	65017	67445	69965
22	39384	46662	53159	60440	62737	63719	65869	68209	70637	73157

\*Teachers who remain on the BA lane will not advance beyond Step 7 on the schedule. However, once a teacher advances to the BA+15 Quarter (BA+10 Semester) lane and has been frozen at the BA step for one or more years, they shall advance at the time they are granted their lane change to 8BA+15 Quarter (8BA+10 Semester). Teachers not frozen at the 7BA lane for one or more years shall advance on the salary schedule in a normal fashion when a lane change is granted.

\*\*Upon reaching Step 10, all teachers will continue to advance in accordance with the years of district teaching service. This movement will commence from schedule placement at the time of initial employment in the New Prague District.

**SCHEDULE C  
CO-CURRICULAR  
2013-14**

<b>TITLE OF POSTION</b>	<b>TOTAL POINTS</b>	<b>Total</b>		<b>TITLE OF POSTION</b>	<b>TOTAL POINTS</b>	<b>TOTAL</b>
	<b>2013-14</b>	<b>\$125</b>			<b>2013-14</b>	<b>\$125</b>
<b>Head Coach</b>				<b>Drama</b>		
Football	45	\$5625		Spring Production Director	34	\$4250
Basketball	45	\$5625		Spring Scene Designer	20	\$2500
Hockey	45	\$5625		Spring Technical Director	5	\$625
Wrestling	45	\$5625		Musical Production Director	45	\$5625
Volleyball	39	\$4875		Musical Music Director	34	\$4250
Track	39	\$4875		Musical Scene Designer	25	\$3125
Gymnastics	39	\$4875		Musical Technical Director	8	\$1000
Baseball	39	\$4875		Musical Assistant	25	\$3125
Softball	39	\$4875		One Act Play	17	\$2125
Swimming	39	\$4875		Middle School	17	\$2125
Adaptive Floor Hockey	39	\$4875				
Adaptive Softball	39	\$4875		<b>Music</b>		
Soccer	39	\$4875		Pep Band	20	\$2500
Golf	34	\$4250		HS&MS Jazz Band	10	\$1250
Tennis	34	\$4250		Polka Band	15	\$1875
Cross Country	34	\$4250		Pop Choir	15	\$1875
Fall Cheer Coach	20	\$2500		Summer Marching Band	10	\$1250
Winter Cheer Coach	23	\$2875		Honors Competition	10	\$1250
				MS Pop Group (2 Total: 1-Music Express, 2-Beauty/Central/Barber)	10	\$1250
Dance	34	\$4250				
<b>Strength Coach</b>				<b>Speech</b>		
Fall	13	\$1625		Head Coach	23	\$2875
Winter	16	\$2000		Assistant	15	\$1875
Spring	16	\$2000		MS Speech	15	\$1875
<b>Varsity Assistant</b>				<b>Newspaper/Annual</b>		
Football	34	\$4250		High School	29	\$3625
Basketball	34	\$4250		Middle School	20	\$2500
Hockey	34	\$4250		Elementary Yearbook	6	\$750
Wrestling	34	\$4250				
Volleyball	28	\$3500		<b>Academic Comp</b>	15	\$1875
Track	28	\$3500				
Gymnastics	28	\$3500		<b>Academic Club</b>	12	\$1500
Baseball	28	\$3500		Youth In Govt Head	15	\$1875
Softball	28	\$3500		Youth In Govt Asst	10	\$1250
Swimming	28	\$3500				
Adaptive Floor Hockey	28	\$3500		<b>Student Council Advisor</b>		
Adaptive Softball	28	\$3500		High School	20	\$2500
Soccer	28	\$3500		Middle School	20	\$2500
Golf	23	\$2875				
Tennis	23	\$2875				
Cross Country	23	\$2875				

TITLE OF POSTION	TOTAL POINTS	Total		TITLE OF POSTION	TOTAL POINTS	TOTAL
	<b>2013-14</b>	<b>\$125</b>			<b>2013-14</b>	<b>\$125</b>
Winter Cheer Coach	12	\$1500		<b>Academic Challenge</b>		
Dance	23	\$2875		Head	23	\$2875
				Assistant	15	\$1875
<b>B Squad</b>						
Football	29	\$3625		<b>National Honor Society</b>	20	\$2500
Basketball	29	\$3625				
Hockey	29	\$3625				
Wrestling	29	\$3625				
Volleyball	24	\$3000				
Track	24	\$3000				
Baseball	24	\$3000				
Softball	24	\$3000				
Soccer	24	\$3000				
<b>9th Grade</b>						
Football	25	\$3125				
Basketball	25	\$3125				
Hockey	25	\$3125				
Wrestling	25	\$3125				
Volleyball	21	\$2625				
Baseball	21	\$2625				
Softball	21	\$2625				
<b>7th/8th Grade/MS</b>						
Football	20	\$2500				
Basketball	20	\$2500				
Wrestling	20	\$2500				
Volleyball	16	\$2000				
Baseball	16	\$2000				
Softball	16	\$2000				
Track	16	\$2000				
Soccer	16	\$2000				
Golf	13	\$1625				
Tennis	13	\$1625				
Cross Country	13	\$1625				

**SCHEDULE C  
CO-CURRICULAR  
2014-15**

<b>TITLE OF POSTION</b>	<b>TOTAL POINTS</b>	<b>TOTAL</b>		<b>TITLE OF POSTION</b>	<b>TOTAL POINTS</b>	<b>TOTAL</b>
	<b>2014-15</b>	<b>\$127</b>			<b>2014-15</b>	<b>\$127</b>
<b>Head Coach</b>				<b>Drama</b>		
Football	45	\$5715		Spring Production Director	34	\$4318
Basketball	45	\$5715		Spring Scene Designer	20	\$2540
Hockey	45	\$5715		Spring Technical Director	5	\$635
Wrestling	45	\$5715		Musical Production Director	45	\$5715
Volleyball	39	\$4953		Musical Music Director	34	\$4318
Track	39	\$4953		Musical Scene Designer	25	\$3175
Gymnastics	39	\$4953		Musical Technical Director	8	\$1016
Baseball	39	\$4953		Musical Assistant	25	\$3175
Softball	39	\$4953		One Act Play	17	\$2159
Swimming	39	\$4953		Middle School	17	\$2159
Adaptive Floor Hockey	39	\$4953				
Adaptive Softball	39	\$4953		<b>Music</b>		
Soccer	39	\$4953		Pep Band	20	\$2540
Golf	34	\$4318		HS&MS Jazz Band	10	\$1270
Tennis	34	\$4318		Polka Band	15	\$1905
Cross Country	34	\$4318		Pop Choir	15	\$1905
Fall Cheer Coach	20	\$2540		Summer Marching Band	10	\$1270
Winter Cheer Coach	23	\$2921		Honors Competition	10	\$1270
				MS Pop Group (2 Total: (1- Music Express 2 – Beauty/Central/Barber)	10	\$1270
Dance	34	\$4318				
<b>Strength Coach</b>				<b>Speech</b>		
Fall	13	\$1651		Head Coach	23	\$2921
Winter	16	\$2032		Assistant	15	\$1905
Spring	16	\$2032		MS Speech	15	\$1905
<b>Varsity Assistant</b>				<b>Newspaper/Annual</b>		
Football	34	\$4318		High School	29	\$3683
Basketball	34	\$4318		Middle School	20	\$2540
Hockey	34	\$4318		Elementary Yearbook	6	\$762
Wrestling	34	\$4318				
Volleyball	28	\$3556		<b>Academic Competition</b>	15	\$1905
Track	28	\$3556				
Gymnastics	28	\$3556		<b>Academic Club</b>	12	\$1524
Baseball	28	\$3556		Youth in Govt Head	15	\$1905
Softball	28	\$3556		Youth in Govt Asst	10	\$1270
Swimming	28	\$3556				
Adaptive Floor Hockey	28	\$3556		<b>Class/Service Club/Fundraiser/Dance Advisor</b>		
Adaptive Softball	28	\$3556		High School	4	\$508
Soccer	28	\$3556		Middle School	4	\$508
Golf	23	\$2921		Homecoming	6	\$762
Tennis	23	\$2921				

TITLE OF POSTION	TOTAL POINTS	TOTAL		TITLE OF POSTION	TOTAL POINTS	TOTAL
	<b>2014-15</b>	<b>\$127</b>			<b>2014-15</b>	<b>\$127</b>
Cross Country	23	\$2921		<b>Student Council Advisor</b>		
Winter Cheer Coach	12	\$1524		High School	20	\$2540
				Middle School	20	\$2540
<b>B Squad</b>						
Football	29	\$3683		<b>Academic Challenge</b>		
Basketball	29	\$3683		Head	23	\$2921
Hockey	29	\$3683		Assistant	15	\$1905
Wrestling	29	\$3683				
Volleyball	24	\$3048		<b>National Honor Society</b>	20	\$2540
Track	24	\$3048				
Baseball	24	\$3048				
Softball	24	\$3048				
Soccer	24	\$3048				
<b>9th Grade</b>						
Football	25	\$3175				
Basketball	25	\$3175				
Hockey	25	\$3175				
Wrestling	25	\$3175				
Volleyball	21	\$2667				
Baseball	21	\$2667				
Softball	21	\$2667				
<b>7th/8th Grade/MS</b>						
Football	20	\$2540				
Basketball	20	\$2540				
Wrestling	20	\$2540				
Volleyball	16	\$2032				
Baseball	16	\$2032				
Softball	16	\$2032				
Track	16	\$2032				
Soccer	16	\$2032				
Golf	13	\$1651				
Tennis	13	\$1651				
Cross Country	13	\$1651				

**Section 1. Points Committee and Point Values:**

**Subd. 1.** An interim committee of three individuals designated by the School District and three individuals appointed by the exclusive representative of the teachers shall be formed to review the points assigned per activity as they relate to one another and to the current conditions and work load. Prior to the expiration of a contract a points committee meeting for review shall be called by NPEM. Upon completing such a review prior to May 1 of the year the contract expires, the results shall be forwarded to the parties involved in negotiations at the time. This committee is to recommend possible areas where point changes may be needed. At the expiration of this contract, the parties in subsequent negotiations may agree to the continuation of said interim committee for the subsequent contract.

**Subd. 2.** The point value is \$125 for the 2013-14 contract year and \$127 for the 2014-15 contract year.

**Section 2. Post Season Compensation:** The following formula will be used for post-season competition compensation: grant one point per contest for each contest beyond the first post-season team and/or individual contest, with the Principal and Activities Director determining the extent of involvement of the assistants and/or co-curricular advisors. For individual sports, each day of competition shall be considered a contest, regardless of the number of individuals or number of matches involved in that day.

**Section 3. Method of Payment:** Any individual working in an extra-curricular position may choose one of the following payment options:

1. Receive a 'lump sum' payment at the conclusion of the season. This payment will be made in the first regular payday after all duties have been completed and will be included on the regular paycheck.
2. Receive payment over the entire year. Co-curricular salaries would be added to the regular teaching paycheck. If receiving payments over the entire year causes the employee to be overpaid, the individual will be required to pay the district back for the overpayment.
3. The method of payment will be the same as in the prior year unless Human Resources is notified by September 1.

**Section 4. Leaves of Absence:** If a person holding an extra-curricular position, for personal or private reasons, should desire to discontinue holding that position for one school year, the School District shall reinstate the individual to the same position at the end of that school year. An individual planning to use the leave of absence must have notified the School District in writing by March 15 of the preceding school year. The individual shall receive no extra-curricular pay for this year's time. Extra-curricular leaves not to exceed four (4) individuals in any given year may be granted upon proper application. Extra-curricular leaves beyond four individuals shall be at the discretion of the School District. No longevity will be gained during the leave of absence and extensions of the leave beyond one school year,

upon proper application by the person holding the extra-curricular position, shall be at the discretion of the School District. All extra-curricular leaves of absence will be pending a suitable replacement. An individual may apply for an extra-curricular leave once every ten (10) years of service in that position.

**Section 5. Longevity:** In addition to the base point value assigned to each extra-curricular position, individuals working at extra-curricular positions will also receive an annual longevity increase based on the schedule below:

NUMBER OF YEARS <u>EXPERIENCE (CONTINUOUS)</u>	ADDITIONAL POINTS <u>EARNED ANNUALLY</u>
0-3 years	0 points
4-7 years	2 points
8-11 years	4 points
12+ years	6 points

**Subd. 1.** If a person holding a co-curricular position moves from that position to another within the same program, longevity will continue to be paid.

**Subd. 2.** Teachers directing drama activities will maintain their continuous years of service as long as they are directing at least one production each year.

**Section 6. Exclusions:** Extra Curricular jobs not included in the points analysis system above:

Effective February 1, 2014 – June 30, 2015:

Summer Music	\$26.00/hr
Drivers Training	\$26.00/hr
Curriculum Design	\$26.00/hr
Homebound Instruction	\$26.00/hr
In-school tutor	\$18.20/hr
Staff Development Instructor	\$67.50/class hr

## SCHEDULE D

### EXTENDED CONTRACTS

All teachers teaching on extended contracts in the summer shall be paid at the daily rate of their contract for the school year just completed. Payments on contracts for the next contract year will typically not start until the fall workshop begins. Exceptions to this will be staff who start earlier in August to prepare for the next school year.

Pro-ration shall be determined as follows:

**Step I.** Base Salary divided by 9 (months) equals Monthly Rate

Monthly rate x number of months contract is extended = extended contract pay. In the event a contract is extended for less than a one-month period, the monthly rate shall be determined and the number of weeks worked shall be determined on a four (4) week per month basis:

Step II. (2 weeks) A. Calculate Step I

B. Monthly salary (Step I divided by 4 equals weekly rate)

C. Weekly rate x number of weeks contract is extended = extended contract pay.

## SCHEDULE E EXTRA DUTY ASSIGNMENTS

### **\*Sub-Varsity Event Workers for One Event (\$35)**

- Timer
- Scorekeeper
- Judge
- Clockkeeper
- Libero Tracker
- Official

### **\*Sub-Varsity Event Worker for Two Events (\$55)**

- Timer
- Scorekeeper
- Judge
- Clockkeeper
- Libero Tracker
- Official

### **\*Varsity Event Worker for One Event (\$55)**

- Timer
- Scorekeeper
- Judge
- Clockkeeper
- Scoreboard
- Libero Tracker
- Announcer
- Official

**\*Dual Varsity Event Worker or One Varsity and One Sub-Varsity (\$75)**

- Timer
- Scorekeeper
- Judge
- Clockkeeper
- Scoreboard
- Libero Tracker
- Announcer
- Official

**Tickets**

- 1-3 Hours (\$35)
- 3-5 Hours (\$55)
- Over 5 Hours (\$75)

**Supervisors**

- 1-3 Hours (\$35)
- 3-5 Hours (\$55)
- Over 5 Hours (\$75)

\*Certified officials will receive \$10 more per event.

**6<sup>th</sup> Grade environmental learning center trip stipends**

- \$700 (3 positions) for team leads
- \$400 (7 positions) for the rest of 6<sup>th</sup> grade teaching staff

**SCHEDULE F**

**TEACHING AN OVERLOAD**

In the event a teacher volunteers for a direct instruction assignment during their scheduled preparation time or duty free lunch, they will be compensated an additional 1/6 of the individual's Base Salary.

**SCHEDULE G**

**HOURLY SUBSTITUTES**

Teachers who substitute for a fellow teacher during their preparation period shall be paid \$50.00. When a teacher receives for three (3) hours or more in one school day, seven (7) or more students from another teacher's classroom due to unusual circumstances, the teacher will be paid an amount equal to 60% of the current daily substitute pay.

**SCHEDULE H**  
**LEADERSHIP POSITIONS**

**Section 1. Leadership Positions:** Teachers serving in leadership positions shall be compensated per the following classifications:

Class I	\$650
Class II	\$1,300
Class III	\$1,600

**Section 2. Multiple Positions:** Teachers may hold more than one but not more than three leadership positions each year. Each position will be compensated separately.

**Section 3. Postings:** Leadership positions shall be posted annually with a job description that clearly states the classification. The building or program administrator shall select the leadership staff through an application process.

**SCHEDULE I**  
**SUMMER SCHOOL/TARGETED SERVICES SALARY SCHEDULE**

	<b>2013-14</b>	<b>2014-15</b>
Step 1	\$24.84	\$25.59
Step 2	\$25.79	\$26.56
Step 3	\$26.75	\$27.55
Step 4	\$27.72	\$28.55

Note: If teachers provide extended school year services to students with IEP's, they will be paid their per diem rate.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ISD 721 AND NPEM**

**PEER REVIEW/MENTORING**

Minnesota Statute: MS 122A.40, Subdivisions 6 and 8 provide that a School Board and an exclusive representative of the licensed staff shall develop a peer review process for probationary and continuing contract licensed staff through joint agreement. This memorandum of understanding is applicable as long as it remains in statute. The specific language shown below is applicable as long as the district is required to allocate a portion of its revenue to staff development.

**Section 1. Purpose and Philosophy:** The purpose of peer assistance and review/mentoring is to improve instruction to students by providing additional opportunities for teacher growth through observation and discussion of instructional strategies and techniques. Teachers and other staff have a professional right and responsibility to each other for promotion of professional growth of the staff.

**Section 2. Scope:** The peer review/mentoring process shall be available to both continuing contract and probationary teachers. The process involves professional development only and does not include evaluations or judgments. Decisions regarding tenure, discipline, termination, and other related matters shall remain with the authority and discretion of the School Board and administration, subject to applicable laws, regulations, School Board policies and collective bargaining units.

**Section 3. Site-Based Peer Coaching Assistant:** Each building site within the district may have a Peer Coaching Assistant (PCA). Throughout the year, the PCA will work in collaboration with the Mentor and Mentee. Responsibilities toward the Mentor/Mentee may include:

- 1) Opportunities for each teacher at the site to receive peer review/mentoring on a yearly basis;
- 2) The sharing of successful practices through collaboration and reflective practice;
- 3) A problem-solving facilitator;
- 4) Ensuring the reduction of isolation among teachers;
- 5) Creating a forum for addressing instructional problems, e.g., monthly meetings which address specific topics

**Section 4. Site-Based Peer Coaching Assistant and Site-Based Peer Mentor:** Each building site within the district will ask a certified teacher to work with a new teacher/staff person. Responsibilities toward the Mentee may include:

- 1) A similar work assignment whenever possible
- 2) Being a Role Model and an Advocate

- Work to establish a strong relationship which instills trust, mutual respect and collegiality
  - Encourage, support, guide, and provide feedback to the mentee
  - Help to provide an effective transition into teaching
- 3) Having the Ability to Communicate with the Mentee
- Contact mentees a minimum of once a week for formal and informal meetings
  - Be a resource for mentees regarding procedures, and curricula
  - Help make the new teachers' transition from mentor/mentee training into the actual classroom setting a smooth one
- 4) Being a Resource
- Be willing to strengthen pedagogy by sharing ideas, thoughts, and information with the mentee

**Section 5. Peer Review/Mentoring Activities:** Specific peer review/mentoring activities shall be developed by the site Peer Coaching Assistant and will be subject to the following guidelines:

- 1) Activities developed in this process shall be for teacher improvement/enrichment and will not be used for teacher discipline or discharge.
- 2) Peer Review/Mentoring will be by mutual agreement and will be confidential between the teachers involved.
- 3) Videotapes/Audiotapes produced during this process shall remain the sole property of the teacher being videotaped or audiotaped.
- 4) Any portfolios created by or about a teacher shall remain the sole property of the teacher.

**Section 6. Peer Review/Mentoring Costs:** Where peer review activity necessitates out-of-classroom time or other indirect costs, the Staff Development Committee at each site shall use available site money or request special mentorship funds from the District Staff Development Committee. All expenditures must have the approval of either the site or District Staff Development Committees, whichever is applicable. The School Board shall annually approve a staff development budget.

NPED Representative	Date	School District Representative	Date
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ISD 721 AND NPEM**

**5 BLOCK/TRIMESTER-SCHEDULE**

This memorandum of understanding between the New Prague School District and the NPEM addresses issues that may result as the school system moves to different educational delivery systems.

The School District is not implementing instructional program changes in order to reduce the number of certified staff that are now employed. In fact, it is a goal of the District to move the student-teacher ratio lower as financial resources allow. The purpose of the proposed changes are strictly related to the goal of more success for more students and is not intended to reduce the District's needs for competent teachers.

Specific adjustments to current Master Agreement language include:

1. The duty day for full-time teachers under the proposed 5 block-trimester- schedule would be four classes. "Skinny" classes would count as 1/2 of the regular block.
2. Part-time teachers would have their contracts determined by the number of "twelfths" they taught. A full-time teacher would teach 4 blocks each trimester or 12 blocks per year. Thus a half-time teacher would teach the equivalent of 2 blocks each trimester or 6 blocks per year. Teachers would qualify for benefits for any assignment over six "twelfths" in one school year.
3. Each full-time teacher would have one regular block for preparation, staff meetings, and some rotating supervisory responsibilities. Part-time teachers would be prorated accordingly. At no time would preparation time fall below current contract language.
4. Pay for teaching a fifth block in any trimester would increase the teacher's salary by one-twelfth of their base pay. Teaching an additional block, if requested, would remain at the teacher's discretion.

The above conditions are agreed to this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
NPEM Representative

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ISD 721 AND NPEM**

**POST-RETIREMENT HEALTH CARE SAVINGS PLAN**

This Memorandum of Understanding between the New Prague Area School District and the NPEM, in accordance with Minnesota Statute §352.98, shall allow eligible teachers to participate in the Minnesota State Retirement System’s Post Retirement Health Care Plan. To be eligible, NPEM teachers:

1. Must, at the time of retirement from the district, meet all the requirements in Article X, Sections 1-7 and Article X, Section 8, subd. 2 of the Master Agreement.

Distribution of the Total Benefit: For all eligible teachers retiring from the District from July 1, 2013 through June 30, 2015, the severance pay deposited in the accounts indicated below shall be calculated by multiplying the total severance benefit due to the individual teacher according to Article X, Sections 1-7, by the percentages listed in the table below.

- A. Health Care Savings Plan (HCSP): For all eligible teachers, the District shall deposit the calculated amount in the teachers’ names into the Minnesota Sate Retirement System’s Post Retirement Health Care Saving Plan in accordance with the rules and policies of the MSRS.
- B. 403(b): For all eligible teachers, the District shall deposit the calculated amount into the 403(b) established by the teacher. Any amount that exceeds the retiree’s 403(b) limit shall be contributed to his/her account by January 31<sup>st</sup> of the following year.
- C. Severance Check(s): For all eligible teachers, the District shall pay the calculated amount in the teacher’s name by payroll check in either a lump sum, or in two equal installments over a time period not to exceed one year from the effective date of retirement.

<u>HCSP Amount</u>	<u>403(b) Amount</u>	<u>Severance Amount</u>
100%	0%	0%

The above conditions are agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
NPEM Representative