

MASTER AGREEMENT
Between
I.S.D. No. 2534
BOLD PUBLIC SCHOOLS
AND
The BOLD EA
2023-2025

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INTRODUCTION

This Master Agreement is entered into between the BOLD Education Association (hereinafter called the "Association"), as the teachers' exclusive representative, and Independent School District No. 2534 (hereinafter called the "District"). The purpose of this Agreement is to reduce to writing all of the agreements between the parties regarding terms and conditions of employment for teachers who are employed by the District, all in accordance with the provisions of the Public Employment Labor Relations Act (hereinafter called the "PELRA").

ARTICLE I RECOGNITION OF EXCLUSIVE REPRESENTATION

A. Recognition

The District hereby recognizes the Association as the sole and exclusive representative for all teachers who are employed by the District.

B. Exclusion

The District agrees not to negotiate with or recognize any teachers' organization other than the Association so long as the Association is the duly authorized exclusive representative of the teachers of the District.

ARTICLE II DEFINITIONS

A. 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 District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District's personnel policies affecting the working conditions of the teachers. The term does not include the District's educational policies, and the term is subject to the provisions of the PELRA.

B. Teacher

The word "teacher" shall mean a person in the appropriate unit employed by the District in a position for which the person must be licensed by the State of Minnesota but shall not include Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, daily substitute teacher who do not replace the same teacher for more than 30 days, confidential employees, and such other employees excluded by law.

C. Association

The word, "Association," shall mean the BOLD Education Association acting as the exclusive representative of teachers employed by the District.

D. District

The word "District" shall mean the School Board or its designated representative(s).

E. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

**ARTICLE III
DISTRICT RIGHTS**

A. District Rights and Responsibilities

The Association recognizes that the School Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the District to the full extent authorized by law. The Association further recognizes that the 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 District's functions and programs, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

B. Limitation and Obligation.

The Association recognizes the right and obligation of the School Board 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.

C. Effect of Laws, Rules, and Regulations.

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

D. Reservation of Management Rights.

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

ARTICLE IV ASSOCIATION RIGHTS

A. Deduction of Membership Dues.

Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues in the Association, including the Minnesota Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing. Upon receipt of a properly executed authorization card of the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the Association during the periods provided in said authorization and remit said deduction to the Association within 10 calendar days after payday accompanied by a list of the teachers for whom such deductions have been made. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.

B. Fair Share Fee.

Any teacher included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as exclusive representative in accordance with the PELRA's requirements.

Upon thirty (30) days' notice in writing to the District's payroll officer of the name of the teacher and the amount of the fair share fee certified by the Association, the District will deduct such fair share fee in installments from such teacher's paycheck each month and will forward such fees to the Association within 10 calendar days after payday accompanied by a list of teachers for whom such deductions have been made. The Association agrees to notify the District promptly whenever any teacher subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such teacher will be made. Any dispute as to the amount of such fee shall be solely between the Association and the teacher involved.

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

C. Transaction of Official Association Business.

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on District property at all reasonable times, provided that this transaction shall not interfere with or interrupt normal District operations. If a representative of the Association who is not an employee of this District desires to meet with a teacher during the teacher's workday, he or she shall first obtain permission of the building principal. Permission will be granted if this does not interfere or interrupt the normal District operations.

D. Access to Worksite.

Representatives of the Association shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Association members shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities. The Association agrees to pay the actual cost of the use of materials, such as paper, dittos, transparencies, and photocopy paper.

E. Right to Post Notices.

The Association has the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use teacher mailboxes for communications to teachers.

F. Access to Financial Data.

The District recognizes the right of the Association, in accordance with Minnesota law, to request and receive information from the District regarding budget and related financial data and related personnel information necessary for the Association to comply with its statutory responsibilities under the PELRA.

G. Association Leave.

For school years beginning in an odd-numbered year, six (6) days shall be allowed to the Association for conducting Association-related business. For school years beginning in an even-numbered year, three (3) days shall be allowed to the Association for conducting Association-related business. For days used beyond those stated above, the cost of the substitutes for teachers for any negotiations or mediation sessions held during the school day will be shared equally by the District and the Association. The Association shall notify the District at least 48 hours in advance of the name(s) of teachers who will be absent and the date the teacher(s) will be absent.

H. Meet and Confer.

The School Board has the obligation to meet and confer with the Association to discuss policies and those matters relating to their employment not included under section M.S. 179A.03, subdivision 19, pursuant to sections M.S. 179A.08, subdivision 2, as amended. Each party will be responsible for providing background information for the meet and confer meeting to the other at the time the meet and confer agenda is established. An item of new business shall be reserved for the purpose of addition(s) to that agenda (should the need arise). That agenda will be posted in the teachers' workroom and District offices 24 hours prior to the meeting.

With appropriate notice, the Association may request that any items not resolved during the meet and confer process be placed on the board agenda.

ARTICLE V
TEACHER RIGHTS

A. Right to Views.

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative(s) 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 Association. The PELRA does not require any teacher to perform labor or services against his/her will.

B. Right to Join.

Pursuant to the PELRA, the District hereby agrees that every teacher employed by the District shall have the right to organize, join, or not join the Association.

C. Personnel Files.

Pursuant to M.S. 122A.40, subd. 19, all evaluations and files relating to each individual teacher shall be available during regular District business hours to each individual teacher upon his/her written request. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. 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. No evaluatory material may be placed therein before allowing the teacher an opportunity to file his/her response thereto, and, said response shall become a part of said file. However, the School District may destroy such files as provided by law.

D. Vacancy Notifications.

1. Vacant bargaining unit positions shall be posted in the High School staff lounge, District Office, and the Elementary Building Principal Office.
2. Appropriately licensed teachers shall have the opportunity to apply for any posted position.

E. Residual Rights.

All teachers who participate in the production of tapes, publications, or other produced educational material at their own expense shall retain residual rights to such material should they be protected by copyright or sold by the District.

F. Individual Employment Agreement.

Any individual employment agreement between the School Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Contract. If an individual employment agreement contains any language inconsistent with this Contract, this Contract shall be controlling. The School Board shall not solicit execution of any individual employment agreement at such time or in such manner as shall constitute an unfair labor practice under the PELRA. Within thirty (30) days of the execution of this Contract, individual employment agreements shall be issued to all teachers.

G. Educational Conferences.

If a teacher requests and the Superintendent grants permission to attend an educational conference, the District shall pay the registration costs and the substitute's salary.

H. Political Activities.

Teachers shall not use District privileges or facilities to promote political candidates or to further partisan political activities.

I. Non-discrimination.

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or place of residence.

ARTICLE VI

TEACHER ASSIGNMENTS AND QUALIFICATIONS

A. Classroom Assignments.

Teachers shall not be assigned beyond the scope of their licensure unless the District applies with a variance from MDE and Board of Teaching.

B. Notice of Assignment.

In the event that changes in assignments are proposed, all teachers so affected shall be notified promptly and consulted prior to final approval of such changes. In the event a teacher is not rehired or is placed on unrequested leave, the principal shall notify the teacher in a courteous and private manner. Except for emergency situations, changes in teachers' assignments shall not be made later than July 15 for the coming school year.

C. Other Assignments.

Any position(s) in addition to the normal teaching schedule during the regular school year, including adult education, extra-curricular, and summer school, shall be voluntary. Teachers who apply for such a position shall be given first consideration for the position.

ARTICLE VII

AGREEMENT REVIEW

A. Agreement Review.

Representatives of the School Board and the Association may meet upon mutual agreement for the purpose of reviewing the administration of the Agreement and to resolve problems of interpretation and administration that may arise. These meetings are not intended to bypass the grievance procedure, and each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of items to be discussed.

B. Amendments.

Should such a meeting result in a mutually acceptable amendment of the Agreement, the amendment shall be subject to the approval process by both parties as they see appropriate.

**ARTICLE VIII
PERIOD OF SERVICE**

A. Length of Year.

Full-time teachers shall have 181 duty days per school year. A minimum of five (5) duty days shall be non-instructional days devoted to parent-teacher conferences, workshops, and other non-student contact activities. Teachers will be compensated for assignments in excess of the regular school calendar (extended contract) and the normal teaching load. When such work is included in the teacher's individual employment agreement, the teacher shall be compensated at his/her pro-rated annual salary rate. All extended contracts will require School Board approval. Nothing in this article shall prevent the District from canceling school in cases of inclement weather, absenteeism, or other acts of God that prevent the safe operation of the schools. When school is dismissed or canceled for such reasons, teachers shall be expected to remain on duty until the Superintendent or his/her designee dismisses them. If a teacher chooses to leave, he/she will have time deducted from sick leave for the amount of time the remaining teachers are expected to remain in the buildings. Opportunity may be afforded to the Association to meet and confer prior to April 1 of each year on the matter of the school calendar.

B. Length of Day.

No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave forty-five (45) minutes after the close of the pupils' regular day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher. On each Friday and on each day preceding a holiday or vacation, the teachers' duty day shall end ten (10) minutes after the end of the pupils' day.

C. Modification in Calendar, Length of Day.

In the event of energy shortage, severe weather, or other exigency, the District reserves the right to modify the school calendar, and, if school is closed on a normal duty day, the teacher shall perform duties on such other day in lieu thereof as the District shall determine.

In the event of energy shortage, severe weather, or other exigency, the District may modify the duty day or duty week but with the understanding that the total number of hours shall not be increased (ex., a four-day week with increased hours per day, but the total weekly hours not more than in the regular five-day week).

Prior to adjusting the calendar, duty day, or duty week as per this section, the District shall afford the Association the opportunity to meet-and-confer on such matters.

D. Duty-Free Lunch.

All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty-five (35) minutes.

E. Traveling Teachers.

No teacher shall be deprived of his/her normal preparation or duty-free lunch period as a result of travel between buildings. Time spent in required travel between campuses shall not be considered preparation time or lunch time. In the event that a teacher must travel during his/her lunch period, he/she will have his/her lunch period either the period prior to or after the students' lunch period.

Teachers who may be requested to use their own vehicles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all travel at the State of Minnesota's established rate. Teachers traveling between assigned buildings will be reimbursed one way unless the teacher is required to return to the base building for other regular school day duties, including meetings. Mileage reimbursement will occur at the end of each quarter.

F. Deduction from Pay.

Deduction from pay for absence that does not fall under the provisions of ARTICLE XIV will be made on the basis of the 181-day year and eight-hour day (ex., a one 1-hour absence would result in a deduction from pay of 1/8 of 1/181 of the annual salary).

G. Salary.

All members of the bargaining unit hired after the 2007-2008 school year will be paid on a 12-month basis. All existing elections will remain in effect until the teacher leaves the District.

H. ECFE/EC Teachers

Teachers hired as ECFE and/or Early Childhood teachers shall receive the hourly rate agreed upon under Article XI, A sub. 3. when needed to work during the summer, outside of the agreed calendar.

**ARTICLE IX
WORKING CONDITIONS**

A. Pupil Contact Period.

The normal secondary teaching load shall be defined as five (5) classes, one (1) supervisory period that is defined as a study hall, library or noon duty, and one (1) preparation period. The District reserves the right, in cases of teaching (instructional loads) fewer than five (5) classes and supervising one (1) study hall, to substitute other supervisory responsibilities at no extra salary. The maximum weekly teaching load for the elementary school will be thirty (30) pupil-contact hours and five (5) unassigned preparation hours. Preparation time shall not be less than twenty-five (25) consecutive minutes during the regular student day.

B. Additional Teaching Period.

Assignment to a sixth (6th) teaching period or other assigned duty during the school day instead of a study hall will be by mutual consent of the teacher and District. Starting at the beginning of the 2012-02013 school year, teachers who agree to teach a sixth class in addition to a normal teaching assignment shall be paid \$5,500 for a year-long assignment and \$3,000 for a semester for an ITV or College Now course, and \$4,500 for a year-long assignment and \$2,250 for a semester for all other classes. If a teacher has agreed to teach an overload in writing, the District may buy out that teacher for five hundred dollars (\$500). In addition to the normal sixth class assignment the language in the section above shall apply to the: child study coordinator.

An elementary teacher assigned to a combination class on a full-time basis will be reimbursed at the rate of .14 of the teacher's base salary. The reimbursement for an elementary teacher assigned to a combination class on a part-time basis will be pro-rated.

**ARTICLE X
RATES OF PAY**

A. Salaries:

1. The wages and salaries reflected in APPENDIX A shall be part of the Agreement for the 2023-2024 and 2024-2025 school year.

B. Compensation for Additional Education.

The following rules shall be applicable in determining whether a teacher will receive additional compensation for acquiring more education:

1. **Germaine.**

Credits to be considered for additional compensation must be germane to the teacher's class assignment(s) or certification(s).

2. **Grade and Credits.**

To apply for additional compensation, all credits beyond the bachelor's degree must carry a grade equivalent of "B" or higher, if the course is only offered as P/F, a grade of "P" is acceptable. Credits must be taken at a college or university accredited by an officially recognized organization.

3. **Approval.**

All credits, in order to be considered for additional compensation, must be pre-approved by the Superintendent in writing. Application forms will be available from the Superintendent's office.

4. **Effective Date.**

Individual employment agreements will be modified to reflect additional compensation at the next pay period after an official transcript of credits has been received. The adjusted salary will be the new

lane amount divided by the number of duty days in a school year and will be paid on those remaining duty days.

5. **Advanced Degree Program.**

A teacher shall be paid additional compensation for moving to the master's degree or higher categories only if the degree program is germane to the teacher's class assignment(s) or certification(s) as approved by the Superintendent.

6. **Salary Schedule Credits.**

The salary schedule credits are in quarter credits. To convert semester credits to quarter credits, multiply the number of semester credits by 1.5 (example: a 3-semester credit class equals 4.5 quarter credits).

C. **Initial Placement on Salary Schedule.**

No more than ten (10) years of out-of-District experience will be credited to teachers new to the District. This will be non-retroactive. All outside teaching experience must have been full-time in an accredited school within the last ten (10) years to be applicable. Final placement on the schedule will reflect the actual number of years of experience less than eleven (11) and will be determined by the Superintendent. The Superintendent reserves the right to deviate from these terms in the event of a teacher shortage and has the discretion to bring special cases to the School Board. The Association representative will also be notified of deviations in a timely manner and prior to School Board approval.

D. **Payroll Days.**

Teachers will be paid semi-monthly on the fifteenth and the thirtieth of each month (or on the nearest working day if such date falls on a holiday or weekend).

E. **Part-time Teachers.**

1. **Elementary Teachers:**

Part-time elementary teachers and other teachers not scheduled on the basis of the secondary teacher load shall be compensated according to the proportion of the number of minutes the teacher is assigned supervisory responsibility for students to the number of minutes that full-time teachers are assigned supervisory responsibility for students (ex., a teacher hired to teach four (4) thirty (30)-minute Title I lessons shall receive 120/345 of the full-time equivalent salary amount set by the District).

2. **Secondary Teachers:**

Part-time secondary teachers and other teachers scheduled on the basis of the secondary teacher load shall be compensated by the proportion of the number of periods of assigned supervisory responsibility for students to the number of periods that full-time teachers are assigned supervisory responsibility for students (ex., a teacher hired to teach two (2) classes and supervise a study hall will receive 3/6 of the full-time equivalent salary amount set by the District; a teacher hired to teach two 2 classes will receive 2/6 of the full-time equivalent salary amount set by the District).

F. Long-Term Substitute Teachers.

Any teacher who is hired as a long-term substitute teacher shall be compensated at the rate according to Section C of this article. Beginning on the thirtieth (30th) consecutive teaching day and thereafter, the substitute will be paid at a daily rate based on the first step of the appropriate lane. The substitute will not be eligible for health insurance coverage. Sick, personal, and professional leave will be prorated according to the ratio of days employed to the number of teacher contract days. A substitute teacher who replaces a teacher for the entire school year will be treated the same as any other regularly-employed, full-time teacher in terms of salary and benefits as set forth in this Agreement. However, he/she will not accrue seniority.

G. Substitution

Teachers may, if they so elect, and are requested by the District, act as a substitute for other teachers. In such cases, the teacher shall be paid for substituted classes at the current District substitute rate; or a teacher may elect to accumulate comp time. If a teacher elects comp time, it will be under the following conditions:

1. Comp time will be earned by the minute, i.e. 50 minutes of class time will equal 50 minutes of comp time.
2. Only after a teacher has accumulated seven (7) clock hours (420 minutes) of comp time will he/she be eligible for a comp day.
3. A teacher can only earn one comp time day per year. All subbing situations occurring after seven hours of accumulated comp time will be paid out at the current District substitute rate.
4. A teacher will have the school year in which the comp time was earned to use their accumulated comp time. At the end of the school year, if a teacher has not used his/her one (1) day of comp time, the day will be paid out in the same manner as if they had elected to be paid instead of accumulating comp time.
5. The access to comp time use will be the same as the use of a personal leave day as defined in the contract.
6. For any comp time accumulated prior to the end of the current school year, if it is not used, it will be paid out by the following November 1.

H. Continuing Education.

All teachers shall be required to follow the continuing education guidelines as established by the District's continuing education committee and as approved by the Minnesota Department of Education.

**ARTICLE XI
EXTRA COMPENSATION**

- A. The wages and salaries reflected in APPENDICES B-1 and B-2 shall be part of the Agreement for the 2023-2024 and 2024-2025 school years. Compensation according to such schedules shall be made without deviation. Compensation for any extra-curricular activity not addressed in this Agreement will be handled in the following manner:
1. If compensation is not listed, the teacher, Association negotiators, and the District will meet to determine compensation. The new compensation must be approved by the School Board.

2. The District will pay the head coaches'/directors' dues to a Minnesota state organization that requires adult membership for students to receive direct benefits of that organization. At no time will the District be responsible for more than one 1 paid membership per activity.
3. If the District requires that a teacher attend summer workshops, evening meetings, participate in staff development, tutoring, targeted services, credit recovery, after-school enrichment, or other duties as assigned, etc., the teacher will be paid the extended hours or daily rate if applicable. The length of each situation (days, hours, prep time, mileage, etc.) will be determined with the teacher(s) and the Superintendent prior to its start. The rates follow: hourly rate = \$30.00; daily rate = \$190.00. The hourly and daily rates will not be charged against the total dollar settlement.
4. Case Manager. Any regular education teacher assigned as a 504 case manager will be compensated. Compensation will be paid at the hourly rate, up to a maximum of \$300. Compensation will be made at the end of the school year after a log of teacher activity and time has been submitted to the building principal. No teacher will be assigned more than one 504 case.
5. College Now and AP teachers will receive an additional \$1,100 per semester per college level class taught.

ARTICLE XII

GROUP INSURANCE

A. Health and Hospitalization.

1. Health Coverage. For the 2023-2024 and 2024-2025 school year, the District shall contribute a sum not to exceed an annual amount as shown below toward the cost of a premium for individual coverage.

- a. \$4,800 toward a single policy
- b. \$9,600 (\$4,800 each full-time teacher) The District's contributions may be applied to two single policies or one family policy
- c. \$5,800 toward a family policy

2. Teachers on 24 pay periods: The teacher's share of the premium shall be paid in 24 equal payroll deductions beginning on September 15 and ending on August 30.

3. Part-time teachers shall be eligible for benefits prorated to the extent of their employment, provided they meet the minimum hourly eligibility requirements of the insurance carrier.

B. Claims Against the School District.

The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement and no claim shall be made against the District's as a result of a denial of insurance coverage or benefits by an insurance carrier.

C. Duration of Insurance Contribution.

A teacher is eligible for District contributions as provided in this article as long as the teacher is employed by the District. For teachers who terminate their employment prior to the end of the school year, the District contribution shall be prorated on a 181-day school year.

D. Specifications for Health Insurance.

Specifications will not be less than those proposed by the BOLD Education Association Committee. The committee shall include one District representative.

E. Early Retirement.

Any teacher who elects to retire and who has at least ten (10) consecutive years of teaching experience in the District and is at least fifty-five (55) years of age may participate in a group health and hospitalization insurance plan as provided in this Agreement. Subject to the provisions of Article XIII Section E, the teacher must pay the full cost of the premium to the District in a timely manner. Group coverage shall be at the same premium as that provided in Section A above. Coverage shall be available for both the teacher and the teacher's spouse. Notwithstanding the eligibility provisions as provided above, eligibility for this coverage shall be subject to provisions of the insurance carrier.

**ARTICLE XIII
RETIREMENT BENEFITS**

A. Eligibility.

Teachers who have either (1) completed at least ten (10) years of teaching service with the District and are at least 55 years of age or (2) completed at least thirty (30) years of teaching service with the District if the teacher has not yet reached 55 years of age shall be eligible for retirement pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board. Requests to begin retirement during a school year shall be made before April 15 of the prior school year, with the exception of extreme circumstances.

B. Amount.

Upon retirement, eligible teachers who have worked full-time during their last ten (10) years of employment with the District shall receive retirement pay for unused sick days not to exceed 100 days. Upon retirement, an eligible teacher who has not worked full-time during his or her last ten (10) years of teaching employment with the District shall receive prorated retirement pay based upon his or her full-time equivalent employment averaged over his or her last ten (10) years of teaching employment with the District. For example, an eligible teacher averaging .5 FTE over his or her last ten (10) years of teaching employment with the District will be entitled to 50 percent of the amount.

Those teachers employed after July 1, 2000, are only eligible for the 403bB plan, not the plan in Section B of this article.

C. Daily Rate.

In applying these provisions, a teacher's daily rate of pay shall be the teacher's basic rate at the time of retirement and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

D. Minnesota Post-Retirement Health Care Savings Plan (PRHCSP).

At retirement, the District will contribute an amount equal to the value of 100 percent of the severance amount into the (PRHCSP) established under Minnesota Statutes, section (M.S.) 359.98 (2002) and as outlined in the Minnesota State Retirement System's "Trust and Plan Documents." If a teacher dies subsequent to the last teacher duty day but prior to the contribution being made, such payment shall be made to his/her estate.

E. Health and Hospitalization Insurance.

1. As of July 1, 2007, any teacher who has been in the District for at least ten (10) years, is at least fifty-five (55) years of age at retirement shall be eligible to remain in the existing District's group health and hospitalization insurance program, with carrier approval, and shall remain eligible for a \$2,218 District contribution per year for six (6) years starting from July 1st of the year he/she retired. The retired teacher may elect to pay the difference between the premium cost of single and family plans, with carrier approval. Any (new) additional dollars added to retirement insurance shall be considered a part of the settlement package.
2. As of July 1, 2012, any teacher who has been in the District for at least ten (10) years, and is at least fifty-five (55) years of age at retirement shall be eligible to remain in the existing District group health and hospitalization insurance program, with carrier approval, and shall remain eligible for a \$4,405 District contribution per year for six (6) years starting from July 1st of the year he/she retired. The retired teacher may elect to pay the difference between the premium cost of single and family plans, with carrier approval. Any (new) additional dollars added to retirement insurance shall be considered a part of the settlement package.
3. Teachers hired by the school district on or after July 1, 2010, shall not be eligible for the district contribution described in E.1.

F. Death.

If a teacher is eligible for early retirement and dies, his or her spouse or named beneficiary, or, lacking the same, the estate of the deceased, is entitled to the teacher retirement benefits at the time of death.

G. 403b Matching Plan.

Beginning September 1, 2000, teachers ~~who have completed three (3) years of service~~ in the District will be eligible to participate in a 403B matching contribution plan pursuant to M.S. 356.24. Once a teacher becomes eligible to participate and notifies the District of his/her intentions to receive the matching funds, the election will remain in effect indefinitely until the teacher cancels the election by making a written notice to the District office.

The District will match eligible annual teacher contributions as listed on the chart below at the beginning of the teacher's first (1st) year of service in the District. The District's contributions will be based on the teacher's FTE. No teacher's FTE shall exceed 1.0. The contributions are as follows:

<u>Years of Service</u>	<u>District Contribution</u>
1-3	\$200.
4-12	\$800.
13-18	\$1,000.

19-24	\$1,400.
25+	\$1,700.

Eligible teachers must complete a salary reduction authorization agreement by October 15th of each school year in order to participate in the 403b matching contribution plan for that school year.

Teachers on unpaid leaves may not participate in the matching program while on leave.

Those teachers employed after July 1, 2000, are only eligible for the 403bB plan, not the plan in Section B of this article.

- H. In addition to the amount of severance pay established in Sections B and G (403B), any teacher who has at least ten (10) years experience in the District and is at least fifty-five (55) years old who submits his/her resignation on or before February 1 of the retiring school year shall receive a severance pay bonus equal to seven (7) times his/her daily rate of pay.

ARTICLE XIV LEAVES OF ABSENCE

A. Sick Leave.

1. Sick leave with pay shall be allowed whenever a teacher is absent because of personal illness or other disability. Sick leave may be used to care for an ill or disabled child pursuant to the requirements of Minnesota statutes. Sick leave may also be used to care for an ill or disabled immediate family member. "Immediate family" is defined as the teacher's or spouse's parent, brother, sister, guardian, or other persons living in the same household as the teacher.
2. At the beginning of each school year, the District shall credit to each teacher one hundred twenty (120) hours of sick leave.
3. Unused sick leave shall accumulate to a maximum at the end of a school year of nine hundred sixty (960) hours.
4. At the beginning of each school year, the District shall furnish to each teacher a record of sick leave available to the teacher at that date, including sick leave accumulated at the end of the previous year per subdivision 3 and current sick leave credited per subdivision 2.
5. The District may require a teacher to furnish a physician's statement of health if deemed necessary due to recurring absences.
6. Part-time teachers will earn sick leave on a pro-rated basis.
7. Sick leave may be used in case a teacher is absent because of serious illness in the family. Family would also include guardians or other persons living in the same household as the teacher.

8. Sick Leave Emergency Bank.

- a. A sick leave emergency bank ("Bank") will be established and is intended to be used by any teacher who is physically incapable of performing his or her duties due to accident or serious illness and who meets the eligibility requirements below. Spouses and children who are seriously ill or injured will also make the teacher eligible for the "Bank."
- b. Each teacher shall contribute at the beginning of each school year four (4)-hours of sick leave to the Bank. The hours will be deducted from sick leave credited at the beginning of each school year.
- c. To be eligible to withdraw sick leave from the Bank, a teacher must meet the following requirements: (1) the teacher, had he or she not used all of his/her current and accumulated sick leave, would have been able to take additional sick leave pursuant to Section A above, (2) the teacher must have no other sources of disability payments (ex., workers' compensation), (3) the teacher must have had a minimum of eighty (80) hours after all sick leave has been exhausted, during which time the teacher was absent from work receiving no pay or other benefits, (4) the teacher continues to be unable to perform duties due to disability resulting from accident or illness or must be absent to care for a spouse or child who is seriously ill as a result of accident or illness and no other means of caring for such spouse or child are available. At this time, the maximum number of emergency/sick leave bank hours any one (1) teacher may use shall not exceed the number of sick leave hours available to that teacher when the emergency began.
- d. All requests for withdrawals from the Bank shall be presented to a Bank administration board. The "Board" shall be made up of the president of the Association, chairperson of the School Board, and the Superintendent.
- e. A teacher(s) who meets the eligibility requirements to withdraw from the Bank may, subject to written approval of the Board, use as many hours as necessary or until the Bank is depleted.
- f. If the Bank has been completely depleted by withdrawals, it will remain empty until the beginning of the next school year. Hours left in the Bank at the end of a school year will not be carried over to the following year.
- g. This section shall not be subject to the grievance procedure.

9. Medical Leave.

A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated sick leave shall be granted a leave of absence without pay for a period not to exceed (1) year. The District, in its sole discretion, may grant an additional one (1) year of leave to the teacher. Return from such leave shall be at a date mutually agreed to by the teacher and the District. The teacher shall maintain tenure, seniority, and insurance benefits at his/her own expense and all other accrued benefits during said leave of absence.

10. Crisis/Disaster Leave.

In the event of a crisis situation such as a tornado, fire, murder, flood, or any uncontrollable event, the teacher may elect to use existing sick leave not to exceed ten (10) days without the Superintendent's approval.

B. Workers' Compensation.

1. Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act and the teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.
2. A deduction shall be made from the teacher's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.
3. Such payment shall be paid by the District to the teacher only during the period of disability.
4. In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.
5. A teacher absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this section shall submit his/her workers' compensation check, endorsed to the District, prior to receiving payment from the District for this absence.

C. Child Care Leave.

1. The School Board shall grant a childcare leave to any teacher for the purpose of caring for a newborn or newly adopted child. A written application for such leave shall be made upon receipt of notice of adoption or upon confirmation of pregnancy.
2. Childcare leave shall be granted without regard to marital status.
3. Childcare leave shall commence at the onset of disability occasioned by pregnancy (the District may require a physician's statement), one (1) week prior to the date of adoption, or on such other date mutually agreed to by the teacher and the School Board.
4. The date of return from child care leave shall be established by the School Board with the following consideration: the School Board shall not be required to grant such leave for a period exceeding twelve (12) months; the return date must be mutually agreeable to the teacher and to the School Board whenever possible; and return from such leave should occur at natural breaks in the school year (ex., end of grading period, vacations) whenever possible.
5. Such leave shall not be considered to be a part of the teacher's probationary period.

6. The teacher returning from child care leave shall be reinstated to the teacher's previous assignment unless previously terminated or placed on unrequested leave of absence and shall retain all continuing contract rights, security, salary, and fringe benefits which had accrued prior to the start of such leave.
7. At the teacher's discretion, unused sick leave days may be used for the period of actual disability occasioned by pregnancy and/or childbirth. The District may require a physician's statement to document the length of this period.

D. Personal Leave.

1. At the beginning of every school year, each teacher shall be credited with twenty-four (24) hours of personal leave.
2. Personal leave may be used for any purpose at the discretion of the teacher.
3. Requests for personal leave must be made in writing to the building principals at least three 3 days in advance, except in the event of emergencies. All leaves must have prior approval. At no time shall more than three (3) teachers from each campus be granted personal leave on one 1 day. The building principal may approve additional requests.
4. Personal leave days used shall be deducted from accumulated sick leave.
5. Personal leave days may not be used during the last ten (10) student contact days of the school year, unless approved by the building principal. Personal leave days are not to be used immediately before or after a break or holiday, unless approved by the building principal.
6. Any unused personal leave will be paid at the teacher's daily rate of pay. This amount will be paid at the end of the school year.

E. Bereavement Leave.

Bereavement leave will be approved by the building principal. Days used for bereavement leave shall be deducted from accumulated sick leave.

F. Jury Duty.

A teacher who serves on jury duty shall be granted the day(s) necessary, as stipulated by the Court, to discharge this responsibility. No salary deduction or loss of accumulated leave for such duty shall occur, but compensation received for such duty shall be remitted to the District.

G. Extended Leave of Absence.

1. **Leave of Absence.**

Upon written application, a teacher may be granted, at the discretion of the District, a leave of absence for a maximum of two (2) years. During said leave, the teacher shall be considered an employee of the District and shall retain previously accrued related fringe benefits, including seniority, previously accumulated sick leave, and may remain in the existing group health and hospitalization insurance program but shall not be eligible for District contribution. During Leave of Absence the District will not contribute to the teachers' 403b.

2. **Return from Leave of Absence.**

Teachers, upon return from leave of absence, shall be restored to their former position or to a position of like nature and shall retain their seniority rights, previously accumulated sick leave, and continuing contract rights within the District as if working during the year or years on leave. No credit shall accrue for salary determination purposes for the period of time the teacher was on requested leave unless the purpose of the leave is germane to the teacher's areas of certification.

3. **Notification of the Intent to Return.**

The teacher on leave of absence shall indicate his/her intent to return to the District or request additional leave by notifying the Superintendent in writing by or on March 1 of the last year of leave of absence.

4. **Early Retirement Incentive.**

Any teacher who has completed at least ten (10) years of teaching service with the District and is at least 55 years of age or has completed at least thirty (30) years of teaching service with the District, if the teacher has not yet reached 55 years of age, the following Early Retirement incentive is available:

A three (3) year non-paid leave of absence in which the District is willing to pay the employer's share of TRA during the leave of absence.

The teacher will be expected to sign an individual Leave of Absence Agreement.

Teachers interested in pursuing this option should contact the District Office on or before April 1.

Recommend that this be placed on the last item in the article after Notification of the Intent to Return.

ARTICLE XV

UNREQUESTED LEAVE OF ABSENCE (ULA)

- A. Placement of teachers on ULA shall take place only in accordance with the applicable provisions of Minn. Stat. 122A.40, subd. 11.
- B. In the case of ties in seniority the following criteria shall be considered one 1 at a time, in the order listed:
 - 1. Full-time shall be senior to part-time.
 - 2. If a tie remains, the most total experience in the field of certification (including experience gained in other districts) shall be senior.

3. If a tie remains, the greater number of credits beyond bachelor's degree which are germane to the teaching assignment shall be senior.
4. If a tie remains, the decision shall be at the discretion of the School Board.

ARTICLE XVI

DISCIPLINE

- A. A teacher may be disciplined only for just cause. Disciplinary action may include the following, though not necessarily in this order:
 1. Oral reprimand;
 2. Written reprimand;
 3. Suspension with or without pay;
 4. Withholding of a negotiated salary increase; and/or
 5. Discharge.
- B. Disciplinary action of a teacher is subject to review through the grievance procedure and subject to the provisions of Minnesota Statute 122A.40.
- C. The School District shall not propose suspension of any teacher without just cause. The Association, with the consent of the affected teacher, shall have the right to take up any suspension at the Superintendent's level of the grievance procedure, and the matter shall be handled in accordance with this procedure if requested by the Association. Any suspension pending the investigation of allegations related to disciplinary action shall be with pay.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. If the District is going to reprimand, warn, or discipline a teacher for any infraction or delinquency in his/her professional performance the following procedure will be followed:
 1. Teacher will be given written notice that the District has scheduled a meeting that could involve a reprimand, warning, or discipline. The written notice will include:
 - a. the reason for the meeting,
 - b. who will be present at the meeting, and the
 - c. meeting times within the next twenty-four (24) hours.
- A. Personnel File. A teacher will be given a copy of any written record of discipline /corrective action plan prior to placement in the teacher's personnel file.
- B. Professional Growth and Corrective Action Plans. For the purpose of this article, a "professional growth plan and a corrective action plan" are not to be considered the same.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. Grievance Definition:

A "grievance" shall mean a dispute or disagreement between a teacher or the Association and the District as to the interpretation or application of the provisions of this Agreement's terms and conditions of employment.

B. Representative:

The grievant and District may be represented during any step of the grievance procedure by any person or agent designated by such party to act in the party's behalf.

C. Definitions and Interpretations:

1. Waiver and Extension:

The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure.

2. Days:

Reference to "days" regarding time periods in this procedure shall refer to calendar days. A "calendar day" is defined as all weekdays except Saturdays, Sundays, or holidays as designated by state law.

3. Computation of Time:

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

4. Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it is either served personally or bears a postmark of the United States mail within the time period.

D. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and

the particular relief sought within twenty-one 21 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

E. Adjustment of Grievance:

The School Board 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:

Level I: If the grievance is not resolved through informal discussions, the School Board's designee shall give a written decision on the grievance to the parties involved within five 5 days after receipt of the written grievance.

Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent provided such appeal is made in writing within fifteen 15 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within five 5 days after receipt of the appeal. Within five 5 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

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 10 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within five 5 days after receipt of the appeal. Within five 5 calendar days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

F. School Board Review:

The School Board reserves the right to review any decision under Level I or Level II provided the School Board or its representative(s) notifies the parties of the intention to review within ten 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or to modify such decision. The review is to take place within ten 10 days after the decision to review.

G. Denial of Grievance:

Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal to the next level.

H. Arbitration Procedure:

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

1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten 10 days following the decision in Level III of the grievance procedure.
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.
3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of the procedure, the party requesting arbitration shall request a list of arbitrators from the Bureau of Mediation Services (BMS), providing such request is made within ten 10 days after request for arbitration. Once a list of arbitrators is received, one 1 arbitrator shall be selected within twenty 20 days after the receipt of said request list. Failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
4. 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.
5. Decision. The parties shall request that the decision by the arbitrator be rendered within thirty 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the PELRA.
6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator.
7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure; 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 of policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within legal limitations surrounding the financing of such operations.

I. **Election of Remedies and Waiver:**

In the event that a member of the appropriate unit files a lawsuit or institutes a proceeding with an administrative agency, either at the federal or state level, involving a matter which also constitutes a grievance within the meaning of this Agreement, then that member of the appropriate unit will be deemed to have waived any and all right to pursue a grievance under the provisions of this collective bargaining

agreement. If the grievance is already pending at the time of the filing of the lawsuit or instituting a proceeding with an administrative agency as stated above, then the right to further pursue the grievance will be deemed to have been waived. An arbitrator may not take jurisdiction over any such grievance. This subdivision, however, will not apply to a legal action taken pursuant to the "Uniform Arbitration Act."

ARTICLE XVIII

STRIKE-LOCKOUT PROHIBITION

A. Strike:

Provisions of the PELRA shall govern procedures of any strike.

B. Lockout:

The District agrees that it will not, during the term of this Agreement, directly or indirectly engage in or assist any lockout as defined in the PELRA.

C. Exception:

Nothing in this Article shall require the District to keep school open in the event of severe, inclement weather or when otherwise prevented by an Act of God.

ARTICLE XIX

TEACHER EVALUATIONS

The district administration, with input from representatives of the teaching staff, will create a document titled, "BOLD Teacher Development Plan." This plan will be aligned with state requirements and agreed upon by a majority of the teaching staff. The plan will be maintained outside of the Master Agreement as it may need to be modified periodically to be effective.

ARTICLE XX

EARLY CHILDHOOD FAMILY EDUCATION TEACHERS (INCLUDES CHILD EDUCATORS AND PARENT EDUCATORS) AND EARLY CHILDHOOD TEACHERS

A. Statutory Considerations.

Pursuant to M.S. 122A.26, an Early Childhood Family Education Teachers and School Readiness Preschool Teachers (ECFE/EC) who teach in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE/EC aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not

be construed to bring such ECFE/EC teacher within the definition of a teacher for purposes of M.S. 122A.40, subdivision 1.

B. Probationary Period:

The probationary period of ECFE/EC teachers shall be three (3) school years of continuous service. During the probationary period, the District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE/EC teacher, and the ECFE/EC teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/EC teacher may be suspended or discharged only for just cause, and such ECFE/EC teacher shall have access to the grievance procedure.

C. Layoff and Recall:

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

D. Hours of Service:

1. The hours of daily, weekly and yearly service shall be as assigned by the District. Assignments will be made prior to each session according to the needs of the program. The program development will be in alignment with revenue available for their program.
2. Adjustments to any assignments, during the session, must be approved by the community education director.
3. Special events and assigned hours will be determined as needed and approved by the community education director.
4. SR teachers will receive preparation time of 30 minutes/class period, but ECFE teachers will receive preparation time equal to class time with the following exceptions: "Room to Run" 1.25 hour class = 1 hour preparation time, and field trips will have no preparation time.

E. Length of Year.

ECFE/EC teacher will work 181 teacher days and 162 student contact days.

F. Applicable Sections of the Master Agreement:

ECFE/EC teachers shall be covered by the following articles of the Master Agreement:

Article I, Recognition of Association
Article II, Definitions
Article III, District Rights
Article IV, Association Rights
Article V, Teacher Rights
Article VI, Teacher Assignments and Qualifications
Article VII, Agreement Review
Article IX, Working Conditions
Article X, Rates of Pay

Article XI, Extra Compensation
Article XII, Group Insurance
Article XIII, Retirement Benefits
Article XIV, Leaves of Absence
Article XV, Unrequested Leave of Absence
Article XVI, Progressive Discipline
Article XVII, Grievance Procedure
Article XVIII, Strike-Lockout Prohibition
Article XXI, Duration.

G. Sections of the Master Agreement not Applicable.

ECFE/EC teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regulatory licensed, continuing contract teachers, in a K-12 teaching assignment:

Article VIII, Period of Service
Article XIX, Teacher Evaluations

**ARTICLE XXI
DURATION**

A. Term and Reopening Negotiations.

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the PELRA. 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 ninety (90) days prior to the expiration of the Agreement.

B. Effect.

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

C. Finality:

Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed to by the Board and Association.



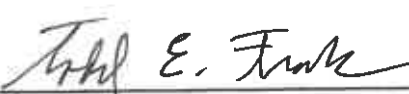
President



Secretary




Lead Negotiator



Chairperson



Clerk



Lead Negotiator

Dated this 29 day of August, 2023 Dated this 28 day of August, 2023

1. The base minimum starting amount for the 2023-2024 and the 2024-2025 school year is in Appendix A.
2. In 2023-2024, every returning teacher from 2022-2023 will receive an additional amount of \$1,000 to their current salary and receive a \$200 career increment for each year of service at BOLD (current contract). In 2024-2025, every returning teacher from 2023-2024 will receive an additional amount of \$3,000 to their current salary.
3. The base will increase by \$1,000 for the 2023-2024 school year and increase by \$2,000 during the 2024-2025 school year.
4. Teachers earning additional graduate credits beyond MA+15 will receive an additional \$1,100 for every quarter credits.

APPENDIX A

2023-2024 Base Pay								
Level	BA+0	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA +30	MA +45
1	\$43,774	\$44,844	\$45,944	\$47,044	\$48,144	\$49,244	\$50,344	\$51,444

2024-2025 Base Pay								
Level	BA+0	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA +30	MA +45
1	\$45,744	\$46,844	\$47,944	\$48,044	\$49,144	\$50,244	\$52,344	\$53,444

2023-2024 & 2024-2025

APPENDIX B-1

ATHLETIC COACHING SCHEDULE		
<i>LEVEL</i>		
A	B	C
\$5,200	\$4,100	\$3,050

LEVEL A: Head Basketball
Head Football
Head Wrestling
Head Volleyball
Head Track & Field
Head Baseball
Head Softball
Head Golf
Head Cross Country
Head Dance Team

LEVEL B: Asst. Basketball
Asst. Football
Asst. Wrestling
Asst. Volleyball
Asst. Track & Field
Asst. Baseball
Asst. Softball
Asst. Golf
Asst. Cross Country
Asst. Dance Team

LEVEL C: Jr. High Basketball
Jr. High Football
Jr. High Wrestling
Jr. High Volleyball
Jr. High Track
Jr. High Baseball
Jr. High Softball
Jr. High Golf
Jr. High Dance Team
Jr. High Asst. Basketball
Jr. High Asst. Football
Jr. High Asst. Wrestling
Jr. High Asst. Volleyball

*Assistant Coaches include any 9-12th grade assistant coach

2023-2024 & 2024-2025

APPENDIX B-2

FINE ARTS & ACADEMICS SCHEDULE			
<u>LEVEL</u>			
A	B	C	D
\$5,200	\$4,100	\$3,050	\$2,300

<u>LEVEL A:</u>	Sr. High Band Musical Director Robotics Mentor SH Yearbook Advisor Head 3 Act Play Student Council Jr. High Class Advisor Sr. High Class Advisor	<u>LEVEL D:</u>	Musical (Band/Vocal) Musical Choreographer Declamation SADD Advisor Sr. High Math League Jr. High Math League Musical Set Advisor Asst Speech Advisor Asst 3 Act Play
<u>LEVEL B:</u>	Pop Singers Jazz Band National Honor Society	<u>OTHER:</u>	Elementary Music \$328 Special Olympics \$268 Musical Pianist \$800
<u>LEVEL C:</u>	Webmaster/Tech Club FCCLA (Family, Career and Community Leaders of America) FFA Advisor (Future Farmers of America) Knowledge Bowl One Act Play BPA (Business Professionals of America)		