

MASTER AGREEMENT FOR MVED SPECIAL EDUCATION TEACHERS 2023-2025

ARTICLE 1 – PURPOSE

This Master Contract, entered into between the Minnesota Valley Education District, Saint Peter, Minnesota, hereinafter referred to as MVED and the Minnesota Valley Education District of Saint Peter Teachers' Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as PELRA, provides the terms and conditions of employment for teachers during the duration of the Master Contract.

ARTICLE 2 – RECOGNITION

SECTION 1. Recognition: In accordance with PELRA, and as amended, MVED recognizes the Minnesota Valley Education District Teachers' Association as the exclusive representative and shall have those rights and duties as prescribed by PELRA, and as amended, and as described in the provisions of this Master Contract.

SECTION 2. MVED recognizes that the exclusive representative shall represent all the teachers of MVED as defined in this Master Contract. In addition, MVED agrees not to negotiate with, or recognize any teacher organization other than the Association, so long as the Association is the duly authorized exclusive bargaining agent of the teachers of MVED.

SECTION 3. Teacher: Teacher shall mean any degreed person employed by MVED in a position for which licensure is required by the Board of Teaching or the State Board of Education, or in a position of Physical Therapist, Occupational Therapist, or Clinical Psychologist, except Superintendent, Assistant Superintendent, Principals, and Assistant Principals who devote more than 50 percent of their time to administrative or supervisory duties, confidential employees, and daily substitute teachers who do not replace the same teacher for more than thirty (30) working days.

SECTION 4. PART-TIME TEACHERS

SUBD. 1. A part-time teacher is a teacher who is a member of the bargaining unit and is employed on a written contract.

SUBD. 2. Part-time teachers who are members of the bargaining unit shall receive salary as set forth in the Master Contract in proportion to the amount of time employed as compared to a full-time teacher, according to the provisions herein.

SUBD. 3. A regularly employed part-time teacher will advance on the salary schedule in the same manner as that of a full-time teacher's advancement. The salary as

established by that salary step and salary lane will be prorated to equal the proportion of time employed. This will be the basic compensation paid to the part-time teacher for that school year.

SUBD. 4. The part-time teacher will receive a prorated amount of Earned Sick and Safe Time (ESST) leave and serious illness and death leave, as herein provided. Other fringe benefits provided for full-time teachers will not be provided to part-time teachers.

SUBD. 5. The part-time teacher will accrue a full year of seniority for each year of part-time teaching.

SUBD. 6. Teachers who have been previously employed as full-time teachers in MVED, but who are now employed as part-time teachers, shall retain their accumulated ESST leave days, salary and step placements, and seniority they earned as full-time teachers. After becoming part-time teachers, said teachers shall have the option to continue in the group health and hospitalization plan, group long-term disability plan, and group life insurance plan on a prorated basis. Any other benefits will be increased according to the provision of this section dealing with part-time teachers.

ARTICLE 3 – TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1. The phrase “terms and conditions of employment” means the hours of employment, the compensation therefore, including fringe benefits (except retirement benefits or contributions), and the employer’s personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of MVED. Terms not defined in this contract shall have those meanings as defined by the PELRA.

SECTION 2. The parties agree that the telecommunications policy agreed to during the negotiation process, including the amendment procedure described in Section 13 thereof, will govern the parties for the duration of this contract.

ARTICLE 4 – DEFINITIONS

SECTION 1. Exclusive Representative: Minnesota Valley Education District Teachers’ Association

SECTION 2. PELRA: Public Employment Labor Relations Act, as amended

SECTION 3. BMS: Bureau of Mediation Services

SECTION 4. Association: Minnesota Valley Education District Teachers’ Association

SECTION 5. Appropriate Unit: Minnesota Valley Education District Teachers’ Association

SECTION 6. Other Terms: Terms not defined in this Master Contract shall have those meanings as defined by the PELRA, as amended.

ARTICLE 5 – MVED RIGHTS

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

SECTION 2. Management Responsibilities: The Association recognizes the right and obligation of MVED to efficiently manage and conduct the operation of MVED within its legal limitations and with its primary obligation to provide educational opportunity for the students of MVED.

SECTION 3. Effect of Laws, Rules, and Regulations: The Association recognizes that all employees covered by the Master Contract shall perform the teaching and professional school-related services prescribed by MVED and shall be governed by the laws of the state of Minnesota, by the State Board of Education Rules and Regulations, and by MVED rules, regulations, directives, and orders issued by properly designated officials of MVED.

ARTICLE 6 – ASSOCIATION SECURITY

SECTION 1. Dues Check-off: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to MVED an assignment authorizing deduction of membership dues in MVED. Such authorization shall continue in effect from year to year unless revoked in writing between June 2 and September 2 of any year. Pursuant to such authorization, MVED shall deduct such dues from the regular salary check on the first pay period in October. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated and paid thirty (30) days after commencement of employment.

SECTION 2. Payment of Fees: With respect to all sums deducted by MVED, including membership dues, MVED shall remit to the Association within ten (10) calendar days, the total amount deducted, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating at least monthly, any changes in personnel from the list previously furnished. The Association agrees to furnish information needed by MVED to fulfill the provisions of the Article, and not otherwise available to MVED.

SECTION 3. MVED Information: MVED agrees to furnish financial data of MVED to the Association. MVED agrees, subject to the privacy laws, to furnish such information as is available for the Association to process any grievance. Photocopies of such information shall be provided by MVED, and the Association agrees to pay for the photocopy supplies. MVED agrees to furnish the information within seven (7) calendar days. If it is going to take some more time than that, MVED will inform the Association as to the reason for the delay.

SECTION 4. The Director shall provide a copy of the meeting agenda and supporting documents to the Association at MVED on the morning of the School Board meetings. Minutes of all Board meetings shall be furnished to the Association following the meeting.

SECTION 5. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with MVED.

SECTION 6. Duly authorized representatives of MVED and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

The Association shall have the right to use school facilities and equipment. The Association shall also have the right to have copies made from MVED's copy machine during regular business hours provided the Association shall reimburse MVED for the cost of all photocopy supplies. The Association shall not remove any equipment from the school premises without the written permission of the Director or his or her designee.

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use MVED mail service, e-mail service, and teacher mailboxes for communications to teachers.

SECTION 7. MVED and the Association agree that a teacher shall have the right to set up meetings with the Director to discuss problems related to his or her position. The teacher has the right to have a representative of the Association present if he or she desires.

SECTION 8. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by existing laws and regulations.

ARTICLE 7 – PERSONNEL FILES

SECTION 1. Each teacher shall have the right, upon written request, to review the contents of his or her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information: any required medical information, all teacher evaluation reports, copies of annual contracts, and tenure recommendations.

SECTION 2. A teacher shall have the right to file a written response to any material contained in his or her personnel file.

SECTION 3. The teacher shall have the right to reproduce any of the contents of the files at no expense a maximum of once every two (2) years. Additional requests shall be at the teacher's expenses.

ARTICLE 8 – EARNED SICK AND SAFE TIME (ESST)

SECTION 1. At the beginning of each school year, all teachers in the bargaining unit shall be credited with twelve (12) working days of Earned Sick and Safe Time (ESST) leave. In the event that a teacher, for any reason, is no longer employed by MVED before the end of the school year, the number of allowable ESST leave days will be days worked divided by the total combined contract days times twelve (12). Any fraction of a teacher workday will be rounded up to the next higher whole day if more than a half day and rounded down if less than half a teacher workday. A teacher who uses more than his/her allowable ESST leave that may have accrued shall have a deduction from pay for any excess ESST leave taken that has not been earned.

SECTION 2. Unused ESST leave days may accumulate to a maximum credit of one hundred eighty-four (184) days of ESST leave per teacher. Teachers who have in excess of the maximum accumulated days of ESST leave will be paid one hundred dollars (\$100) per day for unused ESST leave up to a maximum of five (5) days or five hundred dollars (\$500). The teacher will be paid this amount if they do not use more than seven (7) days in the year in which they request payment. The request for payment must be made by June 15th following the year in which request for payment is made.

SECTION 3. ESST leave with pay shall be allowed by MVED whenever a teacher's absence is due to any type of illness, including illness or disability caused or contributed to by pregnancy or childbirth; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency, or closure of a family member's school or care facility due to weather or public emergency; or when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease which prevented the attendance at school and performance of duties on that day or days. Family members shall include the following: the employee's child, including foster child, adult child, legal ward, child for whom the employee is the legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); the employee's spouse or registered domestic partner; the employee's sibling, stepsibling or foster sibling; the employee's biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; the employee's grandchild, foster grandchild or step-grandchild; the employee's grandparent or step-grandparent; a child of a sibling of the employee; a child-in-law or sibling-in-law; any of the family members of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

SECTION 4. A teacher may use ESST leave to cover absences as allowed by state or federal law.

SECTION 5. MVED shall maintain a list of substitute teachers. Teachers shall be informed of the Director's telephone number, which shall be used to report a necessary absence from teaching duties.

SECTION 6. The Director may require a teacher to furnish a medical certificate from a qualified physician or psychiatrist as evidence of illness. If such a requirement is made, and the teacher is billed, MVED shall pay the entire cost of such billing.

SECTION 7. All ESST leaves allowed under this Article shall be deducted from the accrued ESST leave days earned by the teacher.

SECTION 8. ESST leave pay shall be approved only upon submission of a request using the absence management system.

SECTION 9. Any teacher who falsely claims ESST leave shall be subject to termination of contract.

SECTION 10. Summer School: Teachers in a summer school assignment shall be allowed to use accrued ESST leave for illnesses during that time.

SECTION 11. Extended Contract: Teachers in an extended contract shall be allowed to use accrued ESST leave for illnesses during that time.

SECTION 12. ESST leave may be taken in increments of .25 if no substitute is needed.

SECTION 13. ESST Leave Bank: A ESST leave bank will be developed through a Memorandum of Understanding (MOU) should the Association make the request to the Director.

ARTICLE 9 – SERIOUS ILLNESS OR DEATH LEAVE

SECTION 1. A teacher may be granted up to six (6) days of non-accumulative death leave annually which may be used for serious illness or death in the immediate family. The immediate family shall include: spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Three (3) of the six (6) days may be used for extended family or special friend. In the event of a second or any additional deaths in the immediate family (spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or anyone residing in the household at the time of their death), additional leave will be granted not to exceed five (5) days per death. Any additional days taken will be taken at a full deduction in pay.

SECTION 2. If a teacher is asked to serve as a pallbearer for any funeral, then such teacher may be granted up to a maximum of two (2) days leave for such purpose, and said two (2) days shall count toward the aforesaid number of six (6) days.

SECTION 3. A teacher shall be given the opportunity to attend funerals of persons not covered in the above sections. In such cases, the teacher shall reimburse MVED for the cost equivalent of a substitute.

SECTION 4. A teacher may be granted up to six (6) days of non-accumulative serious illness leave annually which may be used in case of serious illness to any of the following: children, brother, sister, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Said days shall count towards the aforesaid number of six (6) days.

SECTION 5. Serious illness will be defined as an illness that is viewed by the medical profession as life threatening.

ARTICLE 10 – CHILDCARE, CHILDBIRTH, OR COMBINATION LEAVE

SECTION 1. Childcare, Childbirth, or Combination Leave:

SUBD. 1. A childcare leave may be granted by MVED, subject to provisions of this section, to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

SUBD. 2. A teacher making an application for childcare leave shall inform the Director in writing of the intention to take the leave at least two (2) calendar months before commencement of the intended leave. In the event of an emergency, the two (2) month written notice may be waived.

SUBD. 3. If the reason for childcare, childbirth, or combination leave is occasioned by pregnancy or adoption, a teacher may utilize-ESST leave pursuant to the ESST leave provisions of the Agreement for a period up to twelve (12) weeks as determined by their physician. However, a teacher shall not be eligible for ESST leave during a period of time covered by childcare leave. At the end of the fifth month of pregnancy, the teacher shall submit a written request to the Director for childcare, childbirth, or combination leave. This written request shall contain the commencement date and anticipated return date, or if the teacher so elects, a written resignation. A pregnant teacher may be required to provide at the time of leave application, a statement from their physician indicating the expected date of delivery. Adoption leave will commence on the date of home placement.

SUBD. 4. MVED may adjust the proposed beginning or ending date of a leave covered in this section so that the dates of the leave are coincident with some natural break in the school year—i.e. winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

SUBD. 5. In making a determination concerning the commencement and duration of childcare, childbirth, or combination leave, the Board shall not, in any event, be required to:

- a. Grant any childcare, childbirth, or combination leave of more than twelve (12) months in duration.
- b. Permit the teacher to return to employment prior to the date designated in the request for leave. In event of a stillbirth or miscarriage, consideration may be given by the Board for an earlier return.

SUBD. 6. The Director shall submit the teacher's written leave request at the next Board meeting after receiving it. The Director shall notify the teacher in writing no later than ten (10) days after the MVED Board takes official action on the leave request.

SUBD. 7. A teacher returning from childcare leave shall be reemployed in a position for which licensed and qualified commensurate with a position occupied prior to the leave unless previously discharged or placed on unrequested leave.

SUBD. 8. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless MVED and the teacher mutually agree to an extension in the leave. If a medical complication should occur, as determined by the attending physician who prohibits such return, an extension of the leave may be granted not to exceed an additional twelve (12) months.

SUBD. 9. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota statutes are intended to be periods of actual service, enabling MVED to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time by which the teacher is on childcare, childbirth, or combination leave shall not be counted in determining the completion of the probationary period.

SUBD. 10. A teacher who returns from childcare, childbirth, or combination leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare, childbirth, or combination leave.

SUBD. 11. A teacher on childcare, childbirth, or combination leave shall be allowed to continue in the group insurance program for up to twelve (12) weeks at the expense of MVED. After that time, the teacher may continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium(s) beyond the twelve (12) week period for such programs as the teacher wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the Teacher does not return to the MVED pursuant to this section.

SUBD. 12. For the purposes of this section, "personal ESST leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits. Furthermore, for the purposes of this action, the word "teacher" and/or "parent" is intended to mean the employee, parent, or in the case of adoption, "guardian."

SECTION 2. Sick or Injured Child, Parent, or Spouse Care Leave:

SUBD. 1. MVED shall grant a long-term child, parent, or spouse care leave to any teacher who makes a written application for said leave. The intent of said leave is for the entire school year except in case of an emergency when it would be for the remainder of the school year. A teacher making an application for this leave shall inform MVED in writing at least two (2) months prior to the requested leave except in case of an emergency. The Director shall submit the teacher's written leave request at the next Board meeting after receiving it. The Director shall notify the teacher in writing no later than ten (10) days after the MVED Board takes official action on the leave request.

SUBD. 2. Said leave is without pay. The teacher may remain in the group insurance programs for twelve (12) weeks at MVED's expense if the reason for the leave is to care for the teacher's spouse, son or daughter, or parent who has a serious health condition. In any event, the teacher may remain in the group insurance programs beyond the twelve (12) weeks at his/her own expense. This right shall terminate if the teacher does not return to MVED as provided for under this Article.

SUBD. 3. The teacher on leave shall indicate intent to return to the system by notifying the Director in writing prior to March 2 of the year of the leave. The right of reinstatement upon return to MVED shall be provided under this Article.

SUBD. 4. For the purposes of this section, the word "teacher" and/or "parent" is intended to mean the employee, biological parent, or in case of adoption, "guardian."

ARTICLE 11 – SABBATICAL LEAVE OF ABSENCE

SECTION 1. Any teacher who has been continuously employed for a period not less than seven (7) years at MVED may apply for sabbatical leave of absence for a period not to exceed one (1) year for the purpose of professional growth. Any teacher granted a sabbatical leave of absence may not apply for, or be granted, any further sabbatical leave of absence for a period of seven (7) years.

SECTION 2. Written application for such sabbatical leave must be made to the Director prior to April 1 to be considered for said leave in the following school year. The application shall describe the proposed program of study and shall include a signed assurance that the applicant shall return as a teacher to MVED for a period of not less than two (2) years after the leave if the absence is for a full year, or for a period of not less than one (1) year after the leave of absence

if the absence is for one-half (1/2) year. Alternates may apply until June 15 if a selected teacher withdraws application.

SECTION 3. The School Board shall decide at its first regular scheduled Board meeting in April which teachers, if any, will be granted a sabbatical leave and notify all applicants of its decision.

SECTION 4. The decision concerning who will receive sabbatical leave, if more than one individual applies, will be made by the School Board using the following criteria:

1. Is it germane to what the teacher is teaching?
2. Will it benefit MVED?
3. Will it benefit the individual teacher?
4. Has either teacher used the article before?
5. Seniority

SECTION 5. In the event of the teacher on sabbatical leave becoming ill or injured and unable to fulfill his/her duties after the sabbatical leave because of death, illness, or injury the salary repayment shall be waived by the MVED.

SECTION 6. Not more than one (1) teacher of MVED shall be granted sabbatical leave at any one time during the year, except if two (2) teachers want partial sabbatical and they overlap for not more than two (2) weeks, both teachers may be granted sabbaticals at the same time. The allowance granted to a teacher on sabbatical leave shall be 75 percent of the basic contract salary of the teacher for the school term during which the sabbatical leave takes place. If said leave is for less than the full school year, then said allowance shall be reduced proportionately. If a teacher, while on sabbatical leave, is employed in a gainful occupation for which the teacher receives compensation (excepting employment which the teacher holds during times when the teacher would not otherwise be actively teaching, e.g. summer work, National Guard employment, etc.), then the teacher shall still receive 75 percent of the basic contract salary from MVED, provided that the total compensation from all sources shall not exceed 100 percent of the total income which the teacher would have received working at MVED during the year of the leave. A representative of MVED will meet with the teacher before the leave commences in order to determine the amount of full salary, applicable sources of income, and the 75 percent figure. The teacher on leave shall be required to report each month his or her income from all applicable sources to MVED by furnishing copies of check stubs or other evidence of income earned. If MVED determines that the teacher has received or will receive from said outside employment sufficient sums so that the teacher's leave allowance, together with said outside compensation, exceeds the teacher's total income which he or she would have received from MVED, MVED may withhold sufficient sums from said payments so that the teacher does not receive any more during said leave than he or she would have received from full employment in MVED during the year of the leave.

SECTION 7. Teachers on sabbatical leave of absence shall, on their return to MVED, be eligible to maintain regular progress on the salary schedule and shall receive the benefit of adjustments

in basic salary schedule and other conditions of employment. All fringe and accrued benefits, except ESST leave, provided by the contract shall be maintained during said leave.

SECTION 8. Although ESST leave shall not accumulate during the sabbatical leave of absence, that ESST leave accrued prior to the leave shall be restored at the time of reemployment.

SECTION 9. The granting of a sabbatical leave and the selection of a teacher to be granted such leave will be at the complete discretion of the Board of Education provided their action is not arbitrary or capricious.

SECTION 10. The teacher on leave shall indicate intent to return to the system by notifying the Director in writing prior to March 1 of the year of sabbatical leave, or the balance of the salary allowance for the leave of absence shall be cancelled, and the teacher shall be liable to MVED for any sabbatical salary received.

ARTICLE 12 – LONG-TERM PERSONAL LEAVE

SECTION 1. A long-term leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to the teacher's professional responsibilities, foreign or military teaching programs, or as a full-time participant in the Peace Corps or Job Corps. Written application for such leave must be made (submitted) to the Director at least ninety (90) days prior to the commencement of the leave. The applicant shall provide a planned proposal outlining the request for the long-term personal leave of absence. The proposal shall include, but not be limited to, the following:

1. Name of applicant
2. Assignment of applicant
3. Period of leave
 1. One year
 2. Two years
4. Description of course/activities/projects involved in the leave
5. Expected outcomes of the leave
6. Plan to provide a synopsis of the outcomes of the leave upon completion of said leave

SECTION 2. A long-term leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in a cultural or work program related to their professional position. Written application for such leave must be made (submitted) to the Director at least ninety (90) days prior to the commencement of the leave. The applicant shall provide a planned proposal outlining the request for the long-term personal leave of absence. The proposal shall include, but not be limited to, the following:

1. Name of applicant
2. Assignment of applicant

3. Period of leave
 - a. One year
 - b. Two years
4. Description of courses/activities/projects involved in the leave
5. Expected outcomes of the leave
6. Plan to provide a synopsis of the outcomes of the leave upon completion of said leave

SECTION 3. The teacher on leave shall indicate intent to return to the system by notifying the Director in writing prior to March 2 of the final year of said leave.

SECTION 4. Upon return from said leave, the teacher shall be reinstated to his or her original job or to a position of like status and pay. The individual teacher's continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits, which he or she had accrued prior to taking a long-term personal leave.

SECTION 5. Said leave shall be without pay. The teacher shall have the right to participate in any insurance programs provided by MVED, but said participation shall be at the teacher's cost.

ARTICLE 13 – MILITARY LEAVE

SECTION 1. A military leave of absence, without pay, shall be granted to any teacher who shall be inducted or shall enlist for military duty in time of war or other emergency declared by proper authority in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued had he or she taught at MVED during such period.

SECTION 2. Teachers of MVED shall continue to receive their regular compensation when called to active duty as members of the National Guard or Reserves, but not exceeding a total of fifteen (15) days in any contract year.

ARTICLE 14 – ASSOCIATION LEAVE

SECTION 1. A leave of up to two (2) years shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or its staff.

SECTION 2. Upon return from said leave, such teachers shall be reinstated at the same position on the salary schedule and shall maintain all benefits accrued prior to said leave.

SECTION 3. Said leave shall be without pay. The teacher shall have the right to participate in any insurance programs provided by MVED, but said participation shall be at the teacher's cost.

SECTION 4. The teacher on leave shall indicate intent to return to the system by notifying the Director in writing prior to March 2 of the final year of said leave.

SECTION 5. At the beginning of every school year, the Association shall be credited with ten (10) non-accumulative days to be used by a maximum of two (2) teachers at one time who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board at least forty-eight (48) hours prior to the date for intended use of said leave. The Association agrees to reimburse MVED for the cost of substitute teachers hired by MVED to replace the teachers who take the leave provided herein.

ARTICLE 15 – PERSONAL LEAVE

SECTION 1. At the beginning of each school year, a full-time teacher shall be granted three (3) days of personal leave to be used at the discretion of the teacher with administrative approval. This leave may accumulate to a maximum of nine (9) days.

SECTION 2. A teacher who has accumulated at least twenty (20) ESST leave days at the beginning of the school year may use three (3) ESST leave days to purchase one (1) personal day during that year. This purchase may only occur one time during any school year.

SECTION 3. No more than five (5) consecutive days may be used at one time. A teacher planning to use three (3) or less consecutive days of personal leave must request such leave to the supervising administrator at least two (2) working days prior to the requested usage except in an emergency. A teacher planning to use four (4) or more consecutive days of personal leave must request such leave to the supervising administrator at least fifteen (15) working days prior to the requested usage except in an emergency. The decision to grant four (4) or more consecutive days of personal leave will be at the discretion of the supervising administrator. The administration will respond in a timely manner.

SECTION 4. Requests for personal leave must be made to the supervising administrator at least two (2) working days prior to the requested usage except in the event of an emergency. Personal leave approval will be at the discretion of the supervising administrator.

SECTION 5. Personal leave days may be used for absence caused by inclement weather reasonably affecting the teacher's travel to and from school subject to the Director's approval. The two (2) day notice for requesting personal leave may be waived in the case of emergency.

SECTION 6. If a teacher has requested and been granted a personal leave day on a day in which school was closed for the entire instructional day due to inclement weather, the personal leave will not be deducted from the days available to that teacher. This section shall not apply in the event school is closed early due to inclement weather.

ARTICLE 16 – UNREQUESTED LEAVE OF ABSENCE

SECTION 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40 Subd. 10, which article shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

SECTION 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

“Teacher” means a full-time or part-time continuing contract teacher.

“Qualified” means a full-time or part-time continuing contract teacher.

“Subject matter or field” shall mean teachers in the following categories:

a. Elementary/secondary Categories:

1. speech /language
2. occupational therapy
3. physical therapy
4. early childhood special education
5. emotional/behavior disorders
6. learning disabilities
7. mentally handicapped
8. physically handicapped
9. visually impaired
10. hearing impaired
11. social work
12. school psychology
13. clinical psychologist
14. developmental/physical education
15. vocational/transitions

b. Secondary Categories:

1. Agriculture
2. Business education
3. Counselor
4. Foreign language
5. Health
6. Home economics
7. Industrial arts
8. Language arts
9. Mathematics
10. Science
11. Social studies
12. Work experience program
13. Activities director
14. Vocational
15. Speech

c. Lane Designation:

1. BA
2. BA + 10
3. BA + 20

4. BA + 30
5. BA + 40
6. MA
7. MA + 10
8. MA + 20
9. MA + 30
10. MA + 40/Specialist
11. PhD

“Seniority” means time served by a full-time or part-time continuing contract-qualified teacher commencing with the first day of actual service at MVED. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, but whose employment was subsequently reinstated by action of the School Board, and the teacher, without interruption of regular service, shall retain his or her original seniority date.

“MVED” shall have the same meaning as defined in Article 1 of this Master Contract.

SECTION 3. Unrequested Leave of Absence: MVED may place on unrequested leave for a period not exceeding the period of time set forth in this section, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and MVED. Teachers placed on such leave shall receive notice by May 1 of the school year prior to the commencement of such leave with reasons therefore, without the necessity of any hearing applicable to unrequested leave, except that a hearing may be provided to show any violation of this article upon the request of the teacher. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher, who has acquired continuing contract rights, is licensed. Teachers placed on unrequested leave shall be selected in order of seniority in the field and subject matter for which they are employed; i.e., the teacher lowest on the seniority list shall be the first teacher placed on unrequested leave of absence. However, if such teacher is licensed in another category and is senior to a teacher in such other category, then such teacher shall be permitted to bump the least senior teacher in that category, provided that said bumping teacher has had regular public school teaching experience in that subject area within the last five (5) years. It is further provided, nevertheless, that a teacher may satisfy said requirement of “regular public school teaching within the last five (5) years” in a new subject category by doing the following: (1) requesting a transfer into such new subject category in which the teacher is licensed and qualified, and (2) if the request is granted by the administration, and if the teacher has not actually taught in that subject category in the five (5) years, then such teacher must agree to enroll in and satisfactorily complete one three (3) credit college level course in said new subject area during the summer months preceding the year in which the new subject will be taught. If it is impossible to take such a summer school course, then such teacher must complete such course during the fall quarter. The parties have agreed upon a tie-breaking procedure and do agree that, in the event

of a staff reduction requiring action affecting teachers whose first day of employment at MVED commenced on the same date who would have equal seniority, the selection of the employee for purposes of discontinuance shall be in accordance with the following order of criteria:

- (1) The teacher or teachers on the lower-numbered step of the salary schedule shall be terminated first.
- (2) If there are teachers with identical seniority who are on the same step of the salary schedule, then the teacher or teachers with the fewest number of total years teaching public school shall be terminated first.
- (3) If, after the application of the above criteria, there are ties still remaining, then the teacher or teachers on the lower lane or lanes of the salary schedule shall be used as the deciding factor.
- (4) If, after the application of the above criteria, there are ties still remaining, job performance, as evaluated and documented by MVED, shall be used as the deciding factor.

Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in MVED earned prior to the commencement of such leave.

SECTION 4. Reinstatement: No new teacher shall be employed by MVED while any teacher qualified in the same field and subject matter is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to positions from which they have been given leave, or any other available position at MVED in the category or categories in which they are licensed as such positions become available, provided they have had regular public school teaching experience within the last five (5) years in the category in which the position becomes available, or provided that the requirements set forth in the proceeding sections have been complied with. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave; i.e., the last teacher placed on unrequested leave of absence, who is qualified and certified for the position, shall be the first recalled. If a teacher earns an additional license while on unrequested leave of absence, said teacher shall have seniority in such new licensed categories from the initial date of employment. When placed on unrequested leave, a teacher shall file with the MVED personnel office his or her name and the address to which any notice or reinstatement or availability of position shall be mailed. Proof of service in the form of a certified letter by the person in MVED depositing such notice to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of MVED if any notice has been mailed as provided herein. If a position becomes available for a qualified teacher on unrequested leave, MVED shall mail the notice in the form of a certified letter to such teacher who shall have twenty (20) days from the date of such notice to accept the reemployment. Failure to reply in writing in such twenty (20) 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. In the case of a mid-year vacancy, the teacher qualifying for the reinstatement shall signify intention to accept or decline the position within twenty (20) days of the date of the notice. Said teacher may choose to return to said position at the time of its availability or at the beginning of the ensuing school year. Reinstatement rights shall automatically cease on the first day of the sixth (6th) of September (i.e., slightly more than five (5) years) next following the placement on unrequested leave of absence, and no further rights to reinstatement shall exist unless extended by written mutual consent between MVED and each qualified teacher.

SECTION 5. Establishment of Tenured Seniority List: By December 2 of each year, MVED shall cause a seniority list of tenured teachers and a list of probationary teachers (by name, date of employment, qualification, and subject matter or field) to be prepared from its records. It shall thereupon distribute such lists to all MVED employees. Any person whose name appears on the tenured seniority list and who may disagree with the finding of MVED and the order of seniority, shall have ten (10) days from the date of receipt to supply written documentation, proof, and a request for seniority change to MVED. Any tenured teacher who disagrees with the finding of MVED concerning his or her position on the seniority list may file a grievance according to the procedures set forth in the grievance article. A final tenured seniority list shall thereupon be prepared by MVED, which list, as revised shall be binding on MVED and any teacher.

Each year thereafter, MVED shall cause such a seniority list of tenured teachers and a list of probationary teachers to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. This seniority list shall govern the application of the unrequested leave of absence policy until thereafter revised.

SECTION 6. Any teacher who has been listed on the seniority list and leaves their classroom position at the request of MVED to fulfill another position in MVED, shall retain their seniority on the teacher's seniority list.

SECTION 7. This article shall govern all continuing contract teachers as defined in this Master Contract or in the law and shall not include probationary teachers. This article shall not be construed to limit the rights under Minnesota law of any other certified employee not covered by the Master Contract.

ARTICLE 17 – LONG-TERM DISABILITY LEAVE

SECTION 1. A teacher who becomes disabled or is forced to use Income Protection Insurance shall submit a written request to the Director for long-term disability leave. This request will include a commencement date and an estimated return date. Said leave will be for no more than a one (1) year period, but it may be renewed at the discretion of the MVED Board upon written request of the teacher.

SECTION 2. While on said leave, the MVED District will continue to pay the equivalent of a single health insurance premium for the period of one (1) year. The teacher may elect to stay in

the group at their own expense after that period. The teacher may elect to remain in all other programs at their own expense.

SECTION 3. If a teacher on said leave is medically certified able to return and taken off of long-term disability prior to the estimated return date on their request, they shall be able to do so provided a three (3) week notice is given their replacement.

ARTICLE 18 – WORKERS’ COMPENSATION

SECTION 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provision of the Workers’ Compensation Act, MVED will pay the difference between the compensation received pursuant to the Workers’ Compensation Act by the employee and the employee’s regular rate of pay to the extent of the employee’s earned accrual of ESST leave.

SECTION 2. A deduction shall be made from the employee’s accumulated ESST leave accrual time, according to the prorated portions of days of ESST leave time that is used to supplement Workers’ Compensation.

SECTION 3. Such pay shall be paid by MVED to the employee only during the period of disability.

SECTION 4. In no event shall the additional compensation paid to the employee by virtue of ESST leave pay result in the payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

SECTION 5. An employee who is absent from work as a result of an injury compensable under the Workers’ Compensation Act and who elect to receive ESST leave pay pursuant to this policy, shall submit the Workers’ Compensation check, endorsed to MVED, prior to receiving payment from MVED for the absence.

ARTICLE 19 – JURY DUTY

SECTION 1. Teachers of MVED shall continue to receive their regular compensation when called for jury duty, provided that they shall remit or turn over to MVED that compensation, except for mileage reimbursement and any meal allowance, which they receive as a juror.

SECTION 2. Any Teacher summoned or subpoenaed to provide testimony or information to any agency, commission, board, legislative committee, arbitrator, or court, during the regular workday, shall be provided leave with pay for each day or part thereof which the teacher is required to be absent. The teacher shall reimburse MVED that compensation, except for mileage reimbursement and meal allowance, which they receive for providing such testimony.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT

SECTION 1. Professional Meetings: Teachers shall be permitted to attend professional meetings and/or classroom visitations as approved by the Director.

SECTION 2. Reimbursable Expenses: MVED shall pay for all reimbursable expenses incurred during the professional leave as approved by the Director prior to the leave. Administrative Rules and Regulations apply in obtaining expense reimbursement as annually established by the MVED Board.

SECTION 3. Re-licensure: It is the responsibility of the teacher to ensure that sufficient professional development occurs in order to obtain re-licensure.

ARTICLE 21 – RELEASED TIME

A teacher shall not be obligated to serve on any committee established by MVED unless release time is provided. If the faculty elects his or her members to the committee, any individual teacher can refuse to serve and another person shall be elected.

ARTICLE 22 – POLITICAL ACTIVITY OF TEACHERS

School staff members shall not actively engage in partisan political activity on school premises during school hours.

ARTICLE 23 – GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS AND INTERPRETATIONS

SUBD. 1. A “grievance” shall mean an allegation by a grievant resulting in a dispute or disagreement between the grievant and MVED as to the interpretation, compliance, or application of terms and conditions of employment insofar as such matters are contained in this Master Contract. In the event the occurrence giving rise to the grievance affects a majority of the faculty, the Association shall have the right to file a grievance. (An effort shall first be made to adjust the alleged grievance informally between the grievant and the Director.)

SUBD. 2. Computation of time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. Student contact days shall be the only days that will be allowed to count in computing the duration of the prescribed times pertaining to any procedure contained herein. During June, July, and August, the computation shall be actual days prescribed herein except Saturdays, Sundays, and holidays.

SUBD. 3. Filing and Postmark: The filing and service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or if it is personally served to the party involved.

SUBD. 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to MVED's designee, setting forth the facts and the specific provisions of the Master Contract allegedly violated, and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred or twenty (20) days after the grievant, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The event giving rise to the grievance shall be the date that definitive action is taken by MVED, Association, teacher, or administrator, or when an interpretation of the terms of application of this contract is made by one of said persons. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. Failure by the Board or its representative to issue a final and written decision within the time periods provided herein shall constitute a forfeit of the grievance in favor of the grievant.

SUBD. 5. Appearance: The grievant shall make every effort to personally appear at all levels of the grievance process. The Association has the right to represent the grievant at all levels.

SECTION 2. Adjustment of Grievance: The Board and the teacher/Association or the administrator and teacher/Association shall attempt to adjust all grievances that may arise during the course of employment of any teacher within MVED in the following manner:

SUBD. 1. Informal Discussion: In the event that a teacher/Association believes there is a basis for a grievance, the teacher/Association shall first discuss the alleged grievance with the Director either personally or accompanied by the Association representative. If, as a result of the informal discussion with the Director, the alleged grievance still exists, the grievant shall file a written grievance with the building Principal or Director pursuant to Section 2, Subd. 4 of this article.

Level 1: If the grievance is formally filed in writing, the Director or MVED's designee shall give a written decision on the grievance to the parties within five (5) days after receipt of the grievance.

Level 2: In the event the grievance is not resolved in Level 1, the written decision rendered may be appealed to the Director, provided such appeal is made in writing within five (5) days after receipt of the decision of Level 1. The Director shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the grievance.

Level 3: In the event the grievance is not resolved in Level 2, the written decision rendered may be appealed to the Board, in writing, within five (5) days after

receipt of the written decision in Level 2. If the grievance is appealed to the Board, the Board will hear the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Board or its committee shall issue its decision in writing to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the grievance at this level.

SECTION 3. Arbitration Procedure: In the event that the two parties are unable to resolve any grievance, the grievance shall be submitted to arbitration as defined herein.

SUBD. 1. The notification to submit a grievance to arbitration must be filed in the office of the Director within ten (10) days following the decision at Level 3.

SUBD. 2. Selection of Arbitrator: The employer and the employee shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee organization are unable to agree on an arbitrator within five (5) days, they shall request from the Bureau of Mediation Services, state of Minnesota, a list of five (5) qualified arbitrators. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

SUBD. 3. Jurisdiction: The arbitrator shall not have the power to add, to subtract from, or modify in any way the terms of the existing contract.

SUBD. 4. Binding Arbitration: The decision of the arbitrator shall be final and binding upon the parties.

SUBD. 5. Attendance: If the arbitrator requires the attendance of any employee during the regular working hours, the employee shall not suffer any loss of salary as a result of his or her attendance.

SUBD. 6. Hearings: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose, not exceeding five (5) in number, 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.

SUBD. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses related to the party's representatives, witnesses, and 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, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration.

ARTICLE 24 – MEET AND CONFER

SECTION 1. Representatives of MVED and the Association's Policy Review Committee will meet as needed for the purpose of reviewing the administration of the contract and to attempt to resolve problems of interpretation and administration of this contract that may arise, and to meet and confer on matters not specified under M.S. 179A.03, of the Public Employment Labor Relations Act in accordance with M.S. 179A.02, as amended, relating to the services being provided to the public. These meetings are not intended to bypass the grievance procedure.

SECTION 2. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of items to be discussed. If there is no agenda, there will be no meeting.

SECTION 3. All meetings between MVED and the Association will regularly be scheduled to take place as promptly as possible at 3:35 p.m. The teachers involved will be free from assigned instructional responsibilities for these meetings unless otherwise mutually agreed.

SECTION 4. Should such a meeting result in a mutually acceptable amendment of the contract, the amendment shall be subject to ratification by MVED and the Association in the same manner as required by law for adoption of this original contract, provided that the bargaining committee shall be empowered to propose temporary accommodations to resolve special problems.

ARTICLE 25 – HOURS OF SERVICE

SECTION 1. The teacher's basic day, inclusive of lunch, shall be eight (8) hours, beginning and ending at the discretion of the building level administration and approved by the faculty, except for the last day of the week at which time they may leave after students are dismissed.

SECTION 2. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities, beyond the basic teacher's day as required by MVED. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities. Individual request of conflicts or problems will be considered by the administration and teachers may exchange assignments with each other on giving notice to the Director.

SECTION 3. Duty-free Lunch: All teachers shall be entitled to a duty-free, uninterrupted lunch period. Such duty-free lunch period shall be at least thirty (30) minutes in length and a duty-free lunch period shall be defined to mean that teachers shall not be required to attend to classes, supervisory duties, or child-study staffing during this time block.

SECTION 4. Revisions Necessary Due to Unusual Circumstances: In the event a split-shift or a four-day week or other schedule of hours becomes necessary due to a fuel shortage or damage or destruction of a school building, the Board of Education may revise the school day hours after formally consulting with the exclusive representative.

SECTION 5. Non-Compensated Duty: Any teacher who agrees to return after the basic day for a non-compensated duty shall be allowed to leave school at the end of the student contact day on each day of said duty.

SECTION 6. A full-time special education teacher shall be provided with an average of two-hundred fifty (250) minutes of instructional preparation time per week during the time period that extends from the start of classes until dismissal. This preparation time will be provided in usable blocks of at least twenty (20) minutes. Every attempt will be made to guarantee each full-time teacher at least fifty (50) minutes of prep time per day. Preparation time shall be free from other assigned duties.

SECTION 7. Part-time special education teachers shall receive ten (10) minutes of preparation time for each class period assignment.

ARTICLE 26 – SPECIAL AND STUDENT TEACHING ASSIGNMENTS

SECTION 1. Assignments for summer school will be made with consideration given to tenured teachers and preference to teachers regularly employed at MVED. Compensation for teaching in summer school programs shall be determined by a prorated basis of the hours taught relating to a seven (7) period day of each teacher's salary for the immediately preceding school year. Summer school teachers, teaching less than full-time shall be provided ten (10) minutes of compensation preparation time, per day, for each hour of summer school teaching duty.

SECTION 2. All teachers of MVED who are recommended by the Director to assist in the student teaching program and who mutually agree, shall participate in the program as "Supervisory Teachers." It is agreed that "Supervisory Teachers" in this instance, are not supervisory employees as defined in P.E.L.R.A., as amended.

SECTION 3. Teachers serving as "Supervisory Teachers" for student teachers shall develop opportunities for the student teachers to observe and practice the arts and skills of the profession.

SECTION 4. 100 percent of all monies received by MVED for student teachers shall be paid to the designated supervisory teacher.

ARTICLE 27 – LENGTH OF SCHOOL TERM

SECTION 1. Teacher Duty Days: MVED shall, in April each school year, establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by MVED, including those legal holidays on which MVED is authorized to conduct school, and pursuant to such authority as determined to conduct school. The school year runs for one hundred eighty-four (184) duty days. The MVED Board may increase duty days by up to three (3) days and teachers will be paid a prorated daily amount that will be decided by dividing annual salary by one hundred eighty-four (184). Duty days may also be increased through agreements that are a result of the collective bargaining process. If

days are added through collective bargaining, increased compensation and/or contract language changes will be agreed to as a part of the settlement of the contract.

SECTION 2. Emergency Closings: In the event of a teacher duty day lost for any emergency, the teacher shall perform duties on each other day or days in lieu thereof as MVED shall determine after formal consultation with the Association.

SECTION 3. Summer School: The availability and length of summer school will be posted by April 15 of the school year.

ARTICLE 28 – TEACHER ASSIGNMENT AND TRANSFERS

SECTION 1. All classroom teachers assigned to a different building, different grade level, or different subject matter, shall receive notice of such assignment on or before July 15 of the year preceding the reassignment. The teacher has ten (10) days after receiving notice of reassignment to resign without being held to his or her contract by MVED. The assignment notice and right to resign shall not apply to any extra-curricular assignment.

SECTION 2. All extra-curricular or co-curricular vacancies occurring within MVED shall be made available to those qualified, certified personnel currently employed by MVED.

SECTION 3. Summer School: Summer school services and personnel will be posted by April 15 of the preceding school year.

SECTION 4. A teacher may request a transfer to a different class, building or position by making the request in writing to MVED and setting forth the reason or reasons for the desired transfer in the request.

SECTION 5. Any teacher requesting a transfer to a different position will be guaranteed an interview for said position if a vacancy in that position occurs.

ARTICLE 29 – RETIREMENT

SECTION 1. Any licensed employee who has been employed ten (10) consecutive years by MVED may retire at the end of the school year in which he or she reaches the age of fifty-six (56) or thereafter. If a teacher reaches age fifty-six (56) after the end of one school year and prior to the beginning of the next school year, it will be considered retiring at age fifty-six (56).

- A. Upon retirement at the end of the year in which the teacher qualifies for retirement, the teacher has the following insurance options available.
 - a. With regard to medical insurance MVED will provide up to fifty-eight thousand dollars (\$58,000) that may be used towards the purchase of any of the district's medical insurance plans or can be used to reimburse the employee for premiums of a medical insurance plan purchased elsewhere. After MVED's contribution has been depleted, the retiree may remain in the group insurance indefinitely at his/her own expense. In the event of the

employee's death, this benefit ceases. Applies to retirees starting on or after 7/1/2021.

- b. With regard to life insurance in effect at the time of retirement, MVED will continue to pay life insurance premiums for nine (9) years after retirement. The current insurance contracts do not permit insurance coverage beyond age sixty-five (65) years for retired employees. However, teachers who work between sixty-five (65) years and seventy (70) years will receive the benefit. A teacher who retires after age sixty-five (65) will be allowed to purchase life insurance at his/her own expense, at the district rate, for up to eighteen (18) months after retirement.
- c. With regard to dental insurance at the time of retirement, the teacher will assume responsibility for payment of all premiums.

This retirement language is in effect for teachers retiring after June 1, 2002.

SECTION 2. Any licensed teacher who retires at age fifty-five (55) or older who has been employed ten (10) consecutive years by MVED shall be paid fifty dollars (\$50) per day for any accumulated ESST leave up to a maximum of one hundred and eighty-four (184) days.

SECTION 3. The term "ten (10) consecutive years" as used herein shall mean that a teacher must be physically present teaching in MVED for ten (10) consecutive years. School Board approved leaves will not count in the ten (10) year requirement, but shall not disqualify a teacher on the basis of the consecutive year stipulation. The only other exception shall be illness or medically certified disability, which will count toward the ten (10) year requirement.

ARTICLE 30 – GROUP INSURANCE

SECTION 1. HEALTH AND HOSPITALIZATION INSURANCE: For each teacher who qualifies for and is enrolled in the MVED's medical insurance plan at the single level, MVED will contribute up to \$17,000, which includes any contributions towards the district sponsored tax advantaged HRA/VEBA/HSA plan. For each teacher who qualifies for and is enrolled in the MVED's medical insurance plan at the family level, MVED will contribute up to \$21,000, which includes any contributions towards the district sponsored tax advantaged HRA/VEBA/HSA plan. Selection of a plan less than the amount MVED is contributing does not entitle a teacher to any additional pay.

SUBD. 1. ESTABLISHMENT OF VEBA/HRA (Voluntary Employees' Beneficiary Association/Health Reimbursement Arrangement): MVED shall make available a VEBA/HSA Plan and Trust to all qualified bargaining unit members. Employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in the VEBA/HSA. It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

- a. MVED agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA (Flexible Spending Account) first, including amending the FSA or VEBA/HSA Plan so that their plan years begin and end on the same date.
- b. The VEBA/HSA Plan year will begin and end on the same dates as the high-deductible health insurance program offered in Subdivision 5 of this Article.

SUBD. 2. BENEFITS PROVIDED THROUGH THE VEBA/HSA: MVED shall provide welfare benefits through the VEBA/HSA Plan as identified in the plan document.

SUBD. 3. PAYMENT OF ADMINISTRATIVE FEES: The annual and monthly MII administrative fees will be paid by MVED. The investment fees outside of MII will be paid by the employee.

SUBD. 4. CONTRIBUTIONS TO THE ACTIVE EMPLOYEES' PLAN:

- a. MVED will make an annual contribution, not to exceed the HSA IRS limits, to accounts under the health reimbursement arrangement for qualifying bargaining-unit members equal to the deductible in the highest premium VEBA insurance policy or the difference between the costs of the highest premium plan plus the VEBA contribution, less the cost of the premiums for the plan selected, not to exceed the maximum single and or family district contribution levels outlined in Article 30, Section 1.
- b. The contribution will be made on or about the first day of the VEBA/HSA Plan year. Any employee who leaves prior to the end of the school year will reimburse MVED on a prorated basis for any unused portion of MVED's contribution to the VEBA/HSA Trust for that plan year. This amount will be deducted from the employee's paycheck with the employee's permission. In the event that the employee does not give permission, the amount will be repaid to MVED through a payment plan mutually agreed to by the employee and MVED.
- c. If a qualified bargaining-unit member enters the VEBA/HSA Plan as a participant on a date after the first day of the VEBA/HSA Plan year, the MVED shall prorate the amount of MVED's contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA/HSA Plan, MVED shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the VEBA/HSA Plan on the first day of the VEBA/HSA Plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future MVED contributions that are prorated over the VEBA/HSA Plan year.

- d. All contributions on behalf of a VEBA/HSA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 5 below.

SUBD. 5. HIGH-DEDUCTIBLE HEALTH PLAN: MVED shall make available a high-deductible health plan to all eligible bargaining unit members. With respect to qualifying bargaining-unit members, MVED shall contribute an amount up to the insurance contribution identified in Article 30, Section 1, minus the annual contribution towards premiums identified in Article 30, Section 1, Subd. 4.a.

SUBD. 6. ELIGIBILITY:

1. Each full-time teacher is eligible to receive payment toward VEBA/HSA coverage.
2. Retired teachers may elect to participate in any of MVED's group plans for health and hospitalization insurance at their own expense.
3. Upon termination of employment, the MVED contribution shall cease effective on the last working day. However, a teacher who teaches to the last contractual day of the academic year will be entitled to continuing MVED contribution to his/her insurance premium until August 31 of that year.
4. Part-time teachers are eligible to participate based on Article 2, Section 4, Subd. 6.

It is understood that MVED's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against MVED as a result of a denial of insurance benefits by an insurance carrier.

SECTION 2. Income Protection Insurance: The Association agrees that 100 percent of its members will belong to the group for income protection insurance at their own cost.

SECTION 3. Liability Insurance: MVED shall obtain a copy of the liability insurance policy from the insurance agent and place in a file in the school business office for examination and review by teachers. This shall include coverage of \$1,000,000 per occurrence to cover any claim, liability, or legal cause of action arising in the employee's course and scope of employment with the employer.

SECTION 4. Life Insurance: MVED shall contribute a sum equal to the premium for a \$50,000 group life insurance policy for each full-time teacher of MVED for the term of this contract.

SECTION 5. Dental Insurance: MVED agrees to contribute six hundred dollars (\$600) toward the purchase of family or individual plan dental insurance for the duration of the contract.

ARTICLE 31 - 403b

After 5 cumulative years of employment, a 403b retirement match will be offered. Between years 6-10, the district will match up to \$250 annually; starting at 11 cumulative years of

employment, the district will match up to \$500 annually. Upon a teacher's retirement, MVED's contributions to a teacher's 403b will be subtracted from that teacher's available ESST leave retirement buy-back money at a rate of \$50 per accumulated ESST day.

ARTICLE 32 - BASIC SCHEDULES AND RATES OF PAY

SECTION 1. 2023-2024 and 2024-2025 Salary Schedules: The wages and salaries reflected in the schedules shall be a part of the Master Contract for the 2023-2024 and 2024-2025 school years.

SECTION 2. Status of Salary Schedule: The salary schedules are not to be construed as part of the teacher's continuing contract, and the Board reserves, for cause, the right to withhold increments, any career incentive increase, or any other salary increase as the Board shall determine (excluding advancement lane changes).

After June 30, 2025 the bimonthly payments that each teacher is receiving shall continue until such time as a new Master Contract is entered into with MVED. However, lane changes earned shall be paid as provided elsewhere in this contract.

SECTION 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

SUBD. 1. Initial placement: The total number of years of experience germane to a teacher's field of expertise following applicable degree and educational placement will determine step and lane placement on the salary schedule. Occupational Therapists and Physical Therapists holding Bachelor Degrees will be placed on the BA + 30 level.

SUBD. 2. Germane: Credits to be considered for application on any lane of the salary schedule may be graduate or undergraduate quarter hour credits that are germane to the teacher's minor or major assignment, or others specifically approved by the Director.

SUBD. 3. Course Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Director in writing prior to the taking of the course.

SUBD. 4. Effective Date: Individual contract shall be modified to reflect qualified lane changes twice every year effective at the beginning of the first semester and the beginning of the second semester, providing some evidence of qualified credits is submitted to the Director's office on or before September 15 of the first semester and January 30 of the second semester to be eligible for that specific semester. However, for college credits, the official transcript must be provided by the teacher to the administration no later than forty five (45) days after the tenth teaching day in the semester. If a teacher shall fail to provide some evidence of qualified credits on or before the above mentioned dates or shall fail to provide the official transcript within

forty-five (45) days thereafter, the credits, though otherwise qualifying, shall not be considered until the following semester.

SUBD. 5. Application: Credits to apply to lanes beyond a particular lane, must be earned subsequent to the earning of the teaching license and must be taken at an accredited college or university.

SUBD. 6. CEU's for Lane Changes: A combination of coursework and up to one hundred fifty-six (156) CEU credits may be applied towards a lane change with 40 hours coming from college credits (courses). This guideline applies to CEU credits earned after July 1, 2024 and after the date of hire. Similar to procedures already in place for re-licensure, CEU credits to be used toward lane changes also need to be approved by the CEU committee and the MVED Director.

SUBD. 7. Salary Payments: The salary shall be paid in twenty-four (24) equal installments on the 15th of each month or the banking day prior to the 15th and on the last banking day of the month. Any change in the payment schedule by an employee shall be made in writing on July 1 of the year prior to the requested change. MVED shall establish and facilitate a direct deposit of bimonthly salary payments for all employees beginning September 1, 1994 and thereafter. MVED shall establish and facilitate a flex-plan program for all employees. The option shall be contingent upon the qualification criteria to be determined by the vendor.

SUBD. 8. Career Increments: After five (5) years of employment as a teacher at MVED and upon completing one year on the highest step of the salary schedule a teacher will be eligible for career increments based on their total number of years of credible work experience relevant to a position held at MVED. This experience will be validated and agreed upon by the Director at the time of hiring. A career increment of six hundred fifty six dollars (\$656) is added to the salary schedule for teachers at the career increment level one (1) for career increment years one through five (1-5). A career increment of nine hundred nineteen dollars (\$919) is added to the salary schedule for teachers at the career increment level two (2) for career increment years six through ten (6-10). A career increment of one thousand one hundred eighty one dollars (\$1,181) is added to the salary schedule for teachers at the career increment level three (3) for career increment years eleven through fifteen (11-15). A career increment of one thousand four hundred forty four (\$1,444) is added to the salary schedule for teachers at the career increment level four (4) for career increment years sixteen (16) and beyond. Such career increments are cumulative.

SUBD. 9. Teachers who are retiring may elect to receive their last year's salary in eighteen (18) installments, provided their resignation for retirement is received prior to June 2 in the school year preceding their last year of service.

SUBD. 10. Deductions: All deductions for partial absences will be made on the basis of a half day or a full day.

SUBD. 11. National Certification: A teacher who holds a valid certificate issued by the National Board of Professional Teaching Standards (NBPTS), an American Speech-Language Hearing Association (ASHA) Certificate of Clinical Competency, a certificate as a Nationally Certified School Psychologist (NCSP), American Board of Physical Therapy Specialties (ABPTS), National Board for Certification in Occupational Therapy (NBCOT), Licensed Independent Clinical Social Worker (LICSW), or a comparable national certification germane to the job assignment and approved by the Director, shall be paid \$2,000 annually for the life of the certificate. The payment shall be in addition to any amount prescribed in the salary schedule.

Certification	Effective Date
National Board of Professional Teacher Standards	July 1, 2007
ASHA Certificate of Clinical Competence	July 1, 2007
National Certified School Psychologist	July 1, 2007
Licensed Independent Clinical Social Worker	July 1, 2019
American Board of Physical Therapy Specialties	July 1, 2019
National Board for Certification of Occupational Therapy	July 1, 2019

SECTION 4. Extended Employment: MVED shall determine the hours, duties, and the length of extended employment and the teacher to perform the services. If the teacher agrees to provide the service, compensation shall be a prorated amount (on the basis of one hundred eighty-four (184) days a year) of the daily basic contract salary of the preceding year, with payment commencing on the fifteenth day of the month following the first day of service and continuing bimonthly thereafter.

SECTION 5. Long-Term Substitute Teachers: Teachers who substitute for regular classroom teachers for a period of thirty (30) consecutive days or longer, shall be placed on the salary schedule, retroactively, at the beginning step of the appropriate lane.

ARTICLE 33 – THIRD PARTY BILLERS

An employee who holds a valid license issued by their respective certifying association and who bills Minnesota Health Care Programs (MHCP) shall be reimbursed for the full cost of their professional license fees up to \$250 per year. The reimbursement shall be in addition to any amount prescribed in the salary schedule.

ARTICLE 34 – JOB SECURITY

MVED agrees that the intent of any agreement it enters into with another school district is to advance opportunities for students of MVED and not to reduce the staff of MVED. The school district agrees that if MVED enters into any agreement with another district, which requires a combined seniority list, it will first reopen the contract for the purpose of negotiating common unrequested leave language.

ARTICLE 35 – NEGOTIATIONS AND PUBLICATION OF CONTRACT

SECTION 1. Between sixty (60) and ninety (90) days prior to the expiration of this contract, the Board and Association shall initiate negotiations for the purpose of entering into a successor agreement for the succeeding two (2) year period, except that if the Association is not then the exclusive bargaining agent of the teacher of MVED, then, in the absence of a lawful order to the contrary, negotiations shall thereupon be undertaken between the Board and the duly authorized exclusive bargaining agent.

SECTION 2. By mutual agreement, release time shall be provided to the Association's negotiating committee to permit MVED and Association representatives to meet both during and after regular school hours for the purpose of reaching a successor contract. It is further agreed that if an official mediator or arbitrator requires a meeting during school hours, release time will be provided to teacher representatives without loss of salaries, provided, however, that the teacher's representatives shall be limited to five (5).

SECTION 3. After a joint reading of the new contract containing amendments and revisions, the parties shall sign the contract. There shall be four (4) signed copies of the final contract for the purpose of record—one (1) retained by MVED, one (1) by the Director, and two (2) by the Association. The Association shall assume the responsibility of providing a copy of the Master Contract to members of the bargaining unit. The distribution of the contracts by MVED and the Association shall occur no later than forty-five (45) days after review, adoption, and signing. MVED shall provide a copy of the Master Contract to each teacher newly hired in MVED.

ARTICLE 36 – DURATION

SECTION 1. This contract shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2025. If a new and substitute contract has not been duly entered into prior to July 1, 2025, the terms of this contract shall continue in full force and effect until such new contract is adopted, which shall then be fully retroactive to July 1, 2025.

SECTION 2. Effect: This Master Contract constitutes the full and complete Master Contract between MVED and the exclusive representative representing the teachers of MVED. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, MVED policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Master Contract, shall be open for negotiation during the term of this Master Contract, except by mutual agreement.

SECTION 4. Conformity of Law: If any provision of this contract or any application of the contract 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.

SECTION 5. Severability: The provisions of this Master Contract shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Contract or the application of any provision thereof

MINNESOTA VALLEY EDUCATION DISTRICT													
Salary Schedule FY2023-2024													
YEAR	STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PhD	
1	1	43,881	44,547	45,129	45,775	46,310	46,848	47,253	48,291	49,510	50,890	53,394	
2	2	44,885	45,526	46,109	46,789	47,233	47,797	48,092	49,102	50,596	52,110	54,823	
3	3	45,943	46,580	47,170	47,886	48,318	48,881	49,177	50,223	51,814	53,397	56,350	
4	4	47,129	47,733	48,316	49,032	49,469	50,167	50,642	51,494	53,168	54,747	57,907	
5	5	48,450	48,963	49,541	50,262	50,722	51,523	52,129	52,987	54,794	56,376	59,498	
6	6	49,768	50,317	50,898	51,616	52,079	52,880	54,162	54,745	56,553	58,135	61,123	
7	7	51,092	51,667	52,251	53,051	53,840	54,772	56,261	56,913	58,569	60,031	62,885	
8	8		53,015	53,674	54,488	55,600	56,806	58,454	59,488	60,778	62,065	64,783	
9	9		54,376	55,100	56,283	57,575	58,972	60,732	62,468	63,490	64,230	66,744	
10	10		56,745	57,612	59,231	60,612	61,957	63,543	65,856	66,606	67,347	69,252	
11	11		59,329	60,236	61,931	63,373	64,777	66,438	68,852	69,639	70,108	72,354	
12-13	12		61,326	62,260	64,014	65,502	66,953	68,668	71,166	71,847	72,782	74,745	
14	13		62,988	63,951	65,748	67,280	68,771	70,531	73,098	73,799	74,755	76,742	
15-16	14		64,705	65,689	67,540	69,112	70,644	72,453	75,090	75,808	76,791	78,803	

MINNESOTA VALLEY EDUCATION DISTRICT													
Salary Schedule FY2024-2025													
YEAR	STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PhD	
1	1	45,636	46,329	46,934	47,606	48,162	48,722	49,143	50,223	51,490	52,926	55,530	
2	2	46,680	47,347	47,953	48,661	49,122	49,709	50,016	51,066	52,620	54,194	57,016	
3	3	47,781	48,443	49,057	49,801	50,251	50,836	51,144	52,232	53,887	55,533	58,604	
4	4	49,014	49,642	50,249	50,993	51,448	52,174	52,668	53,554	55,295	56,937	60,223	
5	5	50,388	50,922	51,523	52,272	52,751	53,584	54,214	55,106	56,986	58,631	61,878	
6	6	51,759	52,330	52,934	53,681	54,162	54,995	56,328	56,935	58,815	60,460	63,568	
7	7	53,136	53,734	54,341	55,173	55,994	56,963	58,511	59,190	60,912	62,432	65,400	
8	8		55,136	55,821	56,668	57,824	59,078	60,792	61,868	63,209	64,548	67,374	
9	9		56,551	57,304	58,534	59,878	61,331	63,161	64,967	66,030	66,799	69,414	
10	10		59,015	59,916	61,600	63,036	64,435	66,085	68,490	69,270	70,041	72,022	
11	11		61,702	62,645	64,408	65,908	67,368	69,096	71,606	72,425	72,912	75,248	
12	12		63,779	64,750	66,575	68,122	69,631	71,415	74,013	74,721	75,693	77,735	
13-14	13		65,508	66,509	68,378	69,971	71,522	73,352	76,022	76,751	77,745	79,812	
15	14		67,293	68,317	70,242	71,876	73,470	75,351	78,094	78,840	79,863	81,955	

CAREER INCREMENT SCHEDULE			
After five (5) years of employment as a teacher at MVED and upon completing one year on the highest step of the salary schedule a teacher will be eligible for the following career increments based on their total number of years of credible work experience relevant to a position held at MVED.			
CI #1	Career increment years 1, 2, 3, 4, 5		\$656
CI #2	Career increment years 6, 7, 8, 9, 10	\$656 + \$919	\$1,575
CI #3	Career increment years 11, 12, 13, 14, 15	\$656 + \$919 + \$1,181	\$2,756
CI #4	Career increment years 16+	\$656 + \$919 + \$1,181 + \$1,444	\$4,200

IN TESTIMONY WHEREOF, the parties have executed this Master Contract:

MINNESOTA VALLEY EDUCATION DISTRICT


TEACHERS' ASSOCIATION

BY: 
President

Date: 2.16.2024

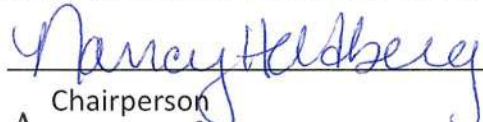
BY: 
Secretary

Date: 2-16-24

BY: 
Association Negotiator

Date: 2-15-24

MINNESOTA VALLEY EDUCATION DISTRICT

BY: 
Chairperson

Date: 2-13-24

BY: 
Clerk

Date: 2-13-2024