

MASTER AGREEMENT
BETWEEN THE
WEST CENTRAL EDUCATION DISTRICT, #6026
AND
THE WEST CENTRAL EDUCATION DISTRICT
EDUCATIONAL ASSOCIATION, #7399

July 1, 2021-June 30, 2023

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AGREEMENT

ARTICLE I: PURPOSE

Section 1. Parties. THIS AGREEMENT, entered into between the West Central Education District, No. 6026, hereinafter referred to as the Education District, and the West Central Education District Educational Association, Local 7399, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, (hereinafter referred to as “PELRA”) to provide the terms and conditions for teachers during the term of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with PELRA, the Education District recognizes the West Central Education District Educational Association as the Exclusive Representative of teachers employed by the Education District which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all the teachers of the Education District as defined in this Agreement and PELRA.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment. The term “terms and conditions of employment” means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer’s personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a District. Terms and conditions of employment are subject to the provisions of PELRA.

Section 2. Teacher. The term “teacher” shall mean all persons in the appropriate unit employed by the Education District in a position for which the person must be licensed by PELSB, or in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; but shall not include superintendent, assistant superintendent, principals, assistant principals and activities director who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. Education District. For purposes of administering this Agreement, the term, "Education District," shall mean the Education District Board or its designated representative(s).

Section 4. Director. The word, "Director," shall mean the Education District Director who is the lead administrative officer of the Education District. Director shall be understood to include the Director's designee.

Section 5. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV: EDUCATION DISTRICT RIGHTS

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

Section 2. Management Responsibilities. The Exclusive Representative recognizes the right and obligation of the Governing Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the Education District.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by Governing Board rules, regulations, directives and orders, issued by properly designated officials of the Education District. The Exclusive Representative also recognizes the right, obligation and duty of the Governing Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Governing Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Governing Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of PELSB, and valid rules, regulations and orders of State and Federal governmental agencies.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of Governing Board rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial rights and managerial functions not specifically included in this Agreement are reserved to the Governing Board.

ARTICLE V: TEACHER RIGHTS AND RESPONSIBILITIES

Section 1. Right to Views. Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or the teacher's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative if there be one.

Section 2. Right to Join. Pursuant to PELRA, 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.

Section 3. Request for Dues Check-off.

Subd. 1. Pursuant to PELRA, the Exclusive Representative shall be allowed dues checkoff. Any member of the bargaining unit may authorize the Education District to deduct from their pay the amount of dues charged by the Exclusive Representative. Such authorization must be in writing, submitted to the Exclusive Representative designee, and forwarded to the Education District's Payroll Designee not less than two (2) weeks before the payday when it is to become effective.

Subd. 2. For a teacher who has provided authorization to deduct dues, the Education District will deduct one-sixteenth (1/16) of the dues charged by the Exclusive Representative from the regular paycheck of the bargaining unit member for each pay period for 16 consecutive pay periods. The deductions will begin the first pay period on or after October 15. For teachers who begin after the commencement of a school year, the Education District will deduct dues from the regular paycheck in equal installments for each pay period between the bargaining unit member's first pay date and May 30.

Subd. 3. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year. A member seeking cancellation must provide written notice to the Union President, in accordance with Exclusive Representative procedures.

Subd. 4. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the Education District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 4. Access to Worksites (Exclusive of Member District Sites). Representatives of the Exclusive Representative shall have reasonable access to worksites fully managed by the Education District to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Exclusive Representatives shall make their presence known to the worksite supervisor or their designee. Such visits shall not take place during a teacher's regular workday, except for the teacher's duty-free lunch or during approved time off.

Section 5. Access to Membership Lists. By October 1 of each school year, the Education District shall provide to the Exclusive Representative the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed.

Section 6. Arbitration Time. When arbitration meetings are set during the union representatives work hours, the grievant and one additional representative shall be allowed to attend such meetings without having pay reduced for any work time missed.

Section 7. Vacancies. When vacancies occur, including leave of absence assignments, the position shall be emailed to teachers on or before the date it is posted externally. To apply for a vacant position in the Education District that requires the same licensure as the teacher's current position, a teacher need only indicate their interest in the vacancy via email. A teacher may request a transfer to a different work location when a teacher working in the same position as the requesting teacher transfers to a different position or leaves the Education District.

Section 8. Personnel Files. Pursuant to Minnesota Statutes Section 122A.40, all Education District evaluations and files relating to an individual teacher shall be available during regular school hours to the particular teacher upon the teacher's written request. The teacher shall have the right to reproduce any of the contents of their files and to

submit for inclusion in the file written information in response to any material contained therein. However, the Education District may destroy such files, as provided by law.

Documents of anonymous origin relating to a teacher's performance shall not be placed in the file, unless permitted or required by law.

Before discipline documents are placed in a teacher's file, a meeting will be held with the teacher to review the document(s). Prior discipline may be used against a teacher for purposes of further progressive discipline only if prior discipline is documented and maintained in the teacher's personnel file.

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation.

Subd. 1. 2021 - 2022 Rates of Pay. The salaries reflected in Schedule A shall be effective for the 2021 – 2022 school year subject to the provisions of Section 2. below.

Subd. 2. 2022 - 2023 Rates of Pay. The salaries reflected in Schedule B shall be effective for the 2022 – 2023 school year subject to the provisions of Section 2 below.

Section 2. Salary Schedules.

Subd. 1. Status of Salary Schedule. The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated according to the current rate until a successor Agreement is fully ratified.

Subd. 2. Withholding of Salary Increase. An individual teacher's salary advancement is subject to the right of the School Board to withhold increments, lane changes, or other salary increases as it determines appropriate.

Section 3. Placement on Salary Schedule. The following rules shall be applicable in determining placement of a certified staff member on the salary schedule:

Subd. 1. Application. Salary schedule placement will be modified to reflect a salary lane advancement twice every year. A teacher must submit a complete Lane Change Request and unofficial transcript prior to September 1 or February 1. A request received by September 1 will be effective for the mid-September payroll

and a request received by February 1 will be effective for the mid-February payroll. An official transcript of credits must be submitted within fifteen days of such request. A teacher may only move one lane increment per school year, except upon obtaining a masters degree, in which case they may advance from their current lane to the first lane reflecting a masters degree.

Subd. 2. Requirements for Credits.

- A. Germane.** Credits to be considered for application on any lane of the salary schedule must be directly related to the certified staff member's field of employment, related to education or be:

 - Required by PELSB;
 - Required by the Minnesota Legislature;
 - or
 - Part of a graduate degree or postgraduate program with a major in the certified staff member's field of employment.
- B. Satisfactory Completion.** A grade of C or lower will not be counted toward lane advancement. All credits taken for lane advancement must receive a "letter" grade.
- C. Prior Approval.** All courses for credit to be applied toward lane advancement must be approved by the Director in writing prior to the teacher taking the course.
- D. Credit.** Credits on the salary schedule are semester hour credits.

Subd. 3. New Hires. A newly hired teacher shall be placed on such step and lane of the salary schedule as agreed between the Education District and the teacher.

Subd. 4. Step Advancement. To qualify for a salary step advancement, a teacher must be on paid status for a minimum of eighty-five percent (85%) of the hours in their annual assignment for the previous school year, unless the teacher is on military leave as provided by law in the previous school year.

Section 4. Longevity Pay. Staff who have completed the following full years of service in the Education District shall receive payment as detailed in this Section. Payment will be made as a lump sum with the June 15th payroll starting at the end of the teacher's 14th year. If a teacher leaves prior to the end of a full year, the teacher is not eligible for this payment, unless the teacher is retiring pursuant to Article XV, in which case they will receive a pro-rated amount based on the portion of the year worked.

Years 14-20 \$500

Years 21-25 \$750
Years 26-30 \$1,250
Years 31+ \$2,250

Section 5. Advanced Certifications.

Subd. 1. Eligibility. Teachers who hold one of the following advanced certifications or licenses shall be eligible for compensation pursuant to this section: National Board for Professional Teaching Standards (NBPTS) Certification (Accomplished Teaching); Certificate of Clinical Competence (CCC) - American Speech-Language-Hearing Association (ASHA) Certification; Nationally Certified School Psychologist (NCSP) Certification; Certified Orientations and Mobility Specialist (COMS); Licensed Independent Clinical Social Worker (LICSW); or Licensed Independent Social Worker (LISW).

Subd. 2. Payment. Teachers eligible pursuant to Subdivision 1 who complete the procedure in Subdivision 3 will receive additional compensation in the amount of five-hundred dollars (\$500) for each full calendar year such certification is in effect. Teachers holding more than one identified certification shall be entitled to total compensation in this Section of five-hundred dollars (\$500) per year.

Subd. 3. Procedure. Teachers eligible for additional compensation under this Section shall provide written documentation of their eligibility to the Director or Director's designee on or before June 1. Payment of additional compensation will be included in the second paycheck in June. This Section is in effect beginning in the 2022-2023 school year.

Section 6. Miscellaneous Provisions.

Subd. 1. Issuing of Contracts. Licensed teacher contracts shall be issued in accordance with applicable law and shall be terminated in accordance with such law.

Subd. 2. Release from a Contract. The Education District has no obligation to grant release of a licensed teacher from their contract, except as may be required by applicable Minnesota Statutes.

Subd. 3. Payment of Salary. Salary shall be paid in twenty-four (24) equal installments deposited directly into the teacher's individual bank account(s). When possible and not in conflict with other sections of this Agreement, any salary deductions authorized by individual teachers will be deducted from pay in 24 equal installments. The Education District will submit electronic payments in such

time that, under normal conditions, paychecks will be received on the last regular workday on or before the 15th and last day of each month.

Subd. 4. Pay Deduction. Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence. Pay deductions for less than a day will be at the hourly rate of pay, based on the hours absent.

Subd. 5. Substitute Teachers. The compensation and fringe benefits package for substitute teachers shall be determined according to Education District policy. If a part-time teacher substitute teaches outside of their normal work hours, the teacher will be paid at their hourly rate of pay. If a retired employee substitutes, they will be paid at the current rate of pay at the lane and step they were assigned immediately prior to their retirement.

Subd. 6. Retirement Fund. All teachers shall belong to the Teachers Retirement Association (TRA) in accordance with Minnesota Statutes and TRA determination of eligibility. If a teacher is not eligible for participation in TRA, they shall belong to an appropriate public employee retirement program as required by applicable law and program regulations. Deductions each pay period shall be made from the teacher's salary in accordance with amounts specified by applicable laws and regulations.

ARTICLE VII: LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Earning. At the beginning of each work year each teacher assigned to work 1,365 hours per year or more shall be credited with 112.5 hours of sick leave. Each teacher assigned to work less than 1,365 hours per year shall be credited with a number of sick leave hours proportional to their assignment. In the event a teacher does not complete the year, they shall pay back an amount equal to 12.45 hours for each month not employed, unless the teacher has not used more than the earned allotment or has sufficient accumulated leave to cover their used sick leave. The daily rate will be determined by dividing the teacher's base pay by their annual total hours. Teachers who are assigned to work fewer than 1,365 hours per year shall pay back a pro-rated amount of sick leave.

Subd. 2. Accumulation. The unused portion of sick leave allowance shall accumulate from year to year to a maximum of 862.50 hours.

Subd. 3. Usage. Sick leave pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability that prevented the teacher's attendance at school and performance of duties on that day or days.

Additionally, a teacher may use their accumulated sick leave for family members, pursuant to Minnesota Statutes Section 181.9413, for no more than 160 hours in any twelve-month period.

Subd. 4. Approval. Sick leave pay may be approved only upon the teacher's submission of a request using the Education District's electronic form. Leave must be taken in a minimum of 30-minute increments.

Subd. 5. Deduction. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the teacher.

Section 2. Workers' Compensation. Pursuant to Minnesota Statutes Chapter 176, a teacher injured on the job in the service of the Education District and who collects workers' compensation insurance may draw sick leave and receive full salary from the Education District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. Any compensation the teacher receives as income directly from the workers' compensation provider shall be remitted to the Education District.

Section 3. Temporary Leaves of Absence. Teachers assigned to work 1,365 hours per year or more will be entitled to the following leaves of absence with pay each work year. Teachers assigned to work less than 1,365 hours per year shall be entitled to the following leaves of absence with pay each work year with leave earned at a proportional rate to their hours of assignment.

Subd. 1. Personal Leave.

- A. At the beginning of each work year, each teacher will be credited with fifteen (15.0) hours personal leave, or a pro-rated portion thereof. At the beginning of the teacher's tenth year of continual employment with the Education District and each subsequent year, the teacher will be credited a total of 22.5 hours of personal leave.
- B. Personal leave may be carried over from year to year, but a teacher may accumulate no more than 37.5 hours total, or the equivalent of five workdays for a teacher assigned to work fewer than 37.5 hours per week. In unusual circumstances, the Director may approve that a teacher be paid out up to 15 hours of personal leave at the rate of \$30.00 per hour. Unusual circumstances include only situations in which the teacher has worked with their supervisor to find opportunities to use personal leave, but the needs of the Education District make it impracticable for the teacher to use existing personal

leave in excess of 37.5 hours prior to the end of the current school year.

- C. A teacher must make a request to use such leave using the Education District's electronic form at least three working days before taking the intended leave. If the nature of the request prevents the teacher from making such a request three working days in advance, the teacher must make the request as soon as practicable once the teacher learns of the need for personal leave. The Director may consider additional leave under this provision in the event of unusual circumstances.
- D. The Director shall have discretion to limit the number of teachers on personal leave on a particular day in order to ensure adequate staffing levels for the Education District.
- E. Personal leave must be taken in a minimum of 30-minute increments.

Subd. 2. Bereavement Leave. With the written approval of the Director, a teacher may use up to 37.5 hours, or the pro-rated equivalent of five workdays, of sick leave for a death in the teacher's immediate family. "Immediate family" is defined as those individuals identified in Minnesota Statutes Section 181.9413(a). A teacher may use up to 22.5 hours, or the pro-rated equivalent of three workdays, of sick leave for a death of a friend or other relative, not listed above.

Subd. 3. Jury Service. Any teacher who is called to serve jury duty shall be granted leave with pay for each day of required jury duty service. The teacher shall notify the Education District of dates of expected absence as soon as practicable following notice of jury duty. Any compensation the teacher receives for jury service shall be remitted to the Education District; such compensation shall not include any transportation expenses or meal allowance.

Subd. 4. Discretionary Days. Discretionary days are a form of leave allocated to teachers with a designated office location in one of the Education District's member districts in which the member district's teachers are required to work more than 182 days.

- A. Teachers eligible for discretionary days will receive notice of eligibility and the number of discretionary days in the annual Notice of Assignment.

- B. A teacher shall notify the Director in writing at least three working days in advance, or as approved by the Director, of their intent to use a discretionary day.
- C. The Director shall have discretion to grant or deny any discretionary leave.
- D. Discretionary days must be used in a minimum of thirty-minute increments.
- E. Discretionary days do not accumulate. A teacher forfeits any discretionary days not used within the school year.

Section 4. Extended Leaves of Absence.

Subd. 1. Federal and State Laws. In addition to the leaves identified in this Section, teachers may be eligible for leave pursuant to the Family and Medical Leave Act ("FMLA") and Minnesota Pregnancy and Parental Leave Act ("PPLA"). Where applicable and permitted by law, unpaid leave pursuant to the FMLA and PPLA shall be deemed to run concurrently with any paid or unpaid leave provided by the Education District.

Subd. 2. Parental Leave for Birthing Parent.

- A. A teacher who has given birth shall be eligible to use accrued sick leave for up to thirty (30) contracted work days beginning with the date of delivery, unless the teacher provides the Director with written documentation from the teacher's licensed medical provider that the teacher will experience a longer period of disability, in which case the teacher will be eligible to use accrued sick leave through the conclusion of the disability period. Accrued sick leave may also be used by a pregnant teacher prior to delivery if the teacher provides written documentation from a licensed medical provider that the teacher is unable to perform their job duties as a result of pregnancy or pregnancy-related conditions.
- B. A teacher intending to take parental leave for the birth of a child shall notify the Director of the pregnancy, expected date of delivery, and intended dates of leave no less than three (3) months prior to the expected date of delivery. The proposed beginning or ending dates of the parental leave may be adjusted by the Education District so that the dates of the leave coincide with some natural break in the work

year, such as a holiday break or the commencement or conclusion of a term.

Subd. 3. Parental Leave for Non-Birthing Parent. A teacher whose spouse or partner has given birth to a child may use up to the hourly equivalent of ten (10) days of accrued sick leave within six (6) months following the birth of a child. The teacher shall notify the Director of the intent to use parental leave and expected dates of leave no less than six (6) weeks prior to commencing leave. The proposed beginning or ending dates of the parental leave may be adjusted by the Education District so that the dates of the leave coincide with some natural break in the work year, such as a holiday break or the commencement or conclusion of a term.

Subd. 4. Adoption Leave. A teacher may use up to the hourly equivalent of thirty (30) days of accumulated sick leave in connection with the adoption of one or more children, provided the leave is used preceding and/or immediately following the placement of the children. The teacher may only use the hourly equivalent of five (5) days of their accumulated sick leave prior to the placement of the children. The teacher will be required to provide official documentation of pre-adoptive meetings from the appropriate agency or organization. If both parents are employed by the Education District, they may use a combined total up to thirty (30) days of sick leave in connection with the adoption of one or more children. The teacher shall notify the Director of the intent to use adoption leave and the expected dates of leave no less than six (6) weeks prior to commencing leave, unless the circumstances of the adoption do not allow the teacher to provide such notice, in which case the teacher shall notify the Director as soon as practicable once the need for such leave is known. The proposed beginning or ending dates of the adoption leave may be adjusted by the Education District so that the dates of the leave coincide with some natural break in the work year, such as a holiday break or the commencement or conclusion of a term.

Subd. 5. Other Long-Term Leave. The Education District may approve other long-term leaves of absence based upon individual circumstances.

Section 5. Effect of Extended Leaves of Absence.

Subd. 1. Seniority. Upon return from an extended leave of absence, the teacher shall retain all previous experience credit and any unused leave time accumulated at the commencement of the beginning of the leave. An extended leave of absence for one year or less shall not be deemed an interruption in the teacher's continuous years of service.

Subd. 2. Placement. The teacher shall be reemployed in a position for which they are qualified. The position will be commensurate with the position occupied prior

to the leave, provided said position is still in existence and not held by someone with greater seniority, subject to the following conditions:

- A. That the teacher has not been placed on unrequested leave.
- B. That the teacher is able to perform the essential duties of the position.
- C. That the teacher returns on the date designated on the request for leave and approved by the Education District.

Subd. 3. Requests in Writing. All requests for extended leaves of absence shall be in writing in the form designated by the Education District. The Education District will notify teachers in writing of the decision to grant or deny a requested leave.

Subd. 4. Pay or Benefits. A teacher on an extended leave of absence due to the teacher's illness may continue to participate in group insurance programs if permitted under the insurance policy and receive Education District premium contributions for health insurance for up to one calendar year. A teacher on an extended leave of absence for any other reason may continue to participate in group insurance programs if permitted under the insurance policy at the teacher's sole expense. Unless specifically referenced elsewhere in this Article, all extended leaves of absence will be without pay or benefits.

Subd. 5. Failure to Return. A teacher must return to work on the date the Education District has approved for return in writing. Failure to return will subject the teacher to immediate termination consistent with applicable Minnesota Statutes. A teacher who receives Education District contributions to health insurance pursuant to Subdivision 4 must reimburse the Education District the cost of such contributions if, within two years after the final Education District contribution, the teacher works in a comparable position for an employer other than the Education District.

ARTICLE VIII: GRIEVANCE PROCEDURE

Section 1. General Provisions for Grievances.

Subd. 1. Definitions. For the purpose of this Article, the following terms are defined as follows"

A. Grievance. A grievance shall mean a written allegation by the Exclusive Representative that they have been injured as a result of a dispute or

disagreement between the grievant and the Education District as to the interpretation or application of specific terms and conditions contained in the Agreement.

B. Days. Any reference to the word “days” regarding time periods in this procedure shall mean Monday-Friday, except for state-recognized holidays.

C. Supervising Administrator. A teacher’s “supervising administrator” is the Education District employee to whom they report. It does not include an employee of a member district.

Subd. 2. Representative. The parties may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf.

Subd. 3. Extension of Time. Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 4. Computation of Time. In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default for which the 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 state-recognized holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a state-recognized holiday.

Subd. 5. Filing and Postmark. The filing or service of any notice or document required by this procedure shall be timely if it is postmarked by the United States Postal Service within the time period, if the document is hand-delivered directly to the representative of the Education District or Exclusive Representative during the time period, or the document is provided via e-mail to an Education District representative or Exclusive Representative e-mail address within the time period.

Subd. 6. Waiver of Steps. Provided both parties agree in writing, any level of the grievance procedure may be bypassed and the grievance brought directly to the next level.

Subd. 7. Time Limitation and Waiver. A grievance shall not be valid for consideration unless the grievance is submitted in writing to the supervising administrator, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the first event giving rise to the grievance occurred. (See Appendix 1: Grievance Form). Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a

grievance from one level to another within the time periods provided in this Agreement shall constitute a waiver of the grievance. Prior to initiating the formal grievance process, the Exclusive Representative must contact the Education District to adjust an alleged grievance informally.

Section 2. Adjustment of Grievance. The parties shall attempt to adjust all grievances in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the supervising administrator or designee shall give a written decision on the grievance to the Exclusive Representative within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If the administrator is the Director, the Exclusive Representative may file the grievance beginning at Level II. If a grievance is properly appealed to the Director, the Director shall set a time to meet within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director shall issue a decision in writing to the Exclusive Representative.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Education District Board in writing within ten (10) days after receipt of the decision in Level II. If a grievance is appealed to the Board, the Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. The Board shall issue its decision in writing to the Exclusive Representative within twenty (20) days after the hearing. At the option of the Board, a committee or representative(s) of the Board may be designated to hear the appeal at this level and report the findings and recommendations to the Board. The Board shall then render its decision.

Subd. 4. Denial of Grievance. Failure by the Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 3. Arbitration Procedures. In the event that the Exclusive Representative disagrees with the decision of the Board, the grievance may be submitted to arbitration as follows:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the President of the Exclusive Representative, or their designee,

and such request must be filed in the office of the Director within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, request the Bureau of Mediation Services provide the parties with a list of seven (7) arbitrators. Within ten (10) days after receipt of the list of arbitrators, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The Exclusive Representative shall strike the first name.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator selected through the procedure in Subdivision 3, and both parties may be represented by such person(s) as they may choose, 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 issue before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo. The parties shall have the opportunity to submit post-hearing briefs to the arbitrator after the hearing.

Subd. 5. Decision. Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by law or rules. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. All witness testimony shall be under oath.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative(s), witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and be paid for by the requesting party unless the parties mutually agree to share the expense. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 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 contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted pursuant to the requirements of this Agreement; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the function and programs of the Education 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 their order, the arbitrator shall give due consideration to the statutory rights and obligations of the Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE IX: TRAVEL AND EXPENSE REIMBURSEMENT

Section 1. Itinerant teachers whose office location is at the WCED office will be reimbursed mileage in accordance with the following chart:

From	To	1 way	Round trip
WCED	Sauk Centre School	9	18
WCED	Melrose School	1	2
WCED	Albany HS/Elem	14	28
WCED	Avon Elem	20	40
WCED	Pville Elem	27	54
WCED	Pville HS	27	54
Melrose	Albany HS	11	22
Melrose	Avon Elem	19	38
Melrose	Paynesville	25	50
Albany HS	Avon	6	12
Albany HS	Paynesville	22	44
Avon El	Paynesville	25	50

B-3 will be reimbursed for actual miles driven between the WCED office and work locations.

The reimbursement shall be monthly at the current IRS rate.

Section 2. Local travel for teachers assigned to one work location. Teachers who are not itinerant teachers will be reimbursed at the then-applicable federal mileage rate for

actual miles driven when their job duties require them to work at the Education District Office or a member district location other than their principal office location. Requests for reimbursement must be submitted to the Education District monthly as directed by payroll.

Section 3. Travel outside Education District Service Area.

Subd. 1. Prior Approval Required. Travel outside of the boundaries of the Education District, but within the state, must be approved in writing and in advance by the Director. Requests for travel out of state must be made to the Director and approved in advance by the Education District Board. Such travel must be on behalf of the Education District and/or in connection with the teacher's employment.

Subd. 2. Expense Reimbursement. Teachers shall be reimbursed for lodging, airfare, and local transportation when such expenses are required by the nature of the travel and receive prior approval from the Education District Board. Itemized receipts must be turned in for reimbursement for each expense.

Subd. 3. Meals. Teachers will not be reimbursed for the cost of any meal included as part of the program or reason for travel, including meals provided by a conference. No alcohol will be reimbursed. Employees will receive a daily meal reimbursement of up to \$10 for breakfast, \$13 for lunch, and \$17 for dinner.

ARTICLE X: WORKDAYS AND HOURS OF SERVICE

Section 1. Schedules for Itinerant Teachers. Itinerant teachers regardless of assigned hours and birth-to-three staff working 1,425 hours over a 12 month period shall establish their schedules prior to the beginning of the regular work year. These schedules shall be approved by the Director and relevant member district administrator(s). On-going schedule changes must receive advance approval from the Director.

Section 2. Basic Work Day. At least annually the Director shall prescribe the workday for each teacher. The workday will consist of a 7.5 hour day, exclusive of lunch. The start and end times may vary depending upon the educational program served.

Section 3. Preparation Time.

Subd. 1. Amount of Time. All teachers assigned to work 1,365 hours per year or more shall have preparation time of 300 minutes per five-day week, to be scheduled with the program supervisor. Teachers assigned to work fewer than 1,365 hours per year shall have preparation time pro-rated based on the teacher's assignment.

Subd. 2. Scheduling of Preparation Time. While the Education District will make an effort to provide daily preparation time, preparation time may be averaged on a weekly basis. Such preparation time may be interrupted, modified, or rescheduled as necessary, to attend to duties assigned by the Director.

Subd. 3. Substitute Teaching During Preparation Time. If the Director requires a teacher to substitute teach during the teacher's preparation time, the Director will reschedule the teacher's preparation time in order to ensure the teacher has the appropriate total minutes per week. In the event the Director is unable to reschedule the preparation time and the substitute teaching results in a loss of preparation time, the teacher will be compensated at the rate of \$30/hour.

Subd. 4. Definition of Preparation Time. Preparation time is time during the teacher's regular workday in which the teacher is not assigned to teach or supervise students.

Section 4. Remote Work. Employees will be allowed to work from home at the discretion of the Director. Hours worked from home shall be communicated to the Director in the manner designated by the Education District. The decision to allow or disallow an individual teacher to work from home may not be challenged through the grievance process.

Section 5. Additional Work.

Subd. 1. Approval. The Director shall approve any time a teacher is required to work beyond their contract day in writing. Such time may include, but is not limited to, participating in mandatory meetings, parent conferences, I.E.P.-related meetings, or other required activities outside of the teacher's regular duty day.

Subd. 2. Pay. Teachers with approval to work additional time beyond their contract day will be paid at their hourly rate. Within three workdays of working the additional time, teachers shall submit the written approval of the additional time, the time worked, and a brief description of the duties performed during that time to the Education District's payroll designee for payment the following payroll period.

Subd. 3. Flexible Time. In lieu of the payment authorized in Subdivision 2, teachers may choose to utilize "flex" time by receiving paid time off in the equivalent amount of time that the teacher worked beyond contract time. Any paid time off based on flex time must be taken within fifteen school days of the date earned.

- A. Flex time requires mutual agreement between the teacher and the teacher's site supervisor.
- B. For the purpose of this Subdivision only, site supervisors are designated as follows:

Beacon and ALC Teachers: Beacon and ALC Principal
School Psychologists and Social Workers: Lead Administrator in the Building where the teacher's office is located
All other teachers: Special Education Coordinator for the Education District
- C. This subdivision shall only be in effect until the ratification of a subsequent contract.

Section 6. Coverage for Long Term Leaves of Absence. When a teacher and the Director agree, the teacher will perform additional duties to provide coverage for a teacher who is on a long-term leave of absence, activities, including legally required tasks, planning and presenting professional learning activities, facilitating data reviews, attending required MDE meetings, and completing required reports, shall be paid at the covering teacher's hourly rate. This compensation shall only be paid when it is agreed by the covering teacher and Director that the additional duties will cause the teacher to work beyond their scheduled day.

ARTICLE XI: UNREQUESTED LEAVE OF ABSENCE (ULA)

Section 1. Purpose. The purpose of this Article is to implement the provisions of Minnesota Statutes Section 122A.40, Subdivision 10, and shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Unrequested leave of absence (ULA). The Education District may place on ULA, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Subd. 1. Continuing contract teachers. A teacher who has acquired continuing

contract rights must not be placed on ULA while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as determined by the seniority list in Section 3.

Subd. 2. Notice to teachers. Following board action to discontinue positions and board action proposing placement of teachers on ULA, each individual teacher proposed for placement on ULA shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 business days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the board's proposed placement action.

Subd. 3. Right to a hearing and decision. If the teacher requests a hearing, they shall be entitled to a hearing to challenge the proposed placement pursuant to the hearing procedure in Minnesota Statutes Section 122A.40, subdivision 14, heard by an independent hearing officer, mutually agreed upon by the parties, hired by the Education District. The Board shall review and adopt or reject the decision of the independent hearing officer within ten (10) business days of receipt of the independent hearing officer's recommendation. Disputes regarding placement on ULA shall follow this hearing process and are not governed by the grievance procedure.

Subd. 4. Final board action. Final board action to place a teacher on ULA must take place prior to July 1. Final board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the board's adoption or rejection of the independent hearing officer's recommendation.

Subd. 5. Reinstatement.

A. Time Period. A teacher placed on ULA shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated to the same or more annual hours as they were assigned

immediately prior to placement on ULA, after which the right to reinstatement shall terminate.

B. Annual Notice. The teacher's right to reinstatement shall terminate if the teacher fails to file with the Director by April 1 of any year a written statement requesting reinstatement.

C. Available Positions. Teachers placed on ULA must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the Education District in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they held immediately prior to being placed on ULA.

Subd. 6. Vacancies and notification.

A. If a position becomes available for which a teacher on ULA is licensed, the Director shall mail notice to the teacher, who shall have ten (10) business days from the date of such notice to accept the re-employment. Failure to accept, in writing, within such ten (10)-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement.

B. No teacher shall be hired by the Education District while any qualified teacher is on ULA in that field of licensure unless the teacher fails to advise the Director of their desire to accept the position consistent with Paragraph A of this subdivision.

C. The Education District will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on ULA unless the teacher fails to advise the Director of their desire to accept the position consistent with Paragraph A of this subdivision.

D. When placed on ULA, a teacher must file with the Director their name, email address, and mailing address to which any notice of

reinstatement or availability of position shall be sent. The Director shall provide any such notices via e-mail and U.S. Mail to the last address provided by the teacher. A teacher placed on ULA shall be responsible for providing notice of address change to the Director. If notice has been e-mailed and mailed as required in this paragraph, failure of such notice to reach the teacher shall not be the responsibility of the Education District.

Subd. 7. Seniority. Seniority for purposes of ULA means initial date of service with the Education District in a position requiring a license.

In the case of equal seniority, the following steps will be followed in order until the tie is broken.

Step A. Years of continuous service as teacher in Education District

Step B. PELSB Number (lowest)/MDH Number

Subd. 8. Realignment. For purposes of placement on ULA or reinstatement from ULA, nothing in this Article shall require the Education District to reassign a senior teacher to a different position to accommodate the seniority claims of a junior teacher.

Subd. 9. Benefits while on leave. Teachers placed on ULA shall remain eligible for participation in the Education District's group insurance programs at their own expense for the duration of their reinstatement period, if permitted by the terms of the insurance contract and the teacher is not otherwise eligible for comparable group insurance through other employment.

Subd. 10. Employment rights during leave. A teacher placed on ULA may engage in teaching or any other occupation during the period of this leave.

Subd. 11. Continuing contract rights and service credits. The ULA must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service.

Subd. 12. Unemployment benefits while on ULA. Nothing in this subdivision shall be construed to impair the rights of teachers placed on ULA to receive unemployment benefits if otherwise eligible.

Subd. 13. Terminations. If the Education District wishes to non-renew, terminate, or discharge a teacher on ULA, the requirements of Minnesota Statutes Section 122A.40 govern.

Section 3. Filing Licenses or Certifications and Preparation of Seniority Lists.

Subd. 1. Filing of licenses/certifications. In any year in which the Education District is placing teachers on unrequested leave of absence, only those certifications or teaching licenses actually received by the Director's office as of January 1 of that year are considered for purposes of determining layoff within areas of certification or licensure. A certification or license filed after January 1 will be considered for purposes of recall, but not for layoff.

Subd. 2. Preparation and posting of seniority and licensure lists. By November 15 of each school year, the Education District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and certification or licensure area by tier. Any tie in seniority will be broken using the tie-breakers in Section 2, Subd. 7. The list will be emailed to all teachers.

Subd. 3. Request for change. Any teacher desiring to correct an error or omission with the seniority and licensure list shall have twenty (20) business days from the date the list was emailed to provide a written request for a change to the seniority and licensure list to the Director.

Subd. 4. Final list. Within ten business days after the request for change period has ended, the Education District will prepare and post a final seniority and licensure list. The list will be emailed to all teachers. The final seniority and licensure list shall be binding on the Education District and any teacher, subject to the grievance procedure only if a written request for change was submitted as required in Subdivision 3 or a change after emailing the list affected the teacher-grievant's rights. The list will be approved by the Board at the January Board meeting.

ARTICLE XII: PROFESSIONAL DEVELOPMENT

Section 1. Professional Organizations. Dues and memberships in professional organizations as well as professional journal subscriptions will be paid up to \$125.00 per work year for each teacher.

Section 2. Required Certifications. The Education District will pay for any national dues and/or certifications required for a teacher to provide services reimbursable through third-party billing, to the extent such requirements exceed the licensure and/or certification required to perform their duties as a teacher. Teachers are responsible for bringing such supporting language to the Director prior to approval.

Section 3. Professional Leave. Professional leave will be allowed at the sole discretion of the Director, subject to approval of the Education District Board. The Education District agrees to provide, upon application by the employee and prior approval by the Director, the reasonable and necessary funds for teachers who wish to attend approved professional conferences or visit other schools. The Director may limit the number of individual teachers permitted to attend an individual conference in order to limit the effect on the Education District's operations. No teacher will be permitted to take professional leave for more than two days per year without approval from the Director. Employees may be provided additional professional development leave at the discretion of the Director.

ARTICLE XIII: 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility for 403(b) Plan. A teacher assigned to work 1,365 hours per year or more shall be eligible to participate in a 403b matching program contribution plan pursuant to M.S. 356.24. A teacher assigned to work fewer than 1,365 hours per year shall be eligible to participate in a 403b matching program contribution plan on a pro rata basis based on the number of hours they are assigned divided by 1,365. The dollar amounts and provisions of Section 2 will become effective July 1, 2022.

Section 2. The Education District shall match eligible annual teacher contributions based on the number of full school years a teacher has been teaching in the Education District. Teachers starting on or before Sept 15 will be able to count that year as year 1. Matching contributions start at the beginning of the year a teacher obtains a continuing contract and are increased at the beginning of the 10th and 15th years.

Experience	WCED Maximum Contribution
Years Continuing Contract through 9	\$900
Years 10 through 14	\$1,700
Years 15 and beyond	\$2,500

Section 3. The total amount payable under Article 15 shall be reduced by the total Education District contributions made under this Section.

Section 4. Requirements for Participation in 403(b) Plan and Receipt of Matching Contribution. The following subdivisions shall be applicable to this section:

Subd. 1. To initially participate in a 403(b) plan and receive a matching contribution, a salary reduction authorization agreement must be complete and on file with payroll, prior to September 1st for a teacher to participate in the 403b matching contributions for the contract year. The salary reduction will continue until a Change in Reduction form is completed and on file with payroll. Any

subsequent changes must be completed prior to September 1st to be effective for that school year.

In order for the salary reduction form to be valid, the teacher must have opened an account with an Education District approved 403b vendor. A teacher's failure to open an account, or provide sufficient information required by the vendor to open an account, will void the obligation of the Education District to make a matching contribution in the affected year. A teacher hired by the Education District after August 15 will have 30 days from the hire date to open an account and complete the salary reduction authorization agreement, but would not be eligible for any match until they met the requirements in Section 2.

Subd. 2. A teacher may, through payroll deduction, as indicated on the salary reduction authorization agreement, contribute any dollar amount to their respective 403(b) account. It is the teacher's responsibility to comply with any contribution limits imposed by the vendor and applicable rules, regulations, and statutes.

Subd. 3. The Education District will make contributions to a teacher's individual 403(b) account on a bi-monthly basis to match the amount the teacher has designated to be withheld from their paycheck and directed to their individual 403(b) account. Once the Education District has contributed an amount equal to the annual maximum contribution, the Education District's contributions to the teacher's individual 403(b) account will stop until the following school year.

Subd. 4. Contributions authorized by the annual salary reduction authorization agreement shall be made over 24 pay periods.

Subd. 5. Participation in the benefits of this Article is limited only to teachers who select one of the following vendors:

- 403bASP (ASpire Financial)
- Ameriprise Financial Services, Inc.
- Equitable
- ESI/EFS
- Horace Mann
- Thrivent Financial for Lutherans
- American Funds

Subd. 6. Management of the portfolio of individual investments, including those funded by Education District contributions, shall be solely the responsibility of the teacher. The Education District is responsible only for making a contribution to the teacher's account and assumes no current or future liability for investment earnings or losses, which may accrue to these portfolios as a result of investment.

The Education District makes no representations regarding investment advice, legal consequences, or tax implications of the Education District contribution.

Subd. 7. The Education District will not make any contribution for a teacher on an unpaid leave of absence.

ARTICLE XIV: GROUP INSURANCE

Section 1. Health Insurance.

Subd. 1. Education District Contribution. For the 2022-2023 school year, the Education District will contribute \$10,860 annually (\$905.00 monthly) towards single or family Health Insurance coverage, for teachers assigned to work 1,365 hours per year or more. Teachers assigned to work fewer than 1,365 hours per year will receive a pro-rated contribution from the Education District, based on the number of hours the teacher is assigned to work divided by 1,365.

Subd. 2. Plan Options. The Education District will offer multiple health insurance plans, including at least one high deductible plan. If a teacher elects a high deductible plan, any amount from the Education District contribution remaining after health and dental premiums are paid will be deposited into the teacher's health savings account. To be eligible for a health savings account contribution, the teacher must be enrolled in a health insurance plan through the Education District. Any additional cost of the premiums above the Education District contribution shall be borne by the employee and paid by payroll deduction.

Subd. 3. Family Coverage when Both Spouses Employed by the Education District. In the event a teacher is married to another employee of the Education District, the Education District will apply the combined total Education District contribution to a family policy premium.

Section 2. Dental Insurance. The Education District will offer a dental insurance plan. Teachers electing to enroll in dental insurance may use the balance of the Employer Contribution in Section 1 to pay for all or a portion of dental insurance premiums. Any additional cost of dental insurance premiums shall be paid by the teacher through payroll deduction.

Section 3. Long Term Disability Insurance.

Subd. 1. Premium Payment. The Education District shall provide full payment of the premium for long-term disability insurance for each teacher who qualifies for and is enrolled in the Education District's long-term disability insurance program

at a benefit level equivalent to payment of 60% of the teacher's salary. Benefits shall be paid in accordance with the terms of the applicable insurance policy.

Subd. 2. Supplemental Payments. When the teacher becomes eligible for benefits under long term disability insurance the teacher may elect to also receive sick leave pay at the rate of 1/3 day's pay for every full day of absence up to the maximum accumulated sick leave. In no case shall the teacher receive more than 100 percent of the teacher's total daily rate of pay (disability coverage plus sick leave benefit).

Section 4. Term Life Insurance. The Education District will pay in full the premium for a term life insurance policy in the amount of \$50,000 for each teacher employed by the Education District who qualifies for and is enrolled in the Education District's life insurance program. Employees must be employed for at least 20 hours a week to be eligible.

Section 5. Additional Insurance Provisions.

Subd. 1. Selection. The selection of the insurance carrier and policy shall be made by the Education District Board in consultation with the Exclusive Representative.

Subd. 2. Fees. The Education District will pay all administrative fees associated with the plans.

Subd. 3. Claims Against the Education District. It is understood that the Education District's obligation is to purchase an insurance policy and pay such amount as agreed to herein and no claim will be made against the Education District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE XV: RETIREMENT

Section 1. Eligibility. Teachers assigned to work 1,365 hours per year or more who have completed at least fifteen (15) years of service for the Education District and are eligible to receive retirement benefits from the Teachers Retirement Association or Public Employee Retirement Association are eligible for retirement compensation pursuant to the terms of this Article. To be eligible, a teacher must submit written notice of their intended retirement to the Director prior to March 1 for retirement effective August 31 of that calendar year. A teacher discharged by the Education District is not eligible for retirement compensation.

For only those teachers with a start date of July 1, the effective date of retirement following notice before March 1 shall be June 30 of the calendar year.

A teacher wishing to retire other than at the end of the school year may request that the Education District and Exclusive Representative enter into a Memorandum of Understanding regarding the date of retirement and retirement compensation.

Section 2. Amount of Retirement Compensation. Beginning with the 2022-23 school year, a teacher shall be entitled to receive four (4) days pay per year of service as a teacher in the Education District, up to a total of one-hundred ten (110) days. The teacher's daily rate of pay shall be the teacher's annual salary at the time of retirement divided by 182.

Section 3. Limitations. The total amount of pay pursuant to Section 2 and the Education District's 403(b) matching contributions shall not exceed \$45,000.00.

Section 4. Payment of Retirement Compensation. The Education District will make payment of the retirement compensation in equal annual installments over a time period not to exceed three-years from the teacher's retirement date. The funds will be deposited in a Minnesota State Retirement Systems (MSRS) Health Care Savings Plan (HCSP) for the benefit of the teacher.

Section 5. Continuation of Insurance Benefits. A retired teacher may be eligible to remain in the current health insurance plan at the teacher's expense, if required or permitted by the plan or applicable law.

ARTICLE XVI: TEACHER DISCIPLINE

Section 1. Discipline. Discipline shall consist of oral reprimand, written reprimand, suspension with or without pay, and termination, as defined below. Discipline shall generally follow the principle of progressive discipline. However, the Education District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action.

Subd. 1. Oral Reprimand. An oral reprimand shall normally be given to an employee as the first step of progressive discipline. An oral reprimand shall be memorialized in writing reflecting a summary of the content of the conversation and placed in the employee's personnel file. The District shall remove an oral reprimand from a teacher's personnel file upon the teacher's written request after five years from the date issued, if there has been no subsequent discipline.

Subd. 2. Written Reprimand. A written reprimand shall be placed in the teacher's personnel file.

Subd. 3. Suspension With or Without Pay. The suspension shall take effect upon notification by the Director to the employee along with the reason for the suspension. A teacher shall be suspended without pay only for just cause.

Subd. 5. Termination. Termination shall be in accordance with Minn. Stat. 122A.40 and other relevant statutes.

Section 2. Exclusions. This Article shall not apply to a teacher removed from duty on paid, non-disciplinary leave pending an investigation into allegations. Termination or immediate discharge pursuant to Minnesota Statutes Section 122A.40 shall follow the procedure required by law and is not subject to the grievance procedure or arbitration in this Agreement.

ARTICLE XVII: DURATION

Section 1. 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. If a new and substitute Agreement has not been duly entered into prior to July 1, 2023, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted. The provisions of any new contract shall be fully retroactive to July 1, 2023 unless specifically excluded from retroactivity by the provisions of the contract. 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 sixty (60) days prior to the expiration of this Agreement

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the Education District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Education District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the current contract term, whether or not referred to in the Agreement, shall not be open for negotiating during the term of this Agreement, except by mutual agreement.

Section 4. Severability. If any provision of this Agreement is determined to be contrary to law, it shall not affect any other provisions of the Agreement or the application of any other provision.

The parties have executed this Agreement as follows:

For the Exclusive Representative

President

Negotiator

Negotiator

Negotiator

Negotiator

Dated this __ day of _____, 2022

For the Education District

Board Chair

Board Clerk

Dated this __ day of _____, 2022

SCHEDULE A: 2021-2022 Salaries

21-22	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8
Semester Credits	BA	BA+10	BA+20	BA+30	BA+40	BA+50	BA+60	BA+70
Steps					MA	MA+10	MA+20	MA+30
1	40,222	41,277	42,313	43,345	44,210	45,201	46,445	48,211
2	41,255	42,426	43,386	44,556	45,740	46,800	48,274	50,120
3	42,359	43,591	44,828	45,997	47,361	48,657	50,123	51,942
4	43,352	44,859	46,072	47,521	49,037	50,573	52,174	53,764
5	44,567	45,978	47,500	49,095	50,738	52,622	54,267	55,589
6	45,671	47,379	48,941	50,639	52,449	54,697	56,509	57,914
7	46,761	48,542	50,277	52,473	54,467	56,577	58,764	58,957
8	XXX	XXX	XXX	54,650	56,735	59,318	61,408	61,898
9	XXX	XXX	XXX	57,393	59,557	62,165	64,504	66,228
10	XXX	XXX	XXX	60,236	62,810	65,558	68,342	68,817
11	XXX	XXX	XXX	XXX	64,571	66,335	69,177	74,974
12	XXX	XXX	XXX	XXX	66,622	68,448	70,011	76,647
13	XXX	XXX	XXX	XXX	69,149	70,987	72,785	79,263

Teachers will not advance a step for 2021-2022.

SCHEDULE B: 2022-2023 Salaries

22-23	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8
Semester Credits	BA	BA+10	BA+20	BA+30	BA+40	BA+50	BA+60	BA+70
Steps					MA	MA+10	MA+20	MA+30
1	42,153	43,258	44,344	45,426	46,332	47,371	48,674	50,525
2	43,235	44,462	45,469	46,695	47,936	49,046	50,591	52,526
3	44,392	45,683	46,980	48,205	49,634	50,993	52,529	54,435
4	45,433	47,012	48,283	49,802	51,391	53,001	54,678	56,345
5	46,706	48,185	49,780	51,452	53,173	55,148	56,872	58,257
6	47,863	49,653	51,290	53,070	54,967	57,322	59,221	60,694
7	49,006	50,872	52,690	54,992	57,081	59,293	61,585	61,787
8	XXX	XXX	XXX	57,273	59,458	62,165	64,356	64,869
9	XXX	XXX	XXX	60,148	62,416	65,149	67,600	69,407
10	XXX	XXX	XXX	63,127	65,825	68,705	71,622	72,120
11	XXX	XXX	XXX	XXX	67,670	69,519	72,497	78,258
12	XXX	XXX	XXX	XXX	69,820	71,734	73,372	80,326
13	XXX	XXX	XXX	XXX	72,468	74,394	76,279	83,068

Teachers who worked in the Education District as a teacher in the 2021-2022 school year will advance two steps for the 2022-2023 school year.

APPENDIX 1: GRIEVANCE REPORT FORM
GRIEVANCE REPORT FORM
West Central Education District

Grievance No.: _____

Grievant: _____

Building: _____

Date Grievance Occurred: _____

Filed by: _____

Statement of Facts:

Specific Provision(s) of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of President or Designee

Date

APPENDIX 2: MEMORANDA OF AGREEMENT

new and substitute Agreement has not been duly entered into prior to July 1, 2023, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted. The provisions of any new contract shall be fully retroactive to July 1, 2023 unless specifically excluded from retroactivity by the provisions of the contract. 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 sixty (60) days prior to the expiration of this Agreement

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the Education District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Education District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the current contract term, whether or not referred to in the Agreement, shall not be open for negotiating during the term of this Agreement, except by mutual agreement.

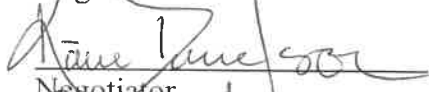
Section 4. Severability. If any provision of this Agreement is determined to be contrary to law, it shall not affect any other provisions of the Agreement or the application of any other provision.

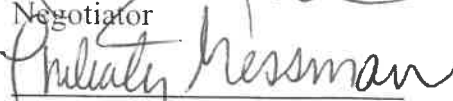
The parties have executed this Agreement as follows:


For the Exclusive Representative


President

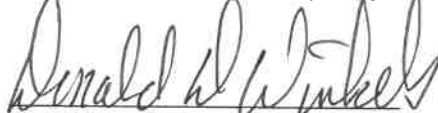

Negotiator

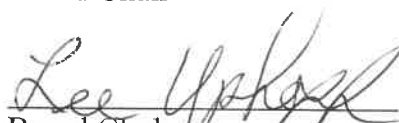

Negotiator


Negotiator


Negotiator

For the Education District


Board Chair


Board Clerk

Dated this 14th day of November, 2022

