

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 423

HUTCHINSON, MINNESOTA

AND

EDUCATION HUTCHINSON

Effective for the Period
July 1, 2023 through June 30, 2025

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ARTICLE I

PURPOSE

This Agreement is entered into between Independent School District No. 423, Hutchinson, Minnesota (hereinafter referred to as the School District) and Education Hutchinson (hereinafter referred to as Education Hutchinson or the exclusive representative), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for teachers during the term of this Agreement. The word, "teacher," as used in this Agreement, shall have that meaning as defined in ARTICLE III.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with the PELRA, the School District recognizes Education Hutchinson as the exclusive representative of teachers employed by the School District. Education Hutchinson, as exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment. "Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits other than School District payments of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. The term is subject to the provisions of the PELRA.

Section 2. Teacher. "Teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must have a Tier 1, 2, 3 or 4 license from the State of Minnesota but shall not include the superintendent, director of teaching and learning, principal or assistant principal, confidential employees, supervisory employees, essential employees, and such other employees as excluded by law.

Section 3. School District. Any reference to "School District" in this Agreement shall mean the School Board or its designated official(s).

Section 4. Bureau. "Bureau" means the Minnesota Bureau of Mediation Services (BMS).

Section 5. Commissioner. "Commissioner of the Minnesota Bureau of Mediation Services" or "commissioner" means the commissioner of the Bureau of Mediation Services.

Section 6. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

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

Section 3. Effect of Laws, Rules, and Regulations. The School District, all teachers 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 the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

ARTICLE V **TEACHER RIGHTS**

Section 1. Right to Views. Nothing contained in this Agreement shall be considered 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, nor shall it be construed to require any teacher to perform labor or services against the teacher's will.

Section 2. Right to Join. Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for teachers of such unit.

Section 3. Request for Dues Checkoff. Teachers shall be allowed dues checkoff for the teacher organization of their selection, provided that dues checkoff and the proceeds thereof shall not be allowed for any teacher organization that has lost its right to dues checkoff pursuant to the PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization.

Section 4. Administration of Agreement. The School District shall meet with Education Hutchinson, upon request, for the purpose of reviewing the administration of the Agreement or discussion of other problems.

Section 5. Meet and Confer. The School District shall meet and confer with Education Hutchinson pursuant to the PELRA.

Section 6. Copies of the Agreement. Three (3) signed copies of the final Agreement shall be provided for the purpose of records: one (1) retained by the School Board, one (1) by Education Hutchinson, and one (1) by the Superintendent. Additional electronic copies of the Agreement will be made by the School District. Education Hutchinson will be responsible for distributing copies to its members.

Section 7. Education Hutchinson Leave. This leave shall be granted to officers or appointed representatives of Education Hutchinson pursuant to the PELRA. Education Hutchinson shall reimburse the School District monthly for the actual daily salary of a teacher absent as a result of such leave, except Education Hutchinson may use up to four (4) days annually for its local business for which it shall pay only the cost of the substitute. This use of the days shall be requested in writing designating the teachers to use such days a minimum of

three (3) working days in advance of the absence. In the event timely notice is not provided, the days shall be provided at full deduction.

Section 8. Evaluation. Teachers will be evaluated pursuant to Minnesota Statute 122A.40, Subd. 8 – Development, evaluation, and peer coaching for continuing contract teachers.

ARTICLE VI

LENGTH OF THE SCHOOL YEAR

Section 1. Meet and Confer. Prior to setting teacher duty days and student days in Section 2. below or adjusting such days in Section 3. below, the School District shall afford opportunity to Education Hutchinson to meet and confer on such matters.

Section 2. Teacher Duty Days. The School District shall, prior to April 15 of each school year, establish teacher duty days and student days for the coming school year, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority, has determined to conduct school. The school year shall consist of 183 duty days for K-12 teachers, including student days, conferences and workshop days, and in-service training days as determined by the School District. No more than two (2) hours of in-service time per work day up to an annual maximum of four (4) hours can be held by the School District on work days at the close of the marking period. The teachers new to the School District shall report for one (1) additional duty day at the beginning of the school year. Teachers new to the School District may also be required to report for up to four (4) additional days. Teachers new to the School District who are required to report for these additional days will be paid one hundred twenty-five dollars (\$125) for each of the four (4) days they are required to work.

Section 3. Modifications in Calendar, Length of School Day.

Subd. 1. In the event a teacher duty day is lost for any emergency, the teacher shall perform duties on such other day in lieu thereof as the School District shall determine.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, but with the understanding that the total number of hours shall not be increased (i.e., a four (4) day week with increased hours per day but the total weekly hours are not more than the regular five (5) day week).

ARTICLE VII

HOURS OF SERVICE

Section 1. Basic Day. The teacher's basic day, inclusive of lunch, shall be eight (8) consecutive hours except as otherwise agreed between the School District and the teacher. Parent-teacher conferences shall be conducted in accordance with Section 4. below.

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

Section 3. Duty-Free Lunch. Each teacher shall be provided a duty-free lunch period.

Section 4. Parent-Teacher Conferences. The School District reserves the right to schedule parent-teacher conferences in addition to the basic duty days as described in Section 1. above, with the understanding that

any such hours scheduled will be accumulative and each eight (8) hours of such scheduled time will count as a duty day as described in ARTICLE VI. Up to four (4) duty days (thirty-two (32) hours) may be scheduled each school year as parent-teacher conferences at the discretion of the District. These conference dates will be included in the District approved school calendar.

Section 5. Supervisory Assignments. Each teacher may be assigned up to two (2) events or six (6) hours of supervision outside of the basic day. This assignment includes, but is not limited to, such activities as homecoming, prom, graduation, open house, or other School District/student social functions. Written requests by a teacher to be reassigned will be considered and may be granted if a substitute can be found.

Section 6. Job Sharing. Teachers may apply for a job sharing assignment. A written request to job share must be submitted to the Director of Teaching and Learning annually by March 1. The decision to approve or deny a job share application is in the sole discretion of the School District.

Guidelines relating to job sharing will be available in the office of each building principal. If the carrier permits, job sharing teachers may participate in the School District's health and hospitalization and dental insurance programs, provided the teacher agrees to pay the entire premiums through payroll deduction.

ARTICLE VIII

BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary.

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-2024 school year. The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2024-2025 school year.

For the 2024-2025 school year, steps and lane advancements will be granted. The 2024-2025 salary schedule was increased by adding 1.38% and \$1,125.00 to each placement. Teachers earning a step will move (if a step is available), then Step 1 will be removed, and the remaining steps will be re-numbered from 2 through 16 to 1 through 15. For example, employees at MA10, step 7 in 2023-2024 will be shown on MA10, step 7 (unless moving to a different lane) in 2024-2025. This does not impact tenure, longevity increments or Qcomp stipends. See the schedules at the end of the agreement.

Subd. 2. Teachers on a lane lower than the BA+40 lane as of October 1, 1997, must have a master's degree (MA) to advance to the MA lanes. Teachers with a BA+40 or greater, as of October 1, 1997, who do not acquire a master's degree will be compensated according to and listed by employee number on Schedule D, attached hereto.

Section 2. Status of Salary Schedule.

Subd. 1. The salary schedules are not to be construed as a part of a teacher's continuing contract, and the School District reserves the right, in individual cases, to withhold step or lane advancement or any other salary increase as the School District shall determine for good and sufficient reason. If negotiations for a successor Agreement are not completed at the commencement of the 2025-2026 school year, no adjustment shall be made in step or lane position on the salary schedule until the new Agreement is ratified by both parties.

Subd. 2. The District will grant lane changes in both years of this contract. Lane advancements will be granted after the ratification of the contract.

Subd. 3. Per the Q-comp agreement, step advancements, if earned, will be granted in both years of the contract. Step advancements will be granted after ratification of the contract.

Section 3. Placement on the Salary Schedule.

Subd. 1. A teacher who has had experience in other school districts or in other appropriate fields of endeavor will be placed on the salary schedule as agreed between the School District and the teacher.

Subd. 2. Advance degrees, college credits, and workshops/seminars must be germane to the teaching assignment (as determined by the School District) to be considered for placement on the salary schedule. Current part-time and new teachers who hold two (2) or more degrees in different curriculum areas will have placement on the salary schedule determined by the degree that relates to the majority of the teachers' contracted assignments.

Subd. 3. Courses taken to be applied toward a master's degree must earn a grade high enough to be counted toward the degree for the course to count for lane change advancement. All credits beyond the bachelor's degree must earn a "B" or higher to be considered. Courses for advancement beyond the MA may be accepted for lane advancement with a letter grade of "S" or "P". They may be accepted if these courses are included as course requirements for a subsequent district approved degree or graduate-level certification and are only offered by the institution with an "S" or "P" grade.

Subd. 3a. Up to ten (10) graduate credits that are not part of an approved master's degree program may be earned and applied for lane change for teachers in the BA, BA+10, and BA+20 lanes. All other additional credits must be a part of an approved master's degree program in which the teacher is enrolled.

Up to 12 credits offered by a non-college or university will be accepted if the credits are accepted by an accredited college or university as part of a Master's (or Specialist, Doctorate) program that it offers. A maximum of 12 of these type of credits will be approved in a career. Effective July 1, 2023.

LTRS training taken before July 1, 2023, will be approved for 12 board credits. LTRS board credits will also count toward the 12 maximum credits as outlined in the above paragraph. Effective July 1, 2023.

All further credits taken, not including the 12 credits listed above, subsequent to the completion of a master's degree must be offered by and taken at, or given by (including online courses) an accredited college or university. Credits must be of sufficient quality to be accepted into a master's degree program or other advanced degree program of the offering institution, unless authorized in writing by the Superintendent or his/her designee.

Subsequent to completion of a master's degree, a teacher does not have to enroll in another master's or advanced degree program to advance to lanes beyond the MA lane. Moreover, the MA 40 lane may be achieved by earning 40 approved graduate credits or by earning a subsequent approved germane graduate degree (ex. Master's, Specialist, or Doctorate). Effective July 1, 2021.

National Board Certification shall be recognized as the equivalent of a master's degree. Teachers with National Board Certification will be allowed to advance beyond the Master's lane as referenced in this section. If the National Board Certification lapses, teachers will revert to the lane the teacher was at prior to receiving the Certification.

This subdivision shall not apply to teachers identified in Schedule D "BA+90 Eligible Teachers" nor to credits for courses already approved prior to this effective date.

Subd. 4. All requests for credit must be approved by the Superintendent or his/her designee in writing prior to taking a course, class, workshop/seminar. No credits will be approved which involve primarily video/TV viewing unless the credits are approved/sponsored through an accredited college or university. Approved video/TV credit is limited to three (3) credits per lane change. No credits will be approved that involve correspondence work or independent/self-study, unless authorized in writing by the Superintendent or his/her designee.

Subd. 5. The District may offer graduate level professional development courses, workshops, or seminars to earn Board Credit. Board Credits are equivalent to graduate level semester credits. All other contract provisions in ARTICLE VIII, Section 3. Placement on the Salary Schedule, are applicable to Board Credits.

Section 4. Lane Advancement. Individual teaching contracts will be modified to reflect qualified changes at the beginning of the school year, subject to approval by the Superintendent or the Superintendent's designee and all required criteria has been met. At the discretion of the Superintendent or the Superintendent's designee, Board credits may be accepted for lane changes. Teachers will need to submit a transcript/grade report of qualified credits to the Superintendent's office no later than October 1 with the District application. Teachers, who report all qualifying credits for a lane change by August 30, may receive a lane change effective with the first payroll of the contracted year. The burden of proof for all credits lies with the teacher, and this proof must be in the form of a transcript or grade report.

However, credits presented after October 1 will be approved for a lane change retroactive to the start of the school year by the Superintendent or designee provided the teacher presents an affidavit from the institution providing the training, stating that the delay was solely the fault of the institution and in no way the fault of the teacher.

Credits earned and submitted by transcript/grade report after October 1, but before January 15 shall be considered for a lane change starting on January 15 and will be pro-rated through the end of the school year.

A teacher completing an approved graduate level degree shall move to the MA Lane at the next allowable lane change date. Effective July 1, 2021.

Teachers will be allowed to move more than one lane, BA or MA in a school year if all qualifying conditions contained in Article VIII are satisfied. Effective July 1, 2022.

Section 5. Limitations to Step Movement on Schedule. The schedule will contain lane caps as described below.

Subd. 1. The steps on the BA lane will be limited to a maximum of Step 8.

Subd. 2. The steps on the BA+10 lane will be limited to a maximum of Step 9.

Subd. 3. The steps on the BA+20 lane will be limited to a maximum of Step 10.

Subd. 4. The steps on the BA+30 lane will be limited to a maximum of Step 11.

Subd. 5.

- a) For part-time teachers, salary will be pro-rata portion of the salaries of full-time teachers.
- b) Part-time teachers teaching six hundred (600) hours or more per year may advance one (1) step on the salary schedule. Hours can be cumulative on an annual basis as follows:

Example:

Year 1	400 hours	no step advancement,
Year 2	400 hours	1 step advancement,
Year 3	500 hours	1 step advancement,
Year 4	200 hours	no step advancement.

- c) For purposes of salary and career recognition, part-time teachers who teach less than fifty percent (50%) of a full-time teacher will not be eligible for career recognition dollars. A teacher who teaches fifty percent (50%) or more time (732 hours or more per year but less than full-time) will be treated for career recognition as though the teacher taught full-time except that career recognition shall be pro-rated.
- d) For purposes of career recognition, teachers employed for the entire school year and who take up to a twelve-week approved FMLA leave will receive a cumulative full-time equivalent equal to 1.0. All other teachers will earn a cumulative full-time equivalent equal to the time worked. All other teachers will earn a cumulative full-time equivalent equal to the amount of time employed. For example, if the teacher takes a leave longer than twelve weeks, the cumulative full-time equivalent is prorated based on the time worked. As another example, if the teacher works 50% of the year, the teacher's cumulative full-time equivalent equals 0.50. If a teacher works 80% of the year, the teacher's cumulative full-time equivalent equals 0.80. No teacher shall earn a cumulative full-time equivalent greater than a 1.0 in any given year.

Section 6. Career Recognition.

Subd. 1. A teacher will receive career recognition payment per the following schedule. Effective July 1, 2023 per cumulative FTE of teaching service to the district as referenced in Section 5.. Career recognition payments are based on consecutive years of service to the school district.

11-15 years of teaching service will receive	\$400 annual payment
16-20 years of teaching service will receive	\$800 annual payment
21-25 years of teaching service will receive	\$1,200 annual payment
26-30 years of teaching service will receive	\$1,600 annual payment
31+ years of teaching service will receive	\$2,000 annual payment

A teacher will receive career recognition payment per the following schedule. Effective July 1, 2024.

11-15 years of teaching service will receive	\$500 annual payment
16-20 years of teaching service will receive	\$1,000 annual payment
21-25 years of teaching service will receive	\$1,500 annual payment
26-30 years of teaching service will receive	\$2,000 annual payment
31+ years of teaching service will receive	\$2,500 annual payment

A teacher in the "16-20 years of teaching service" tiers as of June 30, 2023 will receive retro for the years missed due to the annual payments being implemented with this agreement. Retro payments will be based on the amounts and language specified in the 2021-2023 contract. The one-time retro payments sunset with this agreement. Earned career pay cumulative FTE will be recalculated based on the 2023-2025 contract language. By June 30, 2024, all eligible teachers will receive annual payments; there will not be any more one-time payments using a five-year increment under the current agreement.

Annual pro-rated installment payments will be paid on the June 15 payroll each year. Employees resigning or retiring from the District will receive a pro-rated payment with the employee's final paycheck.

Section 7. Other Provisions.

Subd. 1. Pay periods will be twice a month, on the 15th and the last day of each month. If either of these days falls on Saturday, Sunday, or a scheduled holiday during which the business office is closed, distribution will take place on the last working day prior to the pay date. Extra-curricular compensation will be paid to the teachers in a lump sum at the conclusion of the activity or in equal payments during that activity's season (nearest pay period). Teachers shall also have the option of receiving their remaining checks for the current contract year at the same time as their June checks.

Subd. 2. The School District will make deductions from a teacher's salary for tax-sheltered annuities upon written request of a teacher and School District policy.

Subd. 3. All Elementary teachers shall have at least two (2) thirty (30)-minute blocks of preparation time during each student school day. Efforts will be made to provide one (1) thirty (30)-minute block in the morning and one (1) thirty (30)-minute block in the afternoon.

Subd. 4. All Middle School teachers shall have a continuous prep period equal to the length of one class period each day.

Subd. 5. All High School teachers shall have a continuous prep period equal to the length of one class period each day.

Subd. 6. Early Childhood Family Education Teachers

- a) Statutory Considerations: pursuant to M.S. 122A.26 an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program, which is offered through a community education program and qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. However, M.S. 122A.15 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1 or M.S. 122A.41, Subd. 1.
- b) Application of Agreement: The parties recognize that the employment of ECFE teachers is unique and market driven and accordingly, requires particular consideration in the Agreement because of this unique employment relationship.
- c) Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. An ECFE teacher shall be laid off and recalled within order of seniority with other ECFE teachers.
- d) ECFE Teacher Compensation: ECFE teachers shall be compensated pursuant to such a method as the parties may agree to and shall not be entitled to compensation on the regular teacher salary schedule.

Subd. 7.

- a) To determine a teacher's daily rate of pay, the following formula shall apply:

The teacher's annual salary shall be divided by the duty days defined for such annual salary to arrive at the daily rate.

- b) To determine an hourly rate, the daily rate shall be divided by eight (8).

Subd. 8. Regular teachers assigned to substitute for another teacher shall be compensated at the hourly rate of \$30.00 per class period of substitution.

- a) Elementary classroom teachers instructing three or more additional students for a half a day or longer will be given subbing pay of \$30 per day. The building principal will divide the students equally to the best of his/her ability.
- b) Teachers not providing regular classroom instruction who are assigned to a regular classroom for the day will be given subbing pay of \$30 per day.

Subd. 9. If a staff member is required (directly by a building administrator) to teach one or more students online, while synchronously teaching in the classroom, in accordance with IEP and/or 504 plan, the staff member will be paid up to 4 hours of curriculum writing time per subject (maximum of three subjects) per trimester at the curriculum writing rate of pay.

Section 8. Definitions.

Subd. 1. "Teaching service to the School District" is actual teaching time (prorated for time worked). For teachers who have taken a maximum twelve (12) week approved FMLA leave(s) of absence(s), a full year of service will be granted if sixty-seven percent (67%) or more of the school year is worked. For part-time teachers, FTE status is pro-rated based on the number of hours worked.

Subd. 2. "Career recognition payment" is money paid to teachers who have eleven (11) or more years of service.

Subd. 3. If an employee attends an institution of higher learning that uses quarter credits, those credits will be converted to semester credits at a rate of three (3) quarter credits equal two (2) semester credits.

ARTICLE IX
OTHER COMPENSATION

Section 1. Extra-Curricular Schedule. The wages and salaries reflected in SCHEDULE C, attached hereto, shall be a part of this Agreement. A teacher who has had experience in other school districts or in the School District at other levels of directing, advising, or coaching of extra-curricular activities will be placed on the extra-curricular salary schedule as agreed between the School District and the teacher.

Section 2. Additional Teaching Assignments. A teacher who voluntarily accepts an additional assignment in lieu of a study hall, other supervisory period, or conference/preparation period will be reimbursed in addition to his or her basic salary at a pro-rata hourly rate defined in the Agreement times 1.2 (to allow for preparation time) to a maximum rate that is the average of the BA+0, step 1 salary and the maximum salary amount on the salary schedule.

- a) Education Hutchinson will sign off on approval.
- b) Non-tenured teachers will not be requested to volunteer.

Section 3. Extended Employment and Summer School. A teacher employed for more than the established duty year shall be paid between the completion of the school year and the beginning of the next regular term of school and shall be compensated as follows:

Subd. 1. Any teacher teaching summer school or employed for curriculum writing shall be paid an hourly rate based upon placement on the salary schedule for the academic year immediately preceding summer school.

- a) Summer school pay shall be pro-rated on the basis of two and one-quarter (2-1/4) hours of each two (2) hours of teaching.
- b) Curriculum writing pay shall be prorated based on the number of hours worked and pro-rated up to a maximum rate of thirty dollars (\$30.00) per hour.
- c) The hourly rate shall be determined as per ARTICLE VIII, Section 7., Subd. 8.
- d) Targeted services pay shall be pro-rated up to a maximum rate of thirty dollars (\$30.00) per hour.
- e) Professional development compensation that is not defined as hourly pay shall be paid in half day (0-4 hours) or full day (4.01-8 hours) stipends at the discretion of the Superintendent or the Superintendent's designee.

Subd. 2. Except as otherwise indicated, teachers who work beyond the established duty year in order to properly discharge their duties must have approved and on file a job description and must have an agreement approved by the School District regarding the number of weeks and number of hours per day worked. The principle of pro-rata pay shall apply for all such teachers when complete.

Subd. 3. A teacher employed for duties not covered under Subd. 1. and Subd. 2. shall be compensated at a rate of pay mutually agreed upon between the selected teacher and the School District. The exclusive representative may be present at any meeting with teachers and administration regarding miscellaneous employment.

Subd. 4. Pay for homebound instruction shall be pro-rated up to a maximum of thirty dollars (\$30.00) per hour, and mileage allowance shall be paid for homebound instruction.

Section 4. National Certification. The School District will pay for the cost, to a maximum of five hundred dollars (\$500), of a National Certification obtained by teachers in their field each year the Certification is required to be renewed. Prior written approval of the School District is required prior to applying for certification or reimbursement. This Certification may include, but is not limited to, speech-language clinicians, school social workers, school nurses, school counselors, and school psychologists. Upon obtaining this Certification, the teacher will present the Certificate or other appropriate verification of the Certification to the Superintendent or other designated administrator. Such verification will also be required upon renewal of the Certification.

Section 5. Student Teacher Supervision. A teacher who agrees to supervise and direct a student teacher will be eligible to receive the stipend amount provided from college/university less the cost of benefits incurred by the school district when making this payment through payroll. This payment will be made to the supervising teacher after receipt from the college/university.

ARTICLE X

USE OF PERSONAL VEHICLES

Section 1. School Assignments.

Subd. 1. Teachers who are required to use their own vehicles in the performance of their job assignments or who are assigned to more than one (1) school building per day shall have the option to receive payments for use of his/her own vehicle based on trips made per week or on actual mileage. If a teacher chooses to be reimbursed on the number of trips made per week, they will be reimbursed three (3) times per year at the end of each trimester as shown below. If a teacher wishes to be reimbursed based on actual mileage driven, the monthly request form, showing miles driven each day, must be turned in monthly. The teacher must indicate in writing to the Business Office by September 15 which option is being chosen for the school year.

<u>Average Weekly Travel Requirement</u>	<u>Trimester Allowance</u>
5 – 10 trips	\$267
11 - 20 trips	\$300
21 + trips	\$334

A “trip” is defined as each time the vehicle is started and driven to another location of assignment. The number of trips will be reviewed each trimester and the allowance adjusted according to the most correct category.

Subd. 2. Any teacher using a personal vehicle without prior, written authorization by a designated School District administrator shall not be reimbursed for such use.

Section 2. Application. This article is applicable only to travel authorized and approved in writing by the School District.

ARTICLE XI

GROUP INSURANCE

Section 1. Health and Hospitalization Insurance.

Subd. 1. The School District shall contribute \$544.01 per month for the 2023-2024 and 2024-2025 school years toward the cost of the premium for individual coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District’s group health and hospitalization insurance plan. The cost of this premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction.

Subd. 2. A teacher may elect family coverage for health and hospitalization insurance. In this case, the School District shall contribute \$1,288.67 per month for the 2023-2024 and 2024-2025 school years toward the cost of the premium for family coverage for each eligible teacher employed by the School District who is enrolled in the School District’s group health and hospitalization insurance plan and who qualifies for family coverage. The cost of this premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction.

Subd. 3. Spousal teams may elect family or single coverage for health and hospitalization insurance. The School District shall contribute \$644.34 per month for the 2023-2024 school year and \$644.34 per month for the 2024-2025 school year for each member of the spousal team toward the cost of the premium for family or single coverage for each eligible teacher employed by the School District who is

enrolled in the School District's group health and hospitalization insurance plan and who qualifies for coverage. The cost of this premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction.

Subd. 4. In the event of the death of an enrolled teacher, the spouse and dependents covered by the plan at the time of the teacher's death shall receive paid coverage by the School District for a maximum of one (1) year, if allowed by the insurance policy.

Section 2. Life Insurance. The School District shall provide a \$50,000 term life insurance policy for eligible teachers. During each year of this Agreement, the life insurance policy shall also contain a disability insurance provision, if the teacher is qualified for and enrolled in the life insurance plan.

Section 3. Long-Term Disability (LTD). The School District shall contribute the cost of the premium not to exceed \$.44 per \$100 of covered salary for the LTD insurance plan for eligible teachers employed in the School District who are qualified for and enrolled in the plan. The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction.

Section 4. Dental Insurance. The School District shall contribute up to \$37.07 per month toward the cost of the premium for individual coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District's dental insurance plan. Family coverage is an option at the expense of the teacher, if a policy for family coverage is available. The cost of the premium not contributed by the School District, if any, shall be borne by the teacher and paid by payroll deduction.

Section 5. IRS Qualified Medical Savings Plan. Employees will have the choice to have eligible District contributions go to a Health Savings Account (H.S.A.) which allows employee contributions or a Voluntary Employee Benefit Association (VEBA) which does not allow employee contributions.

The School District shall make available a H.S.A. or VEBA plan and trust, as defined in the "Retirement Enhancement and Benefit Alternatives Program Voluntary Employees' Beneficiary Association" (VEBA Plan) to all qualified teachers. The parties assent to and ratify the appointment of the trustee plan administrator for the VEBA Plan identified in the VEBA Plan account. This arrangement constitutes a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If there is any district health and hospitalization contribution remaining after premium is paid for the teacher's single or family policy, the remaining contribution will be deposited in the teacher's HSA or VEBA account.

Subd. 1. Administrative fees allocable to the individual accounts of active teachers who are active participants in the H.S.A. or VEBA Plan shall be paid by the School District. Administrative fees allocable to the individual accounts of active teachers who have accrued a balance in the appropriate Plan, but change coverage, so that they are no longer entitled to School District contributions, shall be paid from the account. Administrative fees allocable to individual accounts of retirees shall be paid from the account. If the Plan is terminated or if School District contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Subd. 2. The School District shall contribute the amounts as indicated for qualified, active teachers who are covered by the School District's health insurance plan into the School District's H.S.A. or VEBA plan as follows:

Teachers taking single coverage -	\$1,000 per year
Teachers taking family coverage -	\$800 per year
Per Each Spousal team member -	\$900 per year

Subd. 3. In the event, a teacher's child/dependent under twenty-six (26) years old, is also employed by the School District, the parent teacher may elect family coverage for health and hospitalization insurance. In this election, the teacher's child, also employed by the School District, is enrolled as a dependent on the parent teacher's plan. The teacher parent receives the family amount referenced above in Subd. 2 and the teacher child receives the single amount. During the benefit open enrollment period, the teacher child voluntarily waives single health and hospitalization insurance under this subdivision.

Section 6. Claims Against the School District. Any description of insurance benefits contained in this article is intended to be informational only, and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this article. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this article, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Eligibility.

Subd. 1. For purposes of this article, "eligible teacher" shall mean a teacher is working both a minimum of thirty-five (35) hours per week and one hundred (100) days per school year to be eligible for the benefits of this article. Those teachers who work at least thirty-five (35) hours per week and one hundred (100) days per school year shall receive a prorated share of the benefits paid to those eligible teachers completing the full school year.

Subd. 2. A part time teacher that works at least thirty (30) hours a week but less than thirty-five (35) hours per week may qualify for health insurance benefits under the Affordable Health Care Act. The employee must work at least one hundred thirty (130) hours per month during the measurement period to qualify for a benefit contribution during the stability period. The School District's contribution will be no more than one half (1/2) of the single premium of the highest deductible plan offered by the school district.

Subd. 3. All insurance is in effect through August 31 if a teacher leaves the School District after completing the full school year.

Subd. 4. A teacher leaving the School District and not completing a full school year will have his/her School District insurance contribution terminated at the time the resignation becomes effective. Teachers who otherwise qualify for benefits but do not work 183 days will have their benefits under this article terminated the first day of the month following their last day of work, except as provided in ARTICLE XIII, Section 5.

ARTICLE XII
LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. All full-time teachers shall earn sick leave at the rate of fourteen (14) days each year of teaching service in the employment of the School District. Annual sick leave shall accrue monthly as it is earned at the rate of 1.6 days per month. Sick leave allowed shall be deducted from the accrued sick leave days when earned by the teacher. In the event that a teacher becomes ill and uses more than the sick leave accrued at the time of illness, the teacher will be credited and paid for sick leave up to the number of days that could be earned for the school year provided the teacher completes the full school year. If a teacher uses more sick leave than the teacher has accrued and does not complete the school year, the teacher will have deducted from the last paycheck an amount equal to each day absent which was not covered by accrued sick leave.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per teacher. Teachers who have more than 120 days of sick leave remaining in their sick leave account at the end of the last teacher workday of the school year shall receive payment for each day over 120 days, not to exceed fourteen (14) days, at a rate of \$100 per day. Payment for these wellness days will be made into the employee's H.S.A. or VEBA account.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is found to have been due to a qualifying event as determined by the Family Medical Leave Act (FMLA) – i.e. illness self, illness child, etc.

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

In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5. When a teacher is injured on the job in the service of the School District and collecting worker's compensation insurance as well as drawing on sick leave and receiving full salary from the School District, the teacher's salary shall 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 the teacher's accrued sick leave.

Subd. 6. The disability waiting period for regular full-time teachers for LTD insurance is ninety (90) calendar days. If a tenured teacher exhausts all regular sick leave and the illness results in eligibility for LTD insurance benefits, the School District will reimburse such a teacher for one-half (1/2) salary from the time a teacher's sick leave is depleted until the LTD insurance becomes effective.

Subd. 7. Sick leave may also be used for such things as hospitalization, emergency medical services, or direct consultation with a physician involving the teacher's spouse, parent, parent-in-law or court appointed legal dependent. A teacher may use a reasonable amount of sick leave for the care of ill family as determined by the Superintendent and employee. This subdivision is not intended to be applied toward any routine health care.

Subd. 8. Education Hutchinson may solicit the donation of unused sick days from teachers to be granted to teachers who have exhausted their own sick leave benefits. The procedures for the operation of the sick leave bank will be established by the School District and Education Hutchinson. A teacher may donate all personal days as per Section 3. below.

Subd 9. Teachers may use sick leave for the reasons stated in the CBA and for any reason provided by law, including the law governing earned sick and safe leave. Any reference to law is for informational purposes only and is not intended to make any laws subject to the grievance process.

Section 2. Bereavement Leave. A teacher shall be granted up to five (5) days of absence, per incidence, with pay, due to the death of the teacher's spouse, child, parent, sister, brother, grandparent, grandparent-in-law, parent-in-law, son or daughter-in-law, sister-in-law, brother-in-law, grandchild, stepchildren, stepparents, stepsiblings or member of the household, aunt, uncle, niece, and nephews. Leave pursuant to this section shall not be deducted from sick leave. The particular amount of leave granted shall be dependent upon the circumstances surrounding the death as determined by the Superintendent.

Section 3. Personal Leave.

Subd. 1. At the beginning of every school year, each teacher shall be allowed three (3) days to be used for the teacher's personal business. These three (3) days shall be granted at no loss of pay to the teacher. However, the second and third days used shall be deducted from the teacher's accumulated sick leave. A teacher planning to use a personal leave day or days is required to make a written request, on a form provided by the School District, to his/her supervising principal at least forty-eight (48) hours in advance, except in the case of an emergency. The principal shall forward the form to the School District's personnel administrator for final action. Teachers shall be paid \$100 for each unused personal day at the end of the school year.

- a. The number of teachers absent on any given student day, inclusive of all employee-driven leave types, shall not exceed more than six percent (6%) of the total number of teachers. It is at the School District's discretion to approve personal leave during the first five (5) student contact days of the school year, the last student contact day of the school year, and on parent/teacher conference days.
- b. One (1) personal day may be carried forward and banked for future use if both of the following criteria have been met. If the employee opts to carry over a personal day, that day will not be eligible for the \$100 payment specified above. No more than five (5) personal leave days shall reside in the employee's bank in any contract year. If one (1) day is carried to the next year but is not used and remains in the bank at the end of the school year, the teacher may carry it forward to a subsequent year or request the \$100 payment specified above.
 - i. The employee has used two (2) or fewer personal days during the current school year.
 - ii. The employee has used a combined total of six (6) or fewer sick and personal days during the current school year.
 - iii. Teachers opting to carry over one personal day must submit their request in writing to their supervisor and copy the Superintendent's designee by the last contract day of the school year. If written request is not received, payout shall occur with the June 15 payroll.

Subd. 2. Each teacher shall be granted two (2) days of leave without pay per year. Examples of leave under this provision include, but are not limited to, vacation, weather/travel conditions, car trouble, travel with spouse. If these days are used for vacation or spouse travel, then Subd. 1. above will apply.

Section 4. Military Leave. Military leave shall be granted by the School District pursuant to applicable state and federal laws.

Section 5. Child Care Leave.

Subd. 1. A teacher shall be afforded a child care leave of absence provided the teacher follows the procedures outlined in this section.

Subd. 2. A teacher who is pregnant will need to submit a leave of absence request subject to the provisions of this section. If the teacher does not plan to return to work following the birth of a child, the teacher may submit a written resignation.

Subd. 3. An expecting teacher shall notify the Superintendent in writing by the end of the fourth month gestational age or sooner that a child care leave of absence will potentially be needed and indicate the estimated date of delivery.

Subd. 4. No later than the end of the seventh month of gestational age, the teacher shall submit a written request to the Superintendent for a child care leave, including tentative commencement and return dates.

Subd. 5. The commencement and return dates of child care leave shall be mutually determined by the teacher and Superintendent or his/her designee taking into consideration the following:

- a) the continuity of the instructional program for the students, considering such things as logical divisions of the school calendar or the school grading period;
- b) the desires of the teacher;
- c) the specific employment duties of the teacher involved;
- d) the effect of the pregnant condition upon the teacher's efficiency;
- e) the recommendation of the teacher's physician, if any;
- f) any other relevant criteria.

Subd. 6. In approving a child care leave, the School District shall not be required to grant any leave more than twelve (12) months in duration.

Subd. 7. The teacher shall be notified in writing of the School District's action.

Subd. 8. A teacher returning from child care leave shall be re-employed in a teaching position for which the teacher is qualified. However, a teacher on this leave shall not acquire greater rights to a position than any other teacher in the event that positions are eliminated pursuant to M.S.122A.40.

Subd. 9. Failure of the teacher to return pursuant to the specified date in the leave will be considered a resignation unless communication prior to the specified return date has been made and an extension was approved.

Subd. 10. The applicable periods of probation for teachers as set forth in Minnesota statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. Therefore, the periods of time for which the teacher is on leave shall not be counted in determining the completion of the probationary period.

Subd. 11. Any child care leave of absence granted under this section shall be a leave without pay. Any use of accrued sick leave will need to be requested in the child care leave of absence request. Insurance benefits and seniority are addressed in Sections 13., 14., and 15. below.

Section 6. Paternity Leave. A teacher shall be granted up to five (5) days of absence due to the birth of a child. This leave will be deducted from sick leave.

Section 7. Adoption Leave. Adoption leave shall be granted upon the request of the teacher pursuant to applicable provisions of Section 5. above.

Also, the School District will allow up to five (5) days of paid leave, to be deducted from accrued sick leave, and up to three (3) unused, paid personal days (ARTICLE XII, Section 3., Subd. 1.) to be used for the adoption of a child. If a teacher uses paid personal days, the limitations of ARTICLE XII, Section 3., Subd. 2. shall not apply.

Section 8. General Leaves of Absence.

Subd. 1. Teachers with a minimum of five (5) years of teaching experience in the School District, and ten (10) years of teaching in the State of Minnesota may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the discretion of the School District.

Subd. 2. Such leave may be granted by the School District. The following will be taken into consideration when determining whether to grant a leave:

- a) the continuity of the instructional program,
- b) the availability of qualified candidates to replace the teacher,
- c) the rationale/purpose for the leave as presented by the teacher in written format to the School District's designee.

Insurance benefits and seniority are addressed in Sections 13., 14., and 15. below.

Subd. 3. The teacher shall notify the School District no later than February 1 of the year in which his/her leave expires of his/her intention to return or not return. Failure to notify the School District will be considered the teacher's resignation.

Section 9. Sabbatical Leaves. Teachers with a minimum of five (5) years of teaching experience in the School District may apply for an unpaid sabbatical leave of absence to pursue further studies, training, or education. The granting of such leaves shall be subject to the discretion of the School Board, but, in no event, shall more than three (3) teachers be on sabbatical leave during the same school year.

Section 10. Exchange Teaching. A teacher may be granted leave for an exchange teacher program at the discretion of the School Board and under such terms as may be agreed upon by the teacher and the affected school boards. Insurance benefits and seniority are addressed in Sections 13., 14., and 15. below.

Section 11. Medical Leave.

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for LTD insurance shall, upon written request, be granted a medical leave of absence, without pay, up to one (1) year. The School Board may, in its discretion, renew such a leave, and a request for renewal shall also be accompanied by a doctor's written statement.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume normal job responsibilities. Insurance benefits and seniority are addressed in Sections 13., 14., and 15. below.

Section 12. Jury Duty. A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event a teacher serves on jury duty pursuant to this section, the School District will compensate the teacher for the difference between the teacher's regular salary and the amount received as jury duty pay.

Section 13. Insurance Application. A teacher on leave under Sections 5., 6., 7., 8., and 11. above is eligible to participate in benefits as provided in the Family Medical Leave Act (FMLA). When benefits under FMLA no longer pay the premiums, a teacher can continue coverage by paying his/her own premiums as set forth under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 14. Accrued Benefits. A teacher on leave of absence under Sections 5., 6., 7., 8., and 11. above shall retain such amount of sick leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time the teacher went on leave for use upon the teacher's return. No additional sick leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a teacher is on leave, except as otherwise provided in this Agreement.

Section 15. Seniority. For purposes of seniority standing, a teacher on leave pursuant to this article shall continue to accrue seniority during such leave.

Section 16. Eligibility. Leave benefits as outlined in this article shall apply to full-time teachers. Teachers employed less than full-time but at least an average of 2.8 hours per day and eighty-five (85) days per school year shall be eligible for such benefits on a pro-rata basis. The pro-rata formula is hours per year worked divided by 1,464 hours (eight (8) hours times 183 days) equals the pro-rata percent. Teachers employed less than an average of 2.8 hours per day and eighty-five (85) days per school year and substitute teachers shall not be eligible for the benefits of this article. For purposes of this article, a "full-time teacher" shall be a teacher who teaches for the full school year and full school day as defined in ARTICLES VI and VII.

ARTICLE XIII

DEFERRED COMPENSATION AND MATCHING ANNUITIES

Section 1. Minnesota Deferred Compensation Plan or Tax Sheltered Annuity (TSA) Match. Full-time teachers shall be entitled to a matching School District contribution to their 403b Plan or to Minnesota Deferred Compensation Plan (M.S. 352.965). Full-time teachers shall also be entitled to participate in any matching plan as allowed by Minnesota and federal laws (M.S. 356.24). The School District shall match any such compensation plan on the following basis:

Subd. 1. For full-time teachers, the School District shall contribute an amount equal to the teacher's contribution in a tax-deferred matching contribution plan. In year one and two of this contract, the School District will match up to \$1,000 each year.

Section 2. Part-Time Teachers.

Subd. 1. The benefits of Section 1. above will be pro-rated for part-time teachers whose teaching service has been at least an average of fourteen (14) hours per week and one hundred (100) days per school year and shall not apply to teachers employed for a lesser period of time.

Section 3. Insurance Option 1. A full-time teacher employed prior to July 1, 1988, who retires under the "rule of seventy-three (73)" as set forth in Section 2. above shall be eligible to continue participation in the School District's group health and hospitalization insurance plan, if permitted by the terms of the policy of the insurance carrier, with the following provisions:

Subd. 1. The insurance coverage and School District contribution will be the same as that offered to active teachers in the School District. A teacher may continue with family coverage if he/she has had family coverage, or he/she can change to single coverage. A change from single to family coverage can occur only with a qualifying event as set forth by the insurance company.

Subd. 2. Coverage under this provision will terminate upon the retired teacher reaching the age of medicare eligibility.

Subd. 3. The teacher is responsible to make arrangements with the School District business office to pay the School District any monthly premium amount due in advance on such dates as determined by the School District. Failure to make such payment will result in termination of benefits.

Section 4. Insurance Option 2. A full-time teacher employed between July 1, 1988, and June 30, 2002, who retires under the “rule of eighty (80)” as set forth in Subd. 1. below shall be eligible to continue participation in the School District’s group health and hospitalization insurance plan, if permitted by the terms of the policy of the insurance carrier, with the following provisions:

Subd. 1. Full-time teachers whose total years of teaching service to the School District (excluding time spent on unpaid leave) and age equal eighty (80) shall have reached the “rule of eighty (80).”

Subd. 2. The insurance coverage and School District contribution will be the same as that offered to active teachers in the School District for a period not to exceed six (6) years. A teacher may continue with family coverage if he/she has had family coverage, or he/she may change to single coverage. A change from single coverage to family coverage can occur only with a qualifying event as set forth by the insurance company.

Section 5. Post-Retirement Health Care Savings Plan. Full-time teachers employed after July 1, 2002, will receive a \$375 contribution per year in this agreement, when tenure has been reached in the School District, to the Minnesota Retirement System Post-Retirement Health Care Savings Plan.

ARTICLE XIV

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. ULA. Both parties acknowledge that they are governed by M.S. 122A.40, Subd. 10, regarding ULA. Accordingly, the provisions of M.S. 122A.40, Subd. 11 shall not apply.

Section 2. Definitions. For purposes of this article, the following definitions shall apply:

Subd. 1. “Qualified” shall mean a teacher who, in addition to the state license, has taught in the School District within the past five (5) years in an assignment requiring the specific license supporting the teacher’s seniority claim.

Subd. 2. “Subject Matter” shall mean such areas of licensure as are determined by the State of Minnesota.

Subd. 3.

- a) Elementary and Secondary
 - 1. Preschool – 12th Grade Full-Time
 - 2. Preschool – 12th Grade Part-Time

Teachers employed in either category shall be maintained on the appropriate seniority list as long as they are qualified and actively employed in the School District in this category.

Subd. 4. Within each category, teachers shall be divided into full-time and part-time teachers. A teacher shall maintain standing on the list (full-time or part-time) within a category according to Subd. 3.

above and be ranked on the list according to Section 7. below. The teacher's most current assignment in the School District shall be the basis for determining whether the teacher is placed on the full-time or part-time list. "Full-time" for purposes of this article, shall be the normal duty year and normal duty day established for the teachers in each of the two (2) categories except teachers who begin full-time during the course of a school year and continue full-time thereafter. Any amount of lesser service shall mean placement on the part-time list. "Seniority" means the time of service of a continuing contract teacher starting with the first day of actual service to the School District, including any leaves of absence. "Seniority" shall not apply to probationary teachers.

Subd. 5. In the case of placement on ULA, a part-time teacher may not displace a full-time teacher unless that teacher is qualified according to Subd. 1. or Subd. 2. above and holds total, accumulated full-time teaching experience in the School District greater than that of the full-time teacher to be displaced.

Subd. 6. In the case of a teacher currently working in one category but on layoff from another category and who is recalled to that category, that teacher who accepts recall shall be transferred. All seniority in the first category shall cease at recall and transfer.

Subd. 7. In the case of transfer, accrued seniority shall transfer with the teacher within a category or between categories.

Section 3. Ties in Seniority. In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority pursuant to Section 7. below, the selection of the teacher for proposed reduction shall be at the discretion of the School District based upon criteria to include performance, training, experience, skills in special assignments, and other relevant factors as determined by the School District.

Section 4. Seniority List. The School District shall promulgate a seniority list of all continuing contract teachers in the School District. Teachers who dispute their standing on the list promulgated by the School District may process a grievance pursuant to the grievance procedure no later than twenty (20) working days after the posting date of the list.

Section 5. Filing of Licenses. In any year in which a reduction of teaching positions is occurring and the School District is placing teachers on ULA, only those certificates or licenses actually received by the Superintendent's office for filing as of February 1 of such year shall be considered for purposes of determining layoff within areas of licensure. Licenses filed after February 1 shall be considered for purposes of recall but not for the current reduction.

Section 6. Placement on ULA and Recall. A teacher shall hold and exercise seniority for purposes of placement on ULA and recall only in respect to positions for which the teacher is qualified as defined in Section 2., Subds. 1., 2., and 3.

A teacher with two (2) or more licenses but one (1) license not meeting the five (5)-year qualification time in Section 2., Subd. 1. above, will be given the option of transferring to a realigned position provided the teacher makes the decision within three (3) working days of notification of the position realignment option. A teacher rejecting realignment to a position not meeting the five (5)-year qualification time in Section 2., Subd. 1. above, shall not be subject to involuntary reassignment.

Subd. 1. When placed on ULA, a teacher shall file his/her name and address with the School District's personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service (certified mail) by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 2. If a position becomes available for a qualified teacher on ULA, the School District shall mail via certified letter or hand deliver the notice to such teacher who shall have fifteen (15) calendar days from the date of such notice to accept re-employment. Failure to accept in writing within such fifteen (15) calendar-day period shall constitute waiver on the part of any teacher to any further rights of reinstatement, and that teacher shall forfeit any future reinstatement rights.

Subd. 3. The ULA of a teacher who is not reinstated shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School Board by April 1 of any year a written statement requesting reinstatement.

Section 7. Part-Time and Full-Time.

Subd. 1. The seniority list promulgated by the School District shall include the first day of employment and the licenses held.

- a) For purposes of lay off and recall, the teacher deemed senior shall be the qualified teacher with the most teaching service in the School District.
- b) As between qualified teachers with part-time service in the School District, the teacher with the most years of total teaching service to the School District shall be deemed the senior teacher.

Subd. 2. Full-time teachers shall be placed upon a separate seniority list but shall hold and exercise seniority for purposes of placement on ULA or recall within both the full-time and part-time categories.

Subd. 3. A full-time teacher shall be deemed to be senior to any part-time teacher.

Subd. 4. On those occasions when a teacher transfers from part-time teaching to full-time teaching within the category or from full-time teaching to part-time teaching within the category, the seniority of the teacher shall be governed by the following:

- a) A teacher transferring from part-time teaching to full-time teaching shall be carried on the full-time seniority list, effective the first working day of full-time employment.
- b) A teacher transferring from full-time teaching to part-time teaching shall carry the original seniority date from the full-time list to the part-time list. In addition, cumulative time of teaching service on the full-time list will be maintained, and the teacher will remain senior to those full-time teachers having less cumulative time. However, additional teaching service time on the full-time seniority list will not continue to accumulate.
- c) A teacher who transfers from one seniority list within the category to the other seniority list within the category and back again will maintain the original seniority date.

ARTICLE XV **DISCIPLINE AND TEACHER FILES**

Section 1. Representation. Prior to a conference with a teacher concerning possible disciplinary action, the School District shall advise such teacher of his/her right to representation at any such meeting. If the teacher waves the right to representation, he/she must do so in writing, and a copy of the waiver shall be furnished to the president of Education Hutchinson.

Section 2. Paid Suspension. The School Board may suspend a teacher with pay during such time an investigation into any alleged violation that could be sufficient cause for disciplinary action is being conducted. The suspension shall take effect upon receipt of the written notice of suspension by the teacher. A decision to place a teacher on paid suspension is not reviewable through the grievance procedure.

Section 3. Unpaid Suspension. A teacher may be suspended without pay, for just cause. Any such suspension is subject to the grievance procedure and may be for a period of up to ten (10) days.

Section 4. Discharge. The School Board may discharge a teacher only as described in M.S. 122A.40. Any teacher proposed by the School Board for discharge has the right to a hearing by an arbitrator as outlined in M.S. 122A.40. Proposed discharges are reviewable through the procedures contained in M.S. 122A.40, not the grievance procedure.

Section 5. Teacher Files. Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon written request. A teacher may seek, through the grievance procedure contained in ARTICLE XVI, the removal of any material contained in his/her file on the grounds that it is false or inaccurate. The teacher shall have the right to reproduce any of the contents of the file and to submit for inclusion in the file written information in response to any material contained in it. The School District may destroy such files as provided by law.

ARTICLE XVI **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition. A “grievance” shall mean an allegation by a teacher resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. If the grievance involves and affects more than five (5) teachers, the grievance may be reduced to writing and filed by Education Hutchinson.

Section 2. Representative. The teacher(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s(ies’) behalf.

Section 3. Definitions and Interpretations.

Subd. 1. The parties, by mutual, written agreement, may waive any step or extend any time limits in this procedure.

Subd. 2. Reference to “days” regarding time periods in this procedure shall refer to working days. A “working day” is defined as all week days not designated as holidays by state law.

Subd. 3. In computing any period of time prescribed or allowed by procedures in this article, 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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver. If a dispute develops, the affected teacher(s) is encouraged to discuss the issues with the building administrator. If the issues are not resolved, the teacher(s) may file a written grievance with the School Board’s designee. The grievance shall not be valid for consideration unless it is submitted in writing, 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 event giving rise to the grievance occurred, or within twenty (20) days after the teacher(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

Section 5. Adjustment of Grievance. The School District and the teacher(s) shall attempt to adjust all grievances which may arise during the course of employment in the following matter:

Subd. 1. The building administrator(s) shall meet with the teacher(s) within ten (10) days of receipt of the written grievance. Following this meeting, the building administrator(s) has five (5) days to give a written decision on the grievance to the parties involved.

Subd. 2. In the event the grievance is not resolved in Subd. 1. above, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within three (3) days after receipt of the decision in Subd. 1. above. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time and meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. The School Board reserves the right to review any decision issued under Subd. 1. or Subd. 2. above, provided the School Board or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this subdivision, the School Board reserves the right to reverse or modify such decision.

Subd. 4. In the event the grievance is not resolved in Subd. 2. above, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Subd. 2. above. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within thirteen (13) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance. Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 7. Arbitration Procedures. In the event that the teacher and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within five (5) days following the decision in Section 5., Subd. 4. above.

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator.

If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing such request is made within ten (10) days after request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided shall constitute a waiver of the grievance. Upon receipt of a list of five (5) arbitrators from the BMS, the parties shall, within five (5) days, alternately strike names from the list until only one (1) name remains, which person shall serve as the arbitrator. If the parties are unable to agree who shall strike the first name, the question shall be determined by the flip of a coin.

Subd. 4.

- a) Upon the appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 - 1. the issues involved,
 - 2. statement of facts,
 - 3. position of the grievant,
 - 4. the written documents relating to the grievance.
- b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing, with a copy to Education Hutchinson.

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

Subd. 6. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however to the limitations of arbitration decisions as provided by the PELRA.

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

Subd. 8. 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 defined and contained in this written Agreement. Nor shall any arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Grievance Form. Grievances must be filed on the form provided by the School District.

ARTICLE XVII **DURATION**

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent to the other party no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative.

The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation unless mutually agreed between the parties during the term of this Agreement.

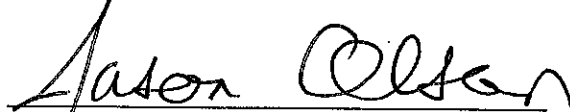
Section 4. Severability. The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

ARTICLE XVIII
SCHEDULES AND ATTACHMENTS

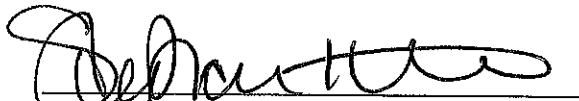
Schedule A: Salary 2023-2024
Schedule B: Salary 2024-2025
Schedule C: Extra-curricular Positions
Extra-curricular Salary
Extra-curricular Hold Harmless
Schedule D: BA+90 Eligible Teacher
Schedule E: Longevity Stipends

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


For Education Hutchinson



President



Secretary



Chief Negotiator

9-22-2023

Date

For School District



School Board Chairperson



School Board Clerk

9/25/23

Date

Schedule A
2023-2024 Salary Schedule

STEP	BA	BA10	BA20	BA30	BA40*	MA	MA10 BA+60	MA20, BA70	MA30, BA+80	MA40 BA+90
1	43616	44255	44887	45628	46502	46679	48727	50739	52616	54506
2	44940	45689	46414	47220	48087	48416	50575	52720	54617	56516
3	46263	47124	47940	48813	49775	50155	52424	54701	56617	58527
4	47586	48558	49465	50406	51433	51893	54273	56682	58617	60537
5	48909	49993	50992	51999	53097	53632	56122	58665	60618	62548
6	50232	51427	52518	53592	54764	55372	57972	60646	62617	64558
7	51555	52862	54044	55185	56437	57111	59822	62628	64618	66568
8	51555	54296	55571	56778	58113	58849	61671	64610	66619	68578
9		54296	57097	58371	59794	60588	63520	66592	68618	70590
10			57097	59964	61041	62327	65369	68573	70619	72600
11				59964	62715	64066	67219	70556	72619	74610
12					64393	65805	69068	72537	74619	76620
13					66088	67544	70917	74519	76620	78631
14								76501	78619	80641
15								78482	80620	82652
16										84662

*BA40 - This is a "closed" lane.

For each year covered by this bargaining agreement, the Licensed School Nurse, Occupational Therapist and Physical Therapist will receive regular contract salary increases equal to the average increase found in each year's salary schedule.

Schedule B

2024-2025 Salary Schedule

STEP	BA	BA10	BA20	BA30	BA40*	MA	MA10	BA+60	MA20, BA70	MA30, BA+80	MA40 BA+90
1	46685	47445	48180	48997	49876	50209	52398		54573	56496	58421
2	48026	48899	49727	50612	51587	51972	54272		56581	58523	60460
3	49368	50353	51273	52227	53268	53734	56147		58589	60551	62497
4	50709	51808	52821	53842	54955	55497	58021		60600	62580	64536
5	52050	53262	54368	55457	56645	57261	59897		62608	64606	66574
6	53391	54716	55915	57072	58341	59024	61773		64617	66635	68612
7	53391	56170	57463	58687	60040	60786	63647		66627	68663	70649
8	53391	56170	59010	60302	61744	62549	65522		68636	70690	72689
9		56170	59010	61917	63008	64312	67396		70644	72719	74727
10			59010	61917	64705	66075	69272		72655	74746	76765
11				61917	66407	67838	71146		74663	76774	78802
12					68125	69601	73021		76672	78802	80841
13									78682	80829	82879
14									80690	82858	84918
15											86955

*BA40 - This is a "closed" lane.

For the 2024-2025 school year, steps and lane advancements will be granted. The 2024-2025 salary schedule will be increased by adding 1.38% and \$1,125.00 to each placement. Teachers earning a step will move (if a step is available), then Step 1 will be then removed, and the remaining steps will be re-numbered from 2 through 16 to 1 through 15. For example, employees at MA10, step 7 in 2023-2024 will be shown on MA10, step 7 (unless moving to a different lane) in 2024-2025. This does not impact tenure, longevity increments or Qcomp stipends

For each year covered by this bargaining agreement, the Licensed School Nurse, Occupational Therapist and Physical Therapist will receive regular contract salary increases equal to the average increase found in each year's salary schedule.

Schedule C – Extra-curricular

Group IA	Group IIA	Group III
Basketball, Head	*Yearbook Advisor, High School	Baseball, Grade 9
Football, Head	Basketball, Assistant	FTC Robotics, Assistant
Hockey, Head	Basketball, Grade 10	Knowledge Bowl
Precision Danceline	Basketball, JV	Math League
Stage Manager	Cross Country, Assistant	Musical, Middle School
Swimming, Head	FFA Advisor	New World Singers
Volleyball Boys, Head	Football, Assistant	Softball, Grade 9
Volleyball Girls, Head	Football, Grade 10	Swim/Dive, Grade 9
Wrestling Boys, Head	Hockey, Assistant	Student Council, High School
Wrestling Girls, Head	Swimming, Assistant	Track, Grade 9
	Speech Advisor	Volleyball, Grade 9
Group IB	Volleyball, Assistant	Wrestling, Grade 9
Baseball, Head	Volleyball, Grade 10	
Cross Country, Head	Wrestling, Assistant	
Golf, Head		Group IVA
LaCrosse, Head		Color Guard/Drumline Assistant
Marching Band	Group IIB	HOSA
Musical Director	DECA	Marching Band, Assistant
Photographer	Baseball, Assistant	Musical Pit Director
Soccer, Head	Baseball, Grade 10	
Softball, Head	Basketball, Grade 9	
Tennis, Head	Danceline, Assistant	
Track, Head	FRC (HS Robotics)	Group IVB
Unified/Special Olympics, Head	FTC (Elem & MS) Robotics	National Honor Society

	Group IIB	Group IVB
	First Lego League	Jazz Band
	Football, Grade 9	Key Club
	Golf, Junior Varsity	Speech, Assistant
	LaCrosse, Assistant	Strength & Conditioning, Head
	Musical, Assistant	Set Builder Fall
	Musical, Costumes	Set Builder Winter (30%)
	Pep Band	Set Builder Spring (60%)
	One Act Play	
	Real World Design	Group IVC
	Soccer, Assistant	Basketball, Intramural
	Softball, Assistant	FFA, Assistant
	Softball, Grade 10	Musical, Grade 1
	Tennis, Assistant	Musical, Grade 3
	Track, Assistant	Musical, Middle School Assistant
	Spring Play, High School	Strength & Conditioning, Assistant
Note: High School Yearbook advisor will not be a paid position if it is a part of a curricular class.	Unified/Special Olympics, Assistant	Yearbook, Middle School

Schedule C: Extra-curricular

Group	Experience	2023-2024	2024-2025
Group IA	0-3 Years	5186	5186
	4-8 Years	5683	5683
	9+ Years	6176	6176
Group IB	0-3 Years	4420	4420
	4-8 Years	4924	4924
	9+ Years	5436	5436
Group IIA	0-3 Years	3728	3728
	4-8 Years	4237	4237
	9+ Years	4751	4751
Group IIB	0-3 Years	3036	3036
	4-8 Years	3544	3544
	9+ Years	4047	4047
Group III	0-3 Years	2870	2870
	4-8 Years	3378	3378
	9+ Years	3886	3886
Group IVA		2337	2337

Group	Experience	2023-2024	2024-2025
Group IVB		1778	1778
Group IVC		1306	1306

Coaches, directors or advisors who drive a group of students to an event in a School District provided vehicle will be paid thirty dollars (\$30) per trip. Coaches, directors or advisors must request payment by completing a District expense voucher.

Prior written approval from the program administrator is required.

Note: If one individual coach acts as the head coach for the girls and boys cross country teams, they will receive 1.5 times the salary listed in Schedule C Extra-curricular, Group IB.

Girls Wrestling Stipend - If the number of participants does not lead to a full girl's team and an existing wrestling coach attends additional tournaments for girl participants, this coach earns a stipend of \$600 per season.

Schedule C-1: Extra-curricular Hold Harmless

The teachers listed below will be held harmless with the extra-curricular position reclassification among Group types during the 2023-2025 contract. When the teachers listed below have ceased employment in the extra-curricular position held during this contract, this schedule will terminate.

<u>Employee #</u>	<u>Employee #</u>
3368	3962

Schedule D:

Teachers at BA+60 on this schedule will be allowed to progress one (1) lane with the completion of ten (10) graduate credits with written pre-approval of all courses by the Superintendent or his/her designee

Schedule E – Longevity Stipends

The teachers listed below by employee number were previously covered under a memo of understanding that expired as of June 30, 2011. These employees and only these employees listed will be held harmless at the amount stated until such time as they leave the full time employment of the School District. When the last teacher number listed leaves the full time employment of the School District, this Schedule will no longer be considered part of the contract.

<u>Employee #</u>	<u>Employee #</u>
1242	2917