

# **MASTER CONTRACT**

**2019 - 2021**

**BETWEEN THE SCHOOL BOARD OF  
WINONA AREA PUBLIC SCHOOLS/DISTRICT  
861**

**AND THE**

**WINONA EDUCATION ASSOCIATION  
EDUCATION MINNESOTA – NATIONAL EDUCATION ASSOCIATION**





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MASTER CONTRACT  
2019-2021

ARTICLE I

**PURPOSE**

**Section 1. Parties:** THIS AGREEMENT, is entered into between Independent School District No. 861, Winona, Minnesota, hereinafter referred to as the district, and the Winona Education Association, hereinafter referred to as 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 duration of this Agreement.

**Section 2. Binding Upon Successors:** This Agreement shall be binding upon the school board and its successor personnel and upon any school district into which or with which this district shall be merged or combined, consistent with Minnesota State Law.

ARTICLE II

**RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the PELRA, the school district recognizes the Winona Education Association as the exclusive representative of teachers employed by the district, as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all teachers of the district as defined in this Agreement and in said Act.

**Section 3. Exclusivity:** The district shall not meet and negotiate or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of the appropriate unit except through the exclusive representative.

ARTICLE III

**DEFINITIONS AND REPRESENTATION**

**Section 1. Representation:** The exclusive representative shall represent all teachers of the district. The “teacher” shall mean any person employed by Independent School District No. 861 in a position for which licensure is required by the Professional Educator Licensing and Standards Board or in a position of physical therapist, occupational therapist, and school nurse, except persons holding a tier 1 license, superintendent, all personnel identified as administrators, and those administrators in the administrative bargaining unit, and daily substitute teachers who do not replace the same teacher for more than 30 working days except as otherwise provided in this contract.

Subd. 1: Teachers:

A. Full time – A teacher recognized on the salary schedule as receiving the total salary for her/his step and training in whatever teaching capacity she/he occupies. The full time load is that which is described in the master contract, Article XV, Section 4.

B. Fractional time – A contract teacher on the salary schedule teaching less than full time, i.e., 2 hours per day for 184 days.

C. Hourly – A teacher whose teaching assignment is not full time and who teaches in the Homebound program. Rates of pay for hourly teachers shall be paid in accordance with Article IX, Section 2, Subd. 6 and 8.

ARTICLE IV

**SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the school board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the school board in conformity with the provisions of this Agreement.

**Section 2. Reservation of Managerial Rights:** The foregoing statement of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions are reserved to the school board.

ARTICLE V

**RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

**Section 1. District Information:** The district agrees to furnish monthly to the exclusive representative and to each building lounge the same information as each board member receives in the board book. Additional information of a public nature will be made available to the exclusive representative for its perusal in accordance with the right extended to any citizen.

**Section 2. School Board Agenda:** The superintendent of schools shall place on the agenda of each regular board meeting any material requested by the exclusive representative providing the request is made in writing to the superintendent's office by the deadline established for all such requests. At the discretion of the superintendent of schools or the school board chairperson matters may be added to the agenda without these time restrictions.

**Section 3. Mail Service and Bulletin Boards:** The exclusive representative may use the inter-school mail service and the P.A. system before and after school. The exclusive representative shall also have the right to post notices of activities and matters of direct concern to the organization on teacher bulletin boards, at least one of which is provided in each school building of the district.

**Section 4. Meetings:** Tuesdays, before or after the designated Building Hours, shall be reserved for meetings of the exclusive representative. Wednesdays, shall be reserved for building meetings called by principals and for other meetings as other administrators may call. Administration shall call no meetings on Tuesdays and the exclusive representative shall call no meetings on Wednesdays unless otherwise agreed to by the exclusive representative president and the Superintendent of Schools. It shall be expected that routine meetings called by the administration will be scheduled one week in advance with an agenda presented for that meeting. Emergency meetings may be called at the discretion of the administration. The exclusivity of Tuesday and Wednesday does not in any way preclude the use of any day of the week for meetings providing the above are followed. It will be an administrative direction to schedule events such as school open houses and PTA meetings on other nights whenever possible, Tuesday evenings will be reserved for the association.

**Section 5. Contract Copies:** The district shall furnish up to a maximum of fifty copies of this agreement at a cost to the exclusive representative for its use at \$1.00 per copy. The district shall also provide the exclusive representative two copies of the seniority list.

**Section 6. Exclusive Representative Dues Deductions:** The exclusive representative shall, by August 15 of each year, inform the business office of the amount of dues to be deducted from members. The Employer shall adhere to the specific provisions in each dues check –off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. Dues shall be deducted from the paychecks of such members in twenty-four (24) equal installments beginning on September 15. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office within that week.

A list of all new teachers employed by the district, including hours of employment, shall be delivered to the exclusive representative at the beginning of each school year. Changes which occur during the year as a result of changes in hours of employment, hiring's, resignations shall be provided to the exclusive representative as they occur, but within 15 duty days of the occurrence. Upon request to the business manager, a listing of the total dues deducted from individual members shall be provided to the exclusive representative. Such requests shall be limited to two times annually.

**Section 7. Exclusive Representative Days and Leave:**

**Subd. 1.** Each year the exclusive representative shall be credited with 45 days, non-cumulative leave, without loss of pay, to be used by teachers who are officers or agents of the exclusive representative. Requests for such leave days shall be made through the president of the exclusive representative and directed to the superintendent's office. The exclusive representative agrees to notify the above office no less than 24 hours prior to the date of intended use of such days. The days may be used in either full or fractional increments at the discretion of the exclusive representative. In the event that all 45 leave days have been used, the WEA and administration may mutually agree to additional leave.



Subd. 2. A member of the exclusive representative appointed or elected to serve as an officer of the state and/or national organization, or a member of the staff of such organization shall be granted leave, without pay, for the time required to fulfill the duties and obligations of that office. Upon return from such leave, the teacher shall be placed on the salary schedule at the next step following the last held by the teacher. Seniority for the time spent on leave shall be granted for all purposes other than placement on the salary schedule.

Subd. 3. Members of the exclusive representative appointed or elected to serve as officers of the state and/or national association shall be granted leave, without pay, for the time required to fulfill the duties and obligations of that office.

Members of the exclusive representative elected to serve as board members of the state and/or national association shall be granted up to 15 days leave per school year for time required to fulfill the duties and obligations of that office. The member shall notify the superintendent at least 24 hours in advance with copies of that notice to be sent to the president of the exclusive representative. If the district hires a substitute to replace the board member during the absence, the pay of the substitute shall be deducted from the excused teacher's pay.

## ARTICLE VI

### TEACHER RIGHTS

**Section 1. Publication of Contract:** Copies of this Agreement will be printed at the expense of the district within thirty (30) days after the agreement is signed and duly approved by formal action of the School Board and the exclusive representative. Copies of the agreement will be distributed to all teachers now employed, and hereinafter employed, by the district. District policy books will be available on the district website.

**Section 2. Individual Contract:** Any individual contract between the board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this contract. Any individual contract hereafter executed shall be in the forms provided in Appendix C and shall be expressly made subject to and consistent with the terms of this or subsequent contract to be executed by the parties. If an individual contract contains any language inconsistent with this contract, this contract, during its duration, shall be controlling.

**Section 3. Personnel Files:** The district shall maintain one permanent employee personnel file. This file shall contain materials that are related to her/his employment. Working copies of dated evaluations and dated corrective action requiring administrative attention shall be available in the respective buildings for necessary reference. These working files are not official personnel files and are subject to current state law.

In regard to minor infractions and deficiencies, only recurring minor infractions, irregularities and deficiencies shall be entered into the employee's personnel file. No letter or accusation shall be placed in an employee's personnel file without the author identified.

Further, each teacher shall be promptly furnished with a copy of all evaluative and disciplinary entries placed in the permanent personnel file. No such correspondence shall be done solely by electronic means. Each teacher shall have the right to place in her/his personnel file a rebuttal statement attached to the relevant document. Contents of the teacher's permanent personnel file shall be disclosed to that teacher upon request and to the exclusive representative upon written request of the teacher.

Only the permanent personnel file may be used as evidence in any disciplinary action or hearing.

Subd. 1. The employee shall be granted the right to remove after seven years material of a disciplinary nature, providing the matter has been successfully resolved and no further related incidents have occurred. Exceptions to this removal policy are matters that deal with physical and sexual abuse or sexual harassment and violence.

**Section 4. School Facilities:** The district will attempt to maintain and equip classrooms to effect no less than adequate teaching. Teachers shall be provided with the supplies necessary to meet daily instructional needs and the district shall make a reasonable effort to provide an adequate place in which to teach within the limits imposed by district finances and existing facilities.

Subd. 1. Technology Maintenance: The district shall provide necessary employees to set up and maintain all technological equipment.

**Section 5. Staff Development Committee:** The Staff Development Committee shall consist of eleven (11) elected teachers, at least one of whom shall be a special education teacher, one representative from the non-licensed group, one school board member or her/his designee, a principal from each school level, the district curriculum and instruction director, one parent from the district, and one representative from a college of education in the community. The election of the eleven (11) teacher members is to be conducted by the exclusive representative. The length of term for each committee member will be two years. Teacher members of this committee shall be afforded release time without loss of pay for any meetings under this section that are called during the school day.

**Section 6. Staff Development:** Teachers shall have equal access to all staff development programs. A "menu" system of programs shall be utilized to ensure choice based on personal development needs. The intent of any staff development program is to improve and/or update teaching methods and/or update content taught. Staff development programs or any component of said programs shall not be used for the purpose of teacher evaluation. Program menus will be generated by the staff development committee as defined in Article VI, Section 5.

Teachers involved in staff development will not receive additional compensation for hours out of their classrooms on a contract day. Staff development involvement requested by the district during non/contract days will be compensated at the hourly rate established for staff development activities. No additional stipend will be paid.

**Section 7. Education Policy Committee:** The exclusive representative shall select a committee of five (5) teachers to meet and confer with a committee of the board consisting of one

School Board member or her/his designee, the Superintendent and two other administrators on matters not included in this Agreement relating to services being provided to the public in accordance with Minnesota Statute 179A.08. Teacher members of this committee shall be afforded released time without loss of pay for any meetings under this section that are called during the school day.

**Section 8. Released Time, Continuing Education Committee:** Teachers serving on the Continuing Education Committee will be provided released time from their classes without loss of pay for the periods required during the school day to perform their duties at properly called committee meetings.

**Section 9. Committee Membership Selection:** The members of any newly established district committee, which impacts on teachers or their working conditions, shall be selected jointly by the superintendent or her/his designee and the exclusive representative.

**Section 10. Site Teams:** All decisions and determinations made by site teams must follow Board Policy, state and federal law, and the teacher master contract.

**Section 11. Qualifications of Teachers Employed:** All new teachers employed by the district for a regular teaching assignment in the elementary and secondary schools must meet the minimum requirements to obtain a teaching license from the Minnesota Professional Educator Licensing and Standards Board. Teachers shall be assigned to subject areas or grades indicated on their teaching licenses. Study halls may be assigned to licensed teachers as part of a normal teaching load.

**Section 12. Summer School Teaching:** Summer school or evening school offerings shall be posted in each school building as soon as they are determined. Teachers under contract with District 861 shall have priority for all available positions. Assignments will be made from qualified applicants. The responsibility of approving those assignments rests with the school board.

**Section 13. Subcontracting:** All curricular, co-curricular, and extra-curricular assignments normally conducted by members of the bargaining unit shall be retained within the unit, and the district shall not employ, assign, or contract with any person outside of the bargaining unit to perform such assignment(s) unless no qualified teacher is available within the bargaining unit to accept such assignment(s).

If a person from outside the bargaining unit is employed for a co-curricular or extra-curricular assignment because no qualified teacher is available within the bargaining unit, the person from outside the bargaining unit may be asked to return to the same assignment the following year without posting the position to bargaining unit members.

**Section 14. Educational Assistants:** When educationally necessary, as determined by the administration, educational assistants may be employed at any institutional level. Educational Assistants will be under the supervision of the teacher and building principal. They shall not be employed to occupy positions normally filled by licensed teachers.

**Section 15. Class Size:** Minnesota Department of Education recommendations or regulations regarding class size will be used as a guide in determining the pupil teacher ratio. Where maximum class size must exceed the Minnesota Department of Education recommendations or regulations, students will be equitably distributed among the teachers assigned to that subject and or grade level, consistent with good educational policy which shall recognize, but not be limited to, such conditions as classroom size, student safety where safety is an inherent problem, capability and preparation of teachers, and learning ability and the behavioral difficulties of students.

**Subd. 1.** At the District's discretion, licensed staff shall be allocated and assigned to each instructional facility of the district to provide programs in the areas of special education, health services, media instruction and guidance and counseling services as it appears in the best interest of students and education in the district.

**Subd. 2.** No interactive technology course will be offered which includes more students than would be in a regular class of the same subject.

**Subd. 3.** The District will provide equitable educational experiences for all students. Students with special needs, recognized through formal staffing procedures, may be included in regular classes. If educational or safety concerns exist for either the student or the classroom, the classroom teacher may refer those concerns to the building principal for further evaluation by the IEP team.

**Subd. 4.** A teacher instructing through interactive-television shall not be responsible for student behavior and attention to task at the remote site.

Arrangements shall be made at the receiving site to maintain classroom discipline and student attention to task.

**Section 16. Visiting Days:** Each teacher shall be allowed one visiting day per year without loss of pay to visit another school. Visiting days shall be requested a minimum of five school days in advance. The request shall be made in writing and include the school to be visited, the area of interest to be observed, and how the visit fits the mission of the building or the district. Arrangements for a visiting day may be made by the teacher or administrator. A report of the visit shall be made to the building administrator upon his/her request within one week after the visitation. This report may be written or verbal at the discretion of the building administrator. Visiting days will not be allowed for a day which immediately precedes or follows a vacation, personal day, or holiday. To gain maximum benefits from the visit no visiting day shall be taken after May 1 for the balance of the school year except the superintendent may, at his/her discretion, permit visiting days after May 1. All visiting days are taken at the teacher's expense, except in cases where the administration requires or requests the teacher to take a visiting day. In such instances full expenses shall be paid by the district.

**Section 17. Just Cause:** No tenured teacher shall be disciplined or denied a scheduled salary increase or deprived of any professional advantage without just cause. Any such denial or discipline shall be subject to the professional grievance procedure set forth in this contract. All

information forming the basis for disciplinary action will be made available to the teacher and upon written consent of the teacher involved to the exclusive representative.

**Section 18. Teacher Assignment:** All firm teaching assignments shall be posted in each respective building by May 15 of each year, subject to change until all assignments have been made. Teachers affected by such changes shall be notified immediately in writing.

**Section 19. Teaching Vacancies and Transfers:**

**Subd. 1: Vacancies:** Teaching vacancies in the district, or new positions, shall be posted in the central offices, and on the district website, as they become known. Where known, posting shall indicate grade level or subject matter and building. All such postings shall periodically be included in communications from the Human Resource Office. During the summer months after school is out and prior to the start of the new school year, the postings will appear in the office of the director of human resources.

**Subd. 2: Voluntary Transfers:** Teachers who desire to change grade, subject matter or building assignment, must file a written statement of such desire on the standard district form supplied by the building principal or the director of human resources. Such request will be removed from the files on September 1 of each year. Teachers must submit a new statement after September 1 for the school year which follows. A teacher denied a transfer request may confer with the superintendent, and, upon request, shall have the denial in writing containing reasons for said denial.

**Subd. 3: Involuntary Transfers:**

- A. Before making an involuntary transfer/or change the School District will solicit volunteers for the transfer.
- B. In the event no satisfactory volunteer is found, a teacher transferred involuntarily shall, upon request made to the human resources office, receive written reasons for the involuntary transfer.
- C. In the event a more senior staff member has been involuntarily transferred when there is a staff member with less seniority who is fully licensed for the placement, the senior staff member may request of the superintendent, within five days from the notice of involuntary transfer, a meeting to discuss the involuntary transfer and review the educational reasons for the involuntarily transfer. The meeting shall include the superintendent of schools, the director of human resources, the current principal involved in the transfer, the teacher rights representative, the WEA president and one teacher appointed by the WEA president.
- D. In the event a senior staff member requests a meeting with the superintendent, the involuntary transfer shall be subject to the approval of the superintendent of schools following said meeting. The decision of the superintendent shall not be subject to the grievance procedure. A grievance may be filed if the procedure outlined in Section 19 is not properly followed.

Subd. 4: School Closings and Position Eliminations: In the event of school closures or eliminated positions, those teachers effected by the closing or eliminated position shall be notified of all available positions for which they are licensed. In accordance with the vacant positions each teacher shall select one of the following as her/his first priority: 1) grade or grade block, 2) subject matter, 3) building. In case of identical priorities, the transfer process will be as specified in Subd. 3.

Subd. 5. The practice of the district shall be to effect needed transfers which appear to be in the best interests of students and education in the district. After the procedures outlined in Subd. 1 through 4 are exhausted the district reserves the right of selection, direction, and number of personnel as provided under PELRA, 179.66, Subd. 1.

**Section 20. Employment Reduction and Subsequent Rights:**

Subd. 1. Any teacher who voluntarily reduces her/his level of employment shall have the right to return to her/his previous level of employment upon request providing seniority to a job exists. The teacher must declare interest in returning to full time employment by February 1. The Department of Human Resources shall issue one reminder at the time the reduction is approved regarding the need to declare interest in returning to full time employment by February 1.

Subd. 2. Any teacher who is less than full-time shall receive consideration for any full-time vacant teaching position that occurs. In such circumstances, the school board shall seek the best qualified candidate. Teachers employed less than full-time in the district shall be given preference, unless outside applicants have substantially superior qualifications. When a fractional time teacher is hired for a full-time position, her/his seniority shall accrue on the full-time seniority list from the record date of hire as a full-time teacher. This clause shall not change the seniority rights of any teacher on unrequested leave.

**Section 21. Maintenance of Standards:** This contract shall not be interpreted or applied to deprive teachers of professional advantage or to modify the working conditions heretofore specifically enjoyed unless expressly stated herein. Nor shall it be interpreted or applied to deprive the district of any of the services of the teachers heretofore enjoyed unless expressly stated in this contract.

**Section 22. Teacher Evaluation:**

Subd. 1. The primary objective of the teacher evaluation procedure set forth in this article shall be the improvement of instruction.

Subd. 2. All teacher evaluations shall be made in writing and shall be conducted openly and with full and prior knowledge of the teacher. Evaluations shall only be conducted by a licensed building principal, associate principal, or other licensed administrator. This language shall not limit the opportunity for the building principal, associate principal, or other licensed administrator to conduct informal drop-in visits. This informal drop-in visit shall not be used as part of a formal evaluation procedure, nor shall it be entered into the official permanent personnel file.

The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of the teacher shall be prohibited.

Subd. 3. A hard copy of the evaluation instrument used by the supervisor during the evaluation procedure must be provided to the teacher prior to the observation.

The evaluation report shall be discussed within three (3) working days at a conference between the supervisor and the teacher. Two (2) hard copies of this written evaluation report shall be submitted to the teacher; one (1) to be signed and returned to the administration, and the other to be retained by the teacher. The teacher shall have the right to add remarks or other information pertinent to the report. Such remarks shall be attached to the original reports and shall contain the signature of the teacher and person preparing the evaluation report.

Subd. 4. Probationary teachers shall be evaluated at least three (3) times during the school year. Each evaluation shall be for a full class period. Tenured teachers shall be evaluated under an administrative policy that is consistent throughout the district.

Subd. 5. If after such evaluations the supervisor finds deficiencies in the teacher's work performance, the district shall provide the teacher with specific and reasonable written recommendations, in hard copy format, for improvement. In order to implement the recommendations, the district shall also provide the teacher with constructive assistance, including time during the workday, material resources and consultant services. The teacher shall be given a reasonable period of time to implement these specific recommendations. A teacher assigned to the remediation cycle of the district evaluation policy shall be allowed to transfer to another building if it is in the best interest of instructional improvement; such transfer shall remain at the discretion of administration.

Subd. 6. Upon completion of a reasonable period of time necessary for the implementation of any specific recommendations, at least two (2) additional evaluations shall be held. After completion of these required evaluations, the observer shall prepare a comprehensive evaluation report which shall acknowledge the strengths of the teacher's performance as well as the deficiencies, if any, and shall note all of the data and information used to support the evaluative conclusions made by the supervisor.

A hard copy of the comprehensive evaluation report shall be provided to the teacher at least five (5) days prior to placement of the report into the teacher's personnel file.

Subd. 7. Any teacher who believes that an evaluation of her/his performance is unjust, incorrect, or unfairly administered, shall have the right to file a grievance pursuant to the grievance procedure of this agreement.

**Section 23. Peer Coaching:** The purpose of peer coaching is to provide for increased instructional effectiveness for all Winona teachers, both probationary and tenured. Peer coaching is understood to be peer mentoring or peer review. This section is intended to meet the requirements of MS 122A.40 Sub 8.

A peer coaching committee will be established to jointly develop the peer coaching process for the Winona School District. The committee shall be made up of six (6) members, three (3) members selected by the School District and three (3) members appointed by the Winona Education Association.

The peer coaching process jointly developed shall adhere to the following understanding:

Subd. 1. The process is voluntary, both for the coach and the recipient, except for teachers involved in the remediation process.

Subd. 2. Any documents generated through the peer coaching process shall be the property of the teacher being coached.

Subd. 3. Any time and expenses needed for training or the actual coaching shall be provided in the School District Staff Development Plan.

Subd. 4. Peer coaching will never be part of a summative evaluation or used to discipline or terminate a teacher.

Subd. 5. Before the peer coaching process is implemented, the process will be ratified by the Winona Education Association and the Winona School Board.

**Section 24. Televised Instruction:** The teacher's written approval must be obtained prior to making and using video tapes for televised instruction.

## ARTICLE VII

### PROFESSIONAL ETHICS

**Section 1. Code of Ethics:** The district shall recognize "A Code of Ethics for Minnesota Teachers" dated October 1978, as the acceptable criteria for professional behavior. The district and the exclusive representative shall accept the responsibility to deal with ethical problems in accordance with the terms of this code.

**Section 2. Delinquencies:** The district or its representatives shall notify the teacher in writing of alleged delinquencies and indicate expected correction and a reasonable period for such correction. Teachers shall not be dismissed until they have demonstrated their inability or disinclination to comply. Alleged breaches of discipline or of the Code of Ethics for Minnesota Teachers shall be promptly reported to the offending teacher and to the exclusive representative. The exclusive representative and/or the district will use every effort available to correct breaches of professional behavior by any teacher, and have the right to institute proceedings against the offending teacher.

## ARTICLE VIII

### IN SERVICE REQUIREMENTS OF THE DISTRICT

**Section 1. Teachers Without a Life Certificate:** Teachers who do not hold a life certificate will be deemed to have met the in-service requirements if said teachers meet the requirement for renewal of their certificates under the teachers continuing education requirement.



**Section 2. Teachers with a Life Certificate:** Teachers who hold a life certificate must earn 60 continuing education clock hours approved by the Continuing Education Committee during each five-year period they are employed by the district.

**Section 3. Failure to Comply:** Life certificate teachers who fail to meet the in-service requirement by September 1 of any given year will be denied any salary increase for that year. Any future increases in salary may be denied if teachers fail to meet the in-service requirement. Teachers without a life certificate are covered under the Continuing Education regulation.

## ARTICLE IX

### BASIC SCHEDULES AND RATES OF PAY

**Section 1. 2019-21 Elementary and Secondary Salary Schedules:** The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2019-21 school years.

**Section 2. Placement on Salary Schedule:** The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

**Subd. 1. Effective Date:** Except as may be otherwise provided herein, individual contracts will be modified to reflect lane changes three times each year effective on September 1, January 1, and June 1 providing a transcript of qualified credits is submitted to the superintendent's office prior to the effective date. Salary to be adjusted from the effective date forward. If a transcript is not available, other satisfactory evidence of successful completion of the course will be accepted pending a receipt of the official transcript.

**Subd. 2. Prior Experience:** An entering teacher who has had experience in any school system will be placed on the salary schedule at the step corresponding to her/his experience and training. Non-teaching experience that may have relevance to a prospective teacher shall be evaluated by the administration and recommendations made to the school board for credit for such experience prior to the signing of the first contract with said teacher. A written explanation shall be furnished to the teacher of any credits not used for placement on the salary schedule within thirty (30) days from the date of employment.

**Subd. 3. Vertical Movement:** Teachers moving vertically on the salary schedule shall be limited to one vertical step per year. One additional year of teaching results in one vertical step. No vertical step movement shall be granted for the 2009-2010 school year.

**Subd. 4. Horizontal Movement to the M.A. and Beyond the M.A.:** Credits to advance horizontally on the salary schedule to the B. A. +15 quarter credits, the B. A. +30 quarter credits, and the M. A. equivalency lanes must have been earned after the bachelor's degree has been awarded by an accredited institution and may be either graduate or undergraduate credits. Credits used to advance horizontally to the M. A. +15 quarter credits and the M. A. +30 quarter credits lanes must have been earned after the master's degree has been awarded by an accredited institution, and may be either graduate or undergraduate credits. Prior written approval must be obtained. After discussion of educational objectives with the teacher, the building administrator

shall approve credits based on District policy. A teacher may appeal the administrator's decision to the Superintendent.

Subd. 5. Pro-rated Salaries: Teachers who are employed less than full time, exclusive of Homebound covered in other language, shall advance one vertical step on the salary schedule after having taught 500 hours in District 861 in any one school year. A teacher may advance one vertical step when her/his total teaching hours equals or exceeds a total of 905 hours. Teachers in less than a full time assignment shall be available to students for consultation one-half hour each day in addition to the hours actually taught without additional compensation. They shall be paid commensurate with their experience and training as they fit on the salary schedule after Subd. 2 of Section 2 has been implemented. Secondary and elementary classroom teachers with regular full size classes shall be paid on the basis of one-fifth of the scheduled daily salary for each hour taught. The rate of pay for counselors and librarians shall be computed on the basis of six hours, i.e., one-half time librarian would work three hours on site.

Subd. 6. Homebound Teachers: These teachers shall be paid at 100% of Step V of their established lane, or their actual position on the schedule, whichever is lower.

Subd. 7. Substitute Teachers:

- A. Substitute teachers shall be compensated at a rate not less than school district policy.
- B. Long-term substitutes: Beginning with the 20<sup>th</sup> day of a single assignment the substitute shall be considered a long-term substitute. A single assignment shall be defined as substituting for a particular teacher's district granted leave and extended leave.
- C. Beginning with the 20<sup>th</sup> day of a single assignment the long-term substitute shall be paid commensurate with his/her training and experience as per the established salary schedule, Appendix A of the Teacher Master Contract. The long-term substitute shall be placed on the salary schedule commensurate with his/her training and experience except that the placement will be no higher than Step VI.
- D. Long-term substitutes shall earn one day of medical leave for every 15 days taught. On the 20<sup>th</sup> day of a single assignment, a substitute now qualifies as a long-term substitute and has accumulated one medical leave day. On the 30<sup>th</sup> day of a single assignment, the long-term substitute shall have two days accumulated, on the 45<sup>th</sup> day they shall have three days, etc. This medical leave shall not accumulate beyond the assignment from which it was earned.
- E. Long-term substitutes shall be compensated at current rate of pay for attendance at district workshops.
- F. Long-term substitutes shall be compensated at current rate of pay for emergency closing called by the superintendent.
- G. Substitute teachers shall not accrue seniority unless the substitute teacher has been hired to fill a position vacated by death, resignation, or termination.

H. Substitute teachers shall be eligible to participate in the district health insurance plan at their own expense if they meet the district criteria established for determining eligibility under the Affordable Care Act.

Subd. 8. Hourly Rate: For the purpose of this article, the hourly rate of pay for student classroom/instructional contact time is defined and computed as an amount equal to one fifth of the salary divided by the annual teaching work days or  $1/5 \times$  scheduled salary divided by annual teacher work days. All over-load situations are computed in this manner.

Subd. 9. Payment Schedule: All full-time and fractional-time teachers who have contracted for a yearly salary will have their salaries spread equally over a 12-month period and such teachers will be paid on the 15<sup>th</sup> day of the month and on the day prior to the last day of each month that banks in the district are open to transact business. All other teachers will be paid on the 15<sup>th</sup> day of the month.

Each employee's pay shall be deposited electronically in any Automatic Clearing House (ACH) bank in the United States of America. The electronic data shall be taken to the financial institution for processing two business days before each pay day. Each employee shall furnish to the School District the following information:

1. Bank routing number
2. Bank account number for employee
3. Type of account (savings, checking)

Electronic deposit will be the only method used to pay employees. Upon written request a payroll remittance advice will be generated each pay day for each employee listing the same items normally listed on a payroll check stub.

Payments pursuant to Article XVII will be made on the second payment period of the month.

Payments pursuant to Article XVIII shall be paid in the following manner:

Fall Activities:	September 30 and November 30 (equal installments)
Winter Activities:	December 30 and February 28 (equal installments)
Spring Activities:	March 30 and May 30 (equal installments)
Summer Activities:	July 30
Year Long Activities:	December 30 and May 30 (equal installments)

Activities that do not run the entire season will be paid in one payment at the end of the event.

Administration will classify all activities in the above referenced classes.

Deductions from paychecks will be made for the following purposes:

- A. State and federal income tax withholding.
- B. Insurance premiums
- C. Teachers' retirement and social security.

- D. The district has a sheltered annuity plan available. All interested teachers should contact the business office for further information. Sheltered annuities are open three times a year, on October 1, February 1, and May 1; the business office must be informed by October 1, February 1, or May 1 if a teacher wishes to obtain a sheltered annuity, or add to or separate from such annuity.

Teachers who desire to drop their tax sheltered annuity during a school year other than at the beginning or conclusion of one may do so upon written request to the business office and subsequent notice the teacher gives to the annuity carrier or agent.

The district shall send to the appropriate vendor's tax-deferred monies deducted from employee paychecks within two (2) business days of each regular payday.

- E. Membership dues in exclusive representative organization.  
F. United Way in 24 equal payments.  
G. IMPACE  
H. Deferred compensation matching plan.  
I. NEA PAC in 24 equal payments. Teachers may elect one of two standardized payments.  
J. Winona PAC in 24 equal payments. Teachers may elect one of two standardized payments.  
K. Winona Area Public Schools Foundation

Subd. 11. Benefits or Rights: Persons employed pursuant to subdivisions 6 and 7 of Article IX shall receive no benefits or rights except as may be specifically set forth for such persons in these subdivisions of Article IX, other articles of this agreement, or as otherwise provided by law.

## ARTICLE X

### RETIREMENT INCENTIVE

Section 1: Teachers who have completed at least 15 years of teaching service of at least 60% of a full contract with District 861, and who are at least age 55 as of June 30 in the school year during which an application for a retirement incentive is made, shall be eligible for the retirement incentive upon submission of a written request for retirement to the school board.

Subd. 1. Full time teaching service in District 861 schools for a period not less than 15 total years is mandatory in order to be eligible for the full retirement incentive detailed in this article.

Subd. 2. Teachers with fractional years of service (60% or greater) for a period not less than 15 total years, shall be eligible for a prorated retirement incentive based on the average of the greatest 15 years of qualifying service. For example, an employee who worked a total of 20 years, with 16 years at 60% and 4 years at 100%, would earn a proportional contribution of 70.7% of the retirement incentive.

Section 2: Eligible teachers will receive \$40,000 which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The \$40,000 will be placed in the teacher's account by September 1 of the year of retirement

unless the request for retirement was not submitted by April 15<sup>th</sup> in which case one half of the retirement incentive will be placed in the teacher's account on the following January 15<sup>th</sup> and one half of the retirement incentive will be placed in the teacher's account on July 15<sup>th</sup> of the subsequent fiscal year. In the event of a medical emergency forcing retirement a request may be made to the superintendent for a waiver of the retirement deadline.

**Section 3:** Teachers who are participating in the district's health insurance program at the time of retirement shall be eligible to remain in the existing program at their own expense. The teacher's spouse may remain on the program at his/her own expense until he/she is eligible for medicare.

If the retiring employee elects district-sponsored health insurance, the district will pay the monthly premium through the end of the calendar year in which the employee retires. The total premium amount from the date of retirement until the end of the current calendar year will be calculated at the time of retirement and deducted from the employee's retirement incentive. The remainder will be deposited into Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System.

**Section 4:** A retirement incentive will not be paid to any teacher who has been discharged by the district.

**Section 5:** Any amount of unemployment insurance which the teacher received and for which the district is required to pay into the unemployment compensation fund pursuant to Section 268.06, Subd. 25, at any time after the teacher has terminated employment with the district may be deducted by the district from the amount of the teacher's retirement incentive or recovered by the district from the teacher up to the amount of the retirement incentive.

**Section 6:** Providing the other sections of Article X have been met, experience from districts which consolidated with District 861 can be counted toward the 15 years requirement referred to in Section 1 above. This provision is not retroactive to others who may have retired prior to the existing contract.

**Section 7:** Teachers eligible for the retirement program shall have the payment amount reduced by the total matching 403b dollars paid by the district over the teacher's career unless such a reduction has been made to the severance benefit as per Article XI Section 5. Teachers eligible for the retirement program shall have the payment amount reduced by the total dollars paid by the district into the Healthcare Savings Account over the teacher's career.

**Section 8:** Starting with the 1998-99 school year, the School District will make a contribution to a 403(b) matching contribution plan approved by the district in accordance with Minn. Stat. 356.24, as amended. (See Article IX, Section 2, Subd. 10, I.) Full-time teachers will be eligible for match amounts as indicated below:

Years of Service In the District 6-10	Match amount \$370
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11-14	420
15-20	660
Beginning with 21 <sup>st</sup> year	1020

A teacher shall notify the School District of his/her intention to begin or increase the amount of participation in the 403b match plan by May 1 of each school year. Such participation shall continue at the specified amount unless the teacher notifies the district of a change.

403(b) matching contribution plans shall be approved by the district based on the recommendation of a district committee, representative of all district employees, after a review of proposals submitted by qualified vendors. Vendor selection shall be reviewed by the district committee every three years. The first committee meeting shall be in October of 2010.

**Section 9:** Starting with the 2005-2006 school year, teachers starting the school year who are age 50 with a minimum of 15 years of full-time service and for the years thereafter that a teacher continues with full-time employment, the district will contribute \$2000 annually into a healthcare savings account administered by the Minnesota State Retirement Association. This payment shall be placed into the teachers account by November 1<sup>st</sup>. Upon retirement the cumulative amount of the deposits made for the teacher into the account will be subtracted from \$40,000 retirement incentive.

## ARTICLE XI

### SEVERANCE PAY

**Section 1.** Full time teachers who are at least 55 years of age before September 1 and have taught a minimum of 15 years in Independent School District No. 861 shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the school board on/before June 1.

**Subd. 1.** Subject to the limitations listed below, the school district will contribute an amount equal to 10% of their last contract year salary and \$10 per day for each day of unused sick leave up to 195 days directly into the retiree's 403(b) account. The retiree will not receive any direct payment from the school district for retirement pay. The district shall provide the contribution information to the employee for the previous twelve months. The employee will submit the calculation for the maximum deferral from his/her vendor. The 403(b) contribution shall be paid by the district in one payment made on or about January 15 of the year immediately following the resignation or retirement, unless the severance amount exceeds the allowable maximum contribution level, in which case the remainder of the payment will be made the following January 15<sup>th</sup>.

**Subd. 2.** In the event that a retiring teacher obtains employment following retirement that provides health and hospitalization insurance in which the employee participates, the district shall no longer be required to offer coverage.

**Subd. 3.** If a teacher dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Subd. 4. A teacher participating in this program does not waive any rights or claims to additional sums due under the Early Retirement Incentive Program, Article X.

Subd. 5. Teachers eligible for severance shall have the payment amount reduced by the total matching 403(b) dollars paid by the district over the teacher's career unless such a reduction has been made to the retirement benefit as per Article X, Section 9.

**Section 2:** Part-time teachers who are at least 55 years of age before September 1 and have taught a minimum of 15 years in Independent School District 861 shall be eligible, on retirement, to receive severance pay equal to 10% of the last contract year's salary.

Subd. 1. Teachers eligible for severance shall have the payment amount reduced by the total matching 403(b) dollars paid by the district over the teacher's career.

## ARTICLE XII

### PHASED RETIREMENT

**Section 1.** Pursuant to Minnesota Statutes 354.444 and district administrative guidelines, a teacher who is at least 62 years old shall be eligible to request phased retirement and may do so by submitting an application to the district. The application for phased retirement shall include the desired full time equivalency the teacher is requesting to work, the teacher's preferred assignment, and whether the teacher is requesting a return to work agreement for one or for two years.

1. Seniority Date: The seniority date for all rehired retired teachers will be the most recent employment date, the date the return to work agreement is signed by the teacher. Rehired retired teachers shall be placed on the part time seniority list. Regardless of the seniority date, a rehired retired teacher shall remain employed by the district during the term of the return to work agreement unless terminated pursuant to M.S. 122A.40.
2. Employment: The rehired retired teacher's employment with the district shall end at the conclusion of the return to work agreement. This does not preclude the teacher from requesting phased retirement in the future.
3. Compensation: District 861 retired teachers who are rehired by the District shall be compensated based on their placement on the salary schedule at the time of their retirement. Retired teachers from other districts who are hired by District 861 shall be placed on the salary schedule based on education and experience.
4. Benefits: Benefit coverage is subject to any part of the contract limiting the rights of part time employees, however, rehired retired teachers under this article, will be paid a stipend (ordinary income) equal to the prorated amount of the District's contribution to the group insurance plan in which the teacher participated in immediately prior to the retirement. (i.e. a (.5) FTE retired rehired teacher will receive (.5) of the District's contribution.)

5. Sections of the Master Agreement not Applicable: Retired teachers who are hired/ rehired by the District shall not be eligible for the following articles of the Master Agreement:
- Article X Retirement Benefits
  - Article XI Severance Pay
  - Article XIII Section 5 Teaching Leave
  - Article XIII Section 6 Exchange Leave
  - Article XIII Section 11 Sabbatical Leave
  - Article XIII Section 14 Longevity Leave
  - Article XIII Section 15 Unpaid Extended Leave of Absence

## ARTICLE XIII

### GROUP INSURANCE

#### **Section 1. Health and Hospitalization Insurance:**

Subd. 1. Single Coverage for Full-Time Employees: Beginning January 1, 2021, the district shall contribute a monthly sum not to exceed 90% of the lowest deductible, high-deductible plan toward the insurance premiums for individual coverage for each teacher employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. (For example, if the district has a \$2,200 HDP and \$3,000 HDP, district contributions would be calculated using the \$2,200 HDP). District contributions for health insurance premiums will be spread evenly throughout the participation year. If the School District contribution exceeds the premium cost, no reimbursement will be made to the teacher. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each teacher participating in the district's High-Deductible Plans will establish a qualifying Health Savings Account (HSA). The district shall deposit an amount equal to the plan's deductible, not to exceed the IRS contribution limit, into the employee's HSA at the beginning of the insurance plan year for each teacher employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. Employee shall have the option to choose any one of the district's plans.

Subd. 2. Family Coverage for Full-Time Employees: The district shall contribute a monthly sum not to exceed 50% of the lowest deductible, high-deductible plan toward the insurance premiums for each teacher employed by the district who qualifies for and is enrolled in a district sponsored group family health and hospitalization plan. (For example, if the district has a \$4,400 HDP and \$6,000 HDP, district contributions would be calculated using the \$4,400 HDP). District contributions for health insurance premiums will be spread evenly throughout the participation year. If the School District contribution exceeds the premium cost, no reimbursement will be made to the teacher. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each teacher participating in the district's High-Deductible Plans family insurance coverage will establish a qualifying Health Savings Account (HSA). The district shall deposit an amount equal



to the deductible of the equivalent single coverage high-deductible plan, not to exceed the IRS contribution limit, into the employee's HSA at the beginning of the insurance plan year for each teacher employed by the district who qualifies for and is enrolled in a district group family coverage health and hospitalization plan.

Subd. 3. Fractional Time Teachers: Fractional time teachers employed for 60% of a full contract receive a prorated contribution toward their insurance benefits, i.e. 80% of a full contract receives 80% of the district contribution toward the appropriate plan.

Subd. 4. In the event a teacher employed by the district who qualifies for insurance is married to a district employee who qualifies for insurance, at the request of the employees, the district shall contribute an amount equal to the sum of both employees single insurance benefit toward family coverage.

**Section 2. Term Life Insurance:** The district shall pay the full premium for a \$25,000 term life insurance policy for all teachers who work 60% or more of a full contract. Teachers shall have the option to purchase up to \$75,000 of additional coverage in multiples of \$15,000 at the group rate.

**Section 3. Conversion:** To the extent that the plan entered into by the district so provides, a teacher leaving the employment of the district may convert any insurance of this article to individual coverage.

**Section 4. Long Term Disability:** The district will provide an income protection insurance policy that will pay teachers 2/3 of their salary with a maximum of \$3,000 per month to age 65 after a 120 day waiting period.

**Section 5. Dental Insurance:**

Subd. 1. Single Coverage: The district shall pay in full the annual premium for individual coverage for each teacher employed by the district who qualifies for and is enrolled in the district group dental plan.

Subd. 2. Family Coverage: The district shall contribute a sum equal to the full annual contribution for single coverage toward the annual premium for family coverage for each teacher employed by the district who qualifies for and is enrolled in the district group dental plan. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Subd. 3. Fractional Time Teachers: Fractional time teachers employed for 60% of a full contract receive a prorated contribution toward their insurance benefits, i.e. 80% of a full contract receives 80% of the district contribution toward the appropriate plan.

**Section 6. Continuous Protection:** The district shall promptly make payments on insurance programs as provided herein so as to prevent cancellation due to the failure of premium payments for which the district is obligated. In the event of cancellation by the insurer, the district shall notify the exclusive representative of such cancellation and shall endeavor to obtain

comparable insurance coverage which shall be mutually acceptable to the district and the exclusive representative.

**Section 7. Maintenance of Coverage:** The insurance coverage in this article shall not be altered during the term of this agreement except by mutual agreement of the exclusive representative and the district.

**Section 8. Term of Coverage:** Employees leaving the employ of the district at the end of a school year will be covered by the insurance in this article and the district will continue its contribution toward the premiums until September 1 of the year the employee leaves.

## ARTICLE XIV

### LEAVES OF ABSENCE

**Section 1. Medical Leave:** At the beginning of each school year each full time teacher shall be credited with 12 days of medical leave, cumulative to 195 days without loss of pay. At no time shall accumulated medical leave be used until the 12 days have been used. Fractional time teachers, excluding summer school, shall receive medical leave benefits on a pro-rated basis. Such teacher will also accumulate medical leave days on a pro-rated basis, cumulative to 195 days, but shall not be compensated for an amount which exceed the teacher's fractional contract. In each September, the School District shall notify each teacher of her/his medical leave balance. Upon request, the School District shall furnish the teacher with documentation of her/his medical leave balance.

Teachers in a summer school assignment, including the Winona Area Learning Center, shall be credited with 2 days of medical leave, non-cumulative. Such medical leave days are not to be charged against or added to their regular school year medical leave accumulation.

Additional medical leave may be granted at the discretion of the superintendent of schools to individuals who have used all their credited medical leave. Denial of additional medical leave is not grievable.

The School District may require a teacher to furnish medical certification from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for medical leave pay. Medical cost related to certification of an employee illness shall be borne by the district.

The School District will follow all state laws in effect and applicable to this Section.

**Subd. 1. Personal Illness or Injury:** Accumulated medical leave may be used if the absence is due to personal illness, injury, quarantine, medical/dental appointments or disability resulting from pregnancy, termination of pregnancy, or child birth.

**Subd. 2. Dependent Child:** Use of medical leave for absences due to the illness of or injury to the teacher's dependent child under the age of eighteen, or under age twenty still attending secondary school, shall be allowed for such reasonable periods as the employee's attention with the child is necessary, on the same terms as medical leave for the employee.

Subd. 3. Family Illness or Injury: A teacher may use eight medical leave days for family illness or for the fulfillment of her/his responsibilities as the medical power of attorney for a family or non-family member. In addition, teachers who have worked 12 months or more for the district can use up to 20 days per year of the teachers' personally accumulated medical leave for the care of relatives or for "safety leave", in accordance with Minnesota Statutes 181.9413 for an adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. For the purpose of this section "safety leave" is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

Subd. 4. Family and Medical Leave Act: In accordance with the Family and Medical Leave Act (hereafter referred to as FMLA), the district will grant FMLA leave to eligible employees for any of the following reasons:

- The birth of a child and to care for the newborn child within one year of birth;
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- To care for the employee's spouse, child, or parent who has a serious health condition (the District shall recognize a domestic partner and spouses parents under this section);
- A serious health condition that makes the employee unable to perform the essential functions of his or her job; (Note: those employees who qualify for disability leave should reference Subd. 5)
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;"

To be eligible for a FMLA leave, an employee must have worked at least 1,250 hours in the twelve (12) months preceding the FMLA leave and have been employed by ISD 861 for at least 12 months prior to the FMLA leave.

An employee shall be granted this FMLA leave for up to 12 weeks per 12-month period from July 1 to June 30. During this 12-week period, the district shall continue payment of the district's share of the insurance premiums. An employee may be granted an extension of such leave up to one year without pay. Such employee can continue coverage in the district insurance programs by payment of the full premiums to the district at the group rate.

The employee shall provide the district with written notice at least 30 days in advance when the need for leave is foreseeable. Employees can request to use accumulated medical leave days in accordance with Section 1, can request to take the leave without pay, or can request a combination thereof.

If this leave extends into two different school years, the administration shall assign the returning teacher to a position in the system for which the teacher is qualified. If this leave commences and ends during a single school year, the returning teacher shall assume the same position the teacher had upon leaving. If a position is abolished during the time of the leave, the returning teacher shall be assigned to a position as comparable as possible to the position left.

Seniority rights for teachers on this leave shall extend from the date of their initial employment as licensed teachers with District 861.

Subd. 5. Disability Leave: A Teacher unable to perform the duties of employment because of personal illness or injury shall be granted, upon request and certification by the attending licensed physician of inability to perform such duties, a leave of absence up to one year without pay. Requests for extension of a year's leave may be granted at the discretion of the school board. The district shall continue payment of the district's share of insurance premiums during the teacher's absence not to exceed one year. A teacher who is granted such leave shall notify the superintendent of schools of her/his intention to return not less than 30 days prior to the end of said leave.

Subd. 6. Worker's Compensation: All absences caused by injuries covered by the Workers' Compensation Act are a part of the medical leave policy of the district. If the payment to the teacher under the Workers' Compensation Act is not equal to the teacher's salary, the district shall pay the difference between the regular daily salary of the teacher and the amount paid by Workers' Compensation, to the extent that paid leave is available. The fractional time a teacher is absent from school and not paid by Workers' Compensation will be charged against her/his accumulated medical leave. The fractional amount paid by the district will be charged to the teacher's accumulated medical leave.

**Section 2. Disability Leave Reserve:** A voluntary disability leave reserve shall be established and is expressly intended to be used by any teacher who has elected to participate in the reserve and who has a written opinion from an M.D. or a D.O. indicating that the teacher is physically/mentally incapable of performing her/his duties due to disability after she/he has used her/his medical leave, any other paid leave, including personal leave, available to her/him prior to drawing from the disability leave reserve. Beginning with the 2018-19 School Year, teachers must have used any paid leave, including personal leave, with the exception of two (2) days of their medical leave prior to drawing from the disability leave reserve.

Subd. 1. Eligibility: Teachers eligible to belong to the disability leave reserve are those teachers who have not reached a maximum accumulation of medical leave at the beginning of any school year. Teachers may elect to participate upon hire, or prior to the start of school in subsequent years. Eligibility for the disability leave reserve end when the teacher becomes eligible for long-term disability. Teachers wishing to join the disability leave reserve must contribute two (2) days of their accumulated medical leave. When the reserve balance stands at fifty (50) days or fewer, all teachers wanting to belong to the reserve must contribute two (2) days to the reserve. If a teacher starts the school year belonging to the reserve bank she/he shall maintain membership throughout the entire school year.

Subd. 2. Participation and Administration: The district shall administer the disability leave reserve. Participating members of the bargaining unit who exhaust their personally-accumulated medical leave, and all other paid leaves including personal leave, shall be allowed reasonable and necessary withdrawals from the disability leave reserve subject to the recommendation of the disability leave reserve committee. The disability leave reserve committee is made up of the superintendent and one other administrator designated by the superintendent, and by two representatives appointed by the Winona Education Association. No teacher hired after February

1, 2008, while on probation, will be allowed to use more than twenty (20) days per teacher work year from the disability leave reserve. No other teacher will be allowed to use more than ninety (90) days per teacher work year from the disability leave reserve. Prior to drawing from the disability reserve, a teacher will have to have been without pay for three (3) consecutive days. Teachers shall not be penalized for non-consecutive use of disability reserve days used for the same condition occurring within ninety days of their return to work.

Subd. 3. Second Opinion: A second doctor's opinion may be required by the district at its discretion. The second doctor's opinion will be paid for by the district. If the teacher refuses to get a second opinion, the teacher shall forfeit the right to use the disability leave reserve. If the two doctors disagree, they shall mutually choose a third doctor whose opinion shall prevail.

**Section 3. Personal Leave:** Teachers, who have been granted tenure, who are contracted to work a minimum of .25 FTE shall be granted up to 3 days of personal leave each year, without loss of pay. Non-tenured teachers shall be granted up to 2 days of personal leave each year, without loss of pay. Such leave shall be pro-rated for part-time teachers and will be taken at the employee's discretion by notifying the immediate supervisor. Employees will notify the immediate supervisor through appropriate procedures as designated by the District, at least three (3) working days in advance of the intended leave. In cases of unforeseen circumstances, the employee will seek approval from the immediate supervisor as soon as possible.

Unused personal leave days up to one (1) day may be carried over into the following year, cumulative to four (4) days. A teacher may elect to be paid \$100.00 for each unused personal day.

The number of teachers gone using personal leave in a building may not exceed 10 percent of the teaching staff in that building, or two teachers, whichever is greater, unless approved by the teacher's immediate supervisor (building principal, community education director or special education director). Use of personal leave may not be scheduled during the first two or last two student days of the school year unless approved by the teacher's immediate supervisor (building principal, community education director or special education director). A personal leave day may not be taken to cause a teacher to miss a scheduled parent/teacher conference unless approved by the teacher's immediate supervisor (building principal, community education director, or special education director).

Additional personal leave days of an emergency nature may be granted at the discretion of the Superintendent of Schools. Denial of additional personal leave is not grievable.

**Section 4. Bereavement Leave:** Teachers shall be granted full pay for absence not to exceed five days upon the death of a member of the immediate family. Immediate family is defined as mother, father, sister, brother, husband, wife, son, step-son, daughter, step-daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, cousin, grandparents and grandchildren of the teacher. The same application shall be made to the spouse's relatives as they may apply.

A teacher shall be granted full pay for an absence not to exceed three (3) days for bereavement leave to attend a funeral of a friend or colleague.

Additional bereavement leave may be granted at the discretion of the superintendent of schools. Denial of additional bereavement leave is not grievable.

**Section 5. Teaching Leave:** Teachers may be granted up to a year's leave of absence without pay for the purposes of participating in a foreign teaching program, military teaching program, or the Peace Corps. Teachers granted such leave shall, upon return to the district, be placed on the salary schedule as though she/he has been teaching in the district system for the time she/he was absent. Such teacher can continue coverage in the district insurance programs by payment of the full premiums to the district at the group rate.

Teachers may be granted a year's leave of absence without pay for the purpose of study, writing, travel, professional development in the field of education, or experience in a field outside of education that would be beneficial to the school district. Teachers granted such leave shall not accrue a year's teaching experience unless the nature of the leave is of such educational stature for the benefit of the district to merit a year's advancement on the salary schedule approved before the fact by the superintendent of schools. It shall be the general policy that teachers who take a leave may become eligible to move either horizontally or vertically on the salary schedule, depending on the purpose of the leave, but are not able to advance in both directions.

A teacher must apply for a leave under this section by May 15, in writing to the Superintendent. The teacher must also notify the School Board by April 1 of the following year of his or her intent to return.

**Section 6. Exchange Teacher Leave:** A teacher who is teaching as an exchange teacher will be paid for one school year as though she/he had been teaching in the district system for the year she/he was absent. The district will contribute toward the teacher's insurance premiums as though she/he had been teaching in the district.

**Section 7. Required Study Leave:** A teacher who is required by the district to take a leave of absence for study will be paid her/his regular salary and treated in all respects as though she/he were teaching in the district.

**Section 8. Jury Duty:** A teacher who is called for jury duty, or to give testimony before any judicial tribunal, in arbitration, negotiations and mediation proceedings shall be compensated for the difference between the teacher's regular salary and the pay received for such obligation for the period she/he is away from her/his teaching assignment.

**Section 9. Military Leave:** Military leave of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty for one draft period or one enlistment period in any branch of the armed forces of the United States. Upon return to the district, such teacher shall be placed on the same position on the salary schedule as she/he would have been if she/he continued teaching in the district during the period of such absence.

**Section 10. Elective Office:** A teacher filing for a position in the state or federal legislature shall be granted a leave of absence, without pay, for the time devoted to campaigning, and if elected, for the time that the legislature is in session and for such other times required to fulfill the obligations of her/his office. Upon returning to the district, said teacher shall be placed

on the salary schedule as though she/he had been teaching during her/his absence. The district shall continue payment of its share of insurance premiums during the teacher's absence if she/he elects to continue such coverage.

**Section 11. Sabbatical Leave:** Sabbatical leave is a leave that may be granted for study, research, educational travel and/or other approved projects, including technical instructors returning to industrial employment, provided that the activity which the teacher engages in while on sabbatical leave (must) be related to the teacher's professional responsibilities, or to any related field which will reasonably be related to the improvement of the teacher's performance. Such leave may be granted to staff members with at least six consecutive years experience in the school system on the following terms and conditions:

- A. Compensation – Such person as may be granted a sabbatical leave shall be paid an amount equal to one-half the salary such person would receive in discharging her/his professional duties.
- B. Obligations of persons receiving sabbatical leave – The person receiving a sabbatical leave of absence pursuant to these provisions must agree to return to the district for at least two years after completion of the leave, or must in the event of failure to return to the school system for such 2 year period repay the salary received while on leave; provided, however, that in the event of such person becoming ill or injured and cannot fulfill her/his professional duties after the sabbatical leave because of death, illness, or injury the salary repayment may be waived by the school board.
- C. Limitation on horizontal and vertical movement on salary schedule – If the teacher on sabbatical leave derives credits during such sabbatical leave which would allow for horizontal movement on the salary schedule exhibited on Appendices A and B, she/he shall in that event be limited for the returning year to the horizontal movement increase and shall waive any vertical movement step/year increase.
- D. During such period of time that a person is on sabbatical leave the amount of any payments made pursuant to this section by the district shall be reduced by the amount earned which would be in excess of the salary received if said person were teaching in the district.
- E. Application – Teachers will make application for sabbatical leave to the superintendent which application shall include description of the intended sabbatical activity and the expected benefit to the teacher's performance. The superintendent will review the application and refer it to the school board for action. The decision of the school board shall be final.
- F. Limitations – Sabbatical leaves shall be limited to no more than two percent of the total faculty in the district during any one school year.
- G. Teachers on sabbatical leave can continue coverage in the district insurance program by payment of the full premiums to the district at the group rate.

**Section 12. Professional Conferences:** The district shall make provisions in the instructional budget of the district for those teachers in the district to attend national and regional professional meetings in accordance with a policy developed by the district and with prior approval of the superintendent of schools. The district shall pay for travel, meals, lodging, and registration fees incidental to the attendance at such meetings, and shall provide a substitute teacher to replace the participant. The teacher shall submit a written report to the superintendent regarding the proceedings of such meetings attended when requested to do so. The teacher attending such meetings and conferences may receive clock hours for such attendance upon application to the Continuing Education Committee.

**Section 13. Longevity Leave:** Full-time and fractional time teachers working a minimum of .25 FTE who are beginning their 19<sup>th</sup> continuous year of service with District 861 (an approved leave of absence does not constitute a break in service) shall be eligible for up to five (5) days of paid short-term leave once every five years. The leave must be used in one block and may not be spread over the year. Eligible teachers have the option of requesting a \$500.00 payment in lieu of the five days of longevity leave. Payment shall be prorated for part-time teachers.

This short-term leave may not be scheduled during the first or last five days of the school year. The number of teachers gone from any building may not exceed 10 percent of the teaching staff in the building.

Teachers who want to access longevity leave shall schedule such leave with the human resource office on a first-come, first-serve basis at least one week in advance. A pre-leave conference involving the teacher and substitute shall be required. The five-year block will begin with the 1995-1996 school year, as per Appendix E.

**Section 14. Unpaid Extended Leave of Absence:** Teachers may qualify for an extended leave of absence as per Minnesota Statute 122A.46. Teachers must apply for such a leave by April 1<sup>st</sup>. The District is not obligated to reinstate any teacher who is on an extended leave of absence pursuant to this section, unless the teacher notifies the district by February 1 of her/his intention to return the following school year.

- Section 15. Unrequested Leave and Reduction of Personnel:**
- A. Termination of teachers required by discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts shall take place only in accordance with the provisions of this section and the applicable provisions of the Minnesota continuing contract law. The exclusive representative shall be informed of the need for reductions prior to the implementation of the provisions.
  - B. Teachers on continuing contract who are placed on unrequested leave shall be selected from all teachers in the district who are licensed for the position to be eliminated. A teacher shall be defined as in Article III of this contract.
  - C. Seniority applies only to Tier 3 and 4 teachers and shall be established from the date a signed contract is received in the Human Resources Department, or, if no contract has been signed, the first date of actual employment.



- D. In all circumstances and regardless of the record date for seniority, full-time teachers shall be deemed more senior than teachers who are employed less than full-time. Any full-time teacher who is or has been employed less than full-time shall retain her/his seniority as if she/he were still a full-time teacher. Reductions and placement on unrequested leave shall be in accordance with the following provisions:
1. Teachers with only limited permits and/or provisional licenses and Tier 1 licenses shall be given notice and placed on unrequested leave first, in inverse order of their seniority.
  2. Tier 2 or Probationary teachers shall be reduced next. Such reductions shall be by seniority if evaluation is not the determining factor. A probationary teacher affected shall be given an opportunity to discuss the job reduction with the superintendent or her/his designee and upon request given the reasons in writing.
  3. If further reductions are required, continuing contract teachers shall then be placed on unrequested leave in inverse order of their seniority.
  4. A continuing contract teacher who is on a requested leave of absence but would have been placed on unrequested leave had she/he been actively working in the district, will be placed on unrequested leave in accordance with the provisions of this section.
  5. Should a lesser time position be the only position available to a continuing contract teacher who would otherwise be subjected to unrequested leave, the teacher shall have the option of underemployment or unrequested leave.
    - a. Underemployment shall be defined as a teacher being employed for less time than she/he was employed during the year that she/he was subject to unrequested leave action.
    - b. Full employment shall be defined as a position equal in time to the individual's position during the year she/he was subject to unrequested leave action.
    - c. Upgrading shall be defined as the opportunity to move from underemployment up to and including the teacher's full employment.
    - d. Underemployment upgrading shall be done by seniority and licensure. The underemployed teacher shall have upgrading rights equal to her/his rights had she/he been placed on unrequested leave.
  6. If continuing contract teachers have equivalent seniority:
    - a. The teacher whose initial contract was received last by the Human Resource Office shall be placed on unrequested leave first.
    - b. If 2 or more teachers have identical dates for receipt of initial contract the one with least professional preparation shall be placed on unrequested leave first.
  7. The District shall make every effort to notify teachers proposed for placement on unrequested leave of absence (ULA) in writing by May 1st. One or more of the following reasons must be stated: discontinuance of position, lack of pupils, merger of classes caused by consolidation of districts, or financial limitations. Teachers who receive such notification have 14 days from the time the letter is received to request a ULA due process hearing. Such request must be made to the district 14 days from the time the letter is received to request a ULA due process hearing. Such request must be made to the School Board Chair.

8. For teachers placed on ULA, the following conditions shall prevail:
- a. No pay or fringe benefits.
  - b. Consistent with “B” provisions, Section 16. Subd. B, no continuing contract teacher shall be placed on unrequested leave if there is any other licensed teacher with less seniority in the same field and subject matter employed.
  - c. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation.
  - d. Such leave will not result in a loss of credit for years of service in the district prior to being placed on unrequested leave and the teacher will continue to accrue seniority while on unrequested leave. Any teacher on a leave pursuant to the terms of this contract will continue to accrue seniority while on such leave.
  - e. Salary schedule credit shall be granted to any teacher for full time teaching experience gained during the unrequested leave.
  - f. Reinstatement of teachers on unrequested leave to positions for which they are licensed shall be in inverse order in which they were placed on unrequested leave. Teachers will be reinstated only to positions for which they are licensed at the time of reinstatement, and only upon proof of current licensure by the State Department of Education. The provisions of D.5. above shall also apply to reinstatement.
  - g. If a position becomes available to start a new school year for a licensed teacher on unrequested leave, the district shall deliver by registered mail a notice to such teacher who shall then have 20 calendar days from the date of receipt of such notice to accept the reemployment. Failure to reply within the 20-day period shall constitute waiver on the part of any teacher to further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights. If a position occurs during a school year the licensed teacher shall be notified, with the option of accepting it or deferring it until the beginning of the next school. If deferred, the district shall fill the position temporarily. Failure to inform the superintendent about acceptance or deferral within 10 days after receipt of the notice shall result in filling the position with another candidate.
  - h. Teachers on unrequested leave shall be required to annually renew their unrequested leave status.
    1. Written notice of availability for reinstatement from the teacher on unrequested leave must be received via certified mail in the superintendent’s office on or before March 1 of each year.
    2. In the event written notice is not received in compliance with 8A, the superintendent’s office shall issue a reminder via certified mail to the teacher regarding the need for that teacher’s written notice of availability. Such reminder shall be sent no later than March 15 of each year.
    3. The teacher now has until April 15 to provide notice of availability via certified mail to the superintendent’s office. Failure to do so

- shall cause the teacher to be removed from unrequested leave and shall constitute voluntary termination of employment.
4. Unrequested leave automatically ceases 5 years from the date that the leave began.
  5. Reminders shall be sent from the superintendent's office to the last filed address of the teacher.
- i. Except as otherwise provided in this section a teacher who refuses employment in a position for which she/he is licensed shall forfeit all rights to reinstatement and be immediately removed from unrequested leave status. If the district and the teacher on unrequested leave mutually agree that reinstatement to a position in a field of the teacher's licensure is not desirable, a by-pass of reinstatement can be made without loss of future reinstatement rights.
- E. A seniority list shall be posted in each district school by October 1 each year. Fields of licensure and the record date of employment shall be included. If a tie in seniority still exists, it shall be resolved by a joint decision of the exclusive representative and the superintendent after consideration of the classroom evaluations. Any teacher who may disagree with the list shall have 20 days from the date of posting to file a grievance at Level II.
- F. Teachers who are to be considered for ULA shall be notified. Notification shall be in accordance with School Board policy.

## ARTICLE XV

### HOURS OF SERVICE

**Section 1. Minimum Day:** The minimum teacher day, exclusive of a 30-minute duty free lunch, shall be eight (8) hours.

**Section 2. Building Hours:** Teachers shall report to their respective buildings in the morning at least 30 minutes before classes begin and they shall remain in the building after school dismissed for at least 15 minutes and for whatever additional time is required to discharge their professional responsibilities. Modification may be made in building hours by building administrators with the approval of the director of human resources or Superintendent providing totals are not different than those specified in Section 2, i.e., when classes begin at 8 a.m. starting time for teachers may be 7:45 a.m. and extend for 30 minutes after school is dismissed.

**Section 3. Additional Activities:** In addition to the minimum school day teachers will assume their reasonable share of non-teaching duties for the operation of the school. If a teacher is assigned to more than one building the additional duties shall coincide with the days and times the teacher is scheduled at that building. The administrator of the teacher's home school shall be responsible for assigning additional duties.

**Section 4. Teacher Work Load – Early Childhood, Elementary, and Secondary:**

The normal teaching load for classroom teachers in the elementary and secondary schools shall be five hours (300 minutes) of pupil classroom/instructional contact per day or 25 hours (1500 minutes) per week. The classroom/instructional contact minutes are exclusive of supervision that may be assigned. Assignment to a study hall constitutes a teaching period. The normal teaching load for those teachers not involved in this section shall be that load in effect as of the effective date of the master contract in accordance with Article IX, Section 2, Subds. 6, 7, 8.

**Section 5. Preparation Time:** All Early Childhood-12 teachers shall have an uninterrupted preparation time exclusive of supervisory duties each student day. Preparation time will be a ratio of no less than 1 minute of preparation time for 6 minutes of classroom/instructional contact time.

**Section 6. Four (4) Day Work Week:** In the event a four (4) day work week is established, the normal teacher load during a four (4) day work week for classroom teachers in the elementary and secondary schools shall be six hours and fifteen minutes (375 minutes) of pupil classroom/instructional contact per day or 25 hours (1500 minutes) per week.

**Section 7. Classroom Restoration Activities:** Teachers who are required to spend extra time packing and unpacking in their work areas, outside the normal work day, due to the impact of construction, remodeling, building closure and/or destruction will be compensated as follows:

- A. Compensation – Mutual agreement between administration and teacher for unusual/exceptional situations which may require a teacher to participate in the cleaning, moving, or restoration of a classroom when construction, renovation, or building emergency occurs. This language applies when unforeseen duties being performed by the building custodial staff do not allow for timely completion of the tasks.
- B. The teacher will be compensated at the rate of a stipend of one hundred fifty dollars (\$150) per move, which includes both packing and unpacking.
- C. No compensation will be granted for packing and moving a room due to a transfer.
- D. The Director of Human Resources has the discretion to approve payment made to a teacher in extenuating circumstances.

## ARTICLE XVI

### LENGTH OF SCHOOL YEAR

**Section 1. Teacher Duty Days – Elementary and Secondary:** Pursuant to M.S. 120A.40 the school board shall prior to April 1 of each odd numbered year, establish the number of school days and teacher duty days for each of the next two years for elementary and secondary teachers and the teachers shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

**Subd. 1.** The number of teacher duty days for any teacher new to the district shall be four more than that of a teacher who is not new to the district. These four additional days shall be used as district wide orientation, building orientation, WEA orientation, and classroom preparation time. Teachers shall receive compensation in the amount of \$250.00 for full attendance during these four additional duty days. Payment shall be made to the teacher at the end of the fourth day. Attendance during these four days is mandatory unless authorized by the superintendent of schools. The four additional days will occur within the six consecutive workdays immediately preceding the start of the first school district workshop day. Any teacher authorized to miss any portion of the days shall receive a pro-rated compensation for the actual time in attendance.

**Section 2. School Calendars:** Calendar proposals for K-12 shall be generated by a district committee consisting of representatives of certified staff, non-certified staff, administration, school board, parents, and a transportation committee member. The results of a recent parent calendar preference survey may be provided to the committee before it begins deliberation. The committee shall begin its deliberation by November 1<sup>st</sup>.

At the meeting in which the final calendar options are determined, a vote will be taken reflecting the committee members' approval or disapproval of these final options. All members present shall initial a tally of this vote. This tally will be presented to the Board.

All certified and non-certified district staff working under the calendar shall vote on calendar options. The board shall then study and consider the calendar with the majority of votes before establishing the yearly calendar. The board will finalize a calendar at its March meeting. Legislative initiatives or unusual circumstances which could alter the calendar would cause the Calendar Committee to open discussion to change the calendar. The calendar for the elementary and secondary schools of the district for the 2019-2020 school year appears in Appendix B.

**Subd. 1.** An additional conference day shall be granted to kindergarten teachers who have more than 30 pupils in any one day. When the additional conference day is held, a substitute shall be employed.

**Section 3. Emergency Closings:** In the event a student day or teacher duty day is lost for any emergency as declared by the superintendent, the teachers shall not be required to work on or make up the first three emergency closing days. The Calendar Committee shall reserve and designate two days on the proposed school calendar to be used as make up days for the fourth and fifth emergency closing days. The make up of any emergency closing days beyond five shall be determined through Meet and Confer.

In the event a teacher is on an approved leave of absence when an emergency day is declared the teacher shall not be charged with a personal day or a medical leave day unless the sick leave day is one of at least three consecutive days. The teacher shall be charged with the leave day if the teacher is on longevity leave, on extended medical leave, or any other type of leave. When days are made up according to a make-up plan, teachers will not be charged for leave days granted on the day the emergency closing occurred.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

#### **Section 1. Definition of Terms and Interpretations:**

Subd. 1. Grievance: A “grievance” shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract as required by the PELRA between Independent School District 861 and the exclusive representative. A grievance relating to a policy of the district will be carried through Level 3 of this procedure.

Subd. 2. Aggrieved: Any person or group of persons within the appropriate unit having a grievance, or the exclusive representative.

Subd. 3. Administrative Supervisor: The immediate supervisor, other than the department head, to whom the aggrieved is responsible.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of grievance to the satisfaction of both parties which has been reduced to writing.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 7. Days: 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. 8. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. 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. 9. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 2. Representative:** The aggrieved, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

**Section 3. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the school board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of grievance.

**Section 4. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, she/he/or they may first discuss the alleged grievance with her/his/or their administrative supervisor either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

**Section 5. Adjustment of Grievance:** The school board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the district in the following manner:

**Subd. 1. Level I:** the aggrieved shall file a grievance, in the form herein provided, with her/his administrative supervisor within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not disposed of in Level I the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing in the form herein provided, within ten (10) days after receipt of the decision in Level II. If a grievance is so appealed to the clerk of the school board, the school board shall set a time to hear the grievance within twenty-five (25) days after receipt of the appeal. Within twenty (20) 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 of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

**Subd. 4. Grievance Mediation:** An employee and the school District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services prior to the Level III of the Grievance Procedure. If Grievance Mediation is agreed, timelines

shall automatically be waived upon request by either party. If agreement or resolution is not reached during Grievance Mediation, the grievance process shall be automatically resumed by the grievant requesting Step III within ten (10) days of impasse in the Grievance Mediation process. No offers, counter offers, or any documentation relating to Grievance Mediation shall be used by either party to the dispute at or beyond Level III. If resolution is reached during Grievance Mediation, the agreement shall be put into writing and the grievance withdrawn without prejudice by the moving party. Grievance Mediation shall not be binding for either side unless the decision is mutually agreed upon.

**Section 6. School Board Review:** The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision. Such notification by the board automatically advances the grievance to Level III.

**Section 7. Denial of Grievance:** Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

**Section 8. Level II Initiation:** A grievance that affects the exclusive representative, a group, department, class, or teacher involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II. Timelines for filing and disposition of such grievances shall be the same as for those initiated at Level I.

**Section 9. Arbitration Procedures:** In the event that the aggrieved and the school board are unable to resolve any grievance, said grievance may be submitted to arbitration as defined herein.

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) 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 that an arbitrator be selected by the American Arbitration Association. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.



Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator, pursuant to rules of the American Arbitration Association. The school board and the exclusive representative shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

Subd. 5. Decision: 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 her/him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

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

**LEVEL I GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the administrative Supervisor)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date Filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Disposition by Administrative Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Position of Grievance Committee: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL II GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the School superintendent)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

	_____ Signature of Grievant	_____ Date
Disposition by Superintendent: _____		

	_____ Signature of Superintendent	_____ Date
Position of Grievant: _____		

\_\_\_\_\_

	_____ Signature of Grievant	_____ Date
Position of Grievance Committee: _____		

\_\_\_\_\_

	_____ Signature of Grievant	_____ Date
--	--------------------------------	---------------

**LEVEL III GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the School Board Clerk & School Board Chair.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_  
Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

Disposition of School Board: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Position of Grievant: \_\_\_\_\_  
Signature of School Board Chair \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Position of Grievance Committee: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Signature of Grievance Rep. \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL IV GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the School Board Clerk & School Board Chair.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only.)

Date filed \_\_\_\_\_

Grievance Representative

Name of Arbitrator agreed upon: \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Additional statement may be attached if necessary.

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

	_____ Signature of Grievant	_____ Date
Disposition of Arbitrator: _____		

\_\_\_\_\_

	_____ Signature of Arbitrator	_____ Date
Position of Grievant: _____		

\_\_\_\_\_

	_____ Signature of Grievant	_____ Date
Position of Grievance Committee: _____		

\_\_\_\_\_

	_____ Signature of Grievance Rep.	_____ Date
--	--------------------------------------	---------------

## ARTICLE XVIII

**Section 1. Mileage Allowance and Travel Time:** Listed below are the standards for determining mileage allowances for certain teaching assignments and travel for those teachers using their own vehicles. Also covered in this section are schedule accommodations for teachers who travel from building to building.

- A. The mileage allowance is established by the school board annually at its August meeting and is set at the federal approved rate. The district will pay a minimum of \$1 for any school travel for each start-up.
- B. Teachers who work in more than one building within the district will travel to their initial city school assignment at their own expense. If the job then demands that the teacher travel to another school or schools during the day, the district will reimburse the teacher at the mileage allowance figures.
- C. The district shall make accommodations in the schedules of teachers whose assignments include travel from building to building within the district. All such teachers shall have prep time and duty free lunch time in accordance with contract interpretation and comparable to their colleagues who do not travel.
- D. Teachers claiming mileage under (B) above shall use the following established figures between schools and junctions:

### **MIDDLE SCHOOL TO:**

Goodview	6.0
Jefferson	4.8
W-K	1.8
Senior High	3.6
ALC	4.6

### **SENIOR HIGH TO:**

Goodview	3.1
Jefferson	1.1
W-K	3.0
Middle School	3.6
ALC	1.1

### **ALC TO:**

Goodview	2.3
W-K	3.0
Senior High	1.1
Middle School	4.6

### **GOODVIEW TO:**

Jefferson	2.3
W-K	6.5
Senior High	3.5
Middle School	6.7
ALC	2.3

### **JEFFERSON TO:**

Goodview	2.3
W-K	3.0
Senior High	1.1
Middle School	4.6

### **W-K TO:**

Goodview	5.4
Jefferson	3.0
Senior High	3.0
Middle School	1.8
ALC	1.9

- E. Mileage between buildings should be determined from main entrance to main entrance. A supplement mileage chart will be provided adding the Winona Technical College and the Winona Area Learning Center.
- F. Mileage is to be determined from school to school, not home school.
- G. Distance between schools not listed will be determined by computing mileage to Junctions 14/61/43 East or Junction Gilmore/61 West.

## ARTICLE XIX

### EXTRA PAYMENTS AND RATES OF PAY

**Section 1. Coordinators:** The following positions shall be paid \$975.00:

Five (5) Special Education Coordinators, Music Coordinator, Nursing Coordinator, Early Childhood Family Education Coordinator, Title I Coordinator, WSHS Dean of Students, the Area Learning Center Lead Teacher and the Lead Media.

Additional assigned and contracted days for these positions shall be paid on a daily rate of pay based on the teacher's annual contract rate divided by the number of contract days.

**Section 2: Independent Study Course Teaching:** Winona Area Learning Center teachers may elect to teach Independent Study courses beyond their normal teaching load. Compensation shall be \$160.00 per student enrolled in the Independent Study course. Payment to the teacher will be made in three installments: \$50.00 when the student initially enrolls in the course and meets with the teacher, \$50.00 at the midpoint of the student's course work, and \$60.00 when the student completes the course. Documentation of completed courses will be submitted to the Winona Area Learning Center Coordinator. All assignments to teach Independent Study Courses will be voluntary.

**Section 3: Summer School/Extended School Year:** Summer school/Extended School Year salaries for district contract teachers shall be their established step and lane. Teachers shall be paid on an hourly basis for all student classroom/instructional contact hours.

**Section 4. Evening School and Community Education for Credit:** Salaries for any community education classes taught for credit shall be set at the rate per hour of the teacher's scheduled salary. Evening school salaries for district contract teachers shall be set at the rate per hour of the teacher's scheduled salary.

**Section 5. Curriculum Writing/Staff Development:** Curriculum Writing/Staff Development shall be paid at an hourly rate of \$25.00.

**Section 6. Telecommunications Teaching:** Additional time required beyond the normal duty day to provide instruction via telecommunications shall be compensated at the rate per hour for the teacher's scheduled salary.

**Section 7. Non-Teaching Duties:** Non-teaching duties performed during the student day shall be compensated for at the rate of \$11.00 per hour in 2015-16, \$11.00 per hour in 2016-17 in addition to the regular scheduled salary.

**Section 8. Preparation Time Teaching:** Teachers using their preparation time to substitute teach will be paid at the hourly rate of pay established by the district for substitute teachers in addition to their regular scheduled salary. All preparation time teaching shall be on a voluntary basis.

**Section 9. Targeted Services Instruction Outside the Normal School Day:** Targeted services instruction outside the normal school day or normal school year shall be paid at an hourly rate calculated from the entry level step of the BA lane.

**Section 10. ASHA-CCC Certification Stipend:** Any teacher that has achieved ASHA-CCC Certification (America Speech-Learning-Hearing-Association Certificate or Clinical Competence in Speech Pathology) shall be paid an annual stipend of \$300.00. This stipend shall not be considered part of the teacher's annual salary. The teacher shall provide a copy of her/his current certification to the Human Resources Office prior to October 1<sup>st</sup> of each year.

**Section 11. Compensatory Time:**

**Subd. 1.** Compensatory time shall be defined as time earned as a result of performing duties beyond the normal teaching load (as defined in Article XV, Section 4).

**Subd. 2.**

- A. Teachers in District 861 will accumulate compensatory time for substitute teaching at a one to one ratio. Five hours (300 minutes) of earned compensatory time equals one day.
- B. Teachers will accumulate compensatory time as set up by their individual site teams and approved by their building principal at the same one to one ratio.
- C. All compensatory time shall be earned on a voluntary basis.

**Subd. 3.** Use of compensatory time shall be requested of and approved by the building administrator. When possible, employees will notify the immediate supervisor through appropriate procedures as designated by the District, at least three (3) working days in advance of the intended leave. All compensatory time that exceeds one day shall be paid at the regular substitute teacher rate at the end of the school year.

**Section 12. School Patrol Supervisors:** School patrol supervisors shall be paid \$600 in addition to their regular scheduled salary in the Winona Schools.

**Section 13. Overload:** A teacher agreeing to accept an overload of more than the normal five hours of classroom teaching in any one day or 25 hour per week, on a temporary basis, shall be compensated for at the rate per hour for her/his scheduled salary.

**Section 14. Chaperone Fees:** Chaperone fees shall be paid in accordance with the following schedule:

School dances	\$10.00
Chaperoning a bus to Rochester, Red Wing or LaCrosse	15.00 per trip
For bus trips less than 100 miles exclusive of Red Wing, Rochester or LaCrosse	20.00 per trip
For bus travel over 100 miles	25.00 per trip



**Section 15. District Sponsored Activity Payments:**

2019-20 = \$57.00 2020-21 = \$57.00

<u>ACTIVITY</u>	<u>ASSIGNMENT</u>	<u># OF UNITS</u>	<u>ACTIVITY</u>	<u>ASSIGNMENT</u>	<u># OF UNITS</u>
<b>Football</b>	Head Coach	100	<b>Basketball</b>	Head Coach	110
	Assistant	65		Assistant	75
	9 <sup>th</sup> Grade Coach	60		Head B Squad	75
	7 <sup>th</sup> & 8 <sup>th</sup> Grade	35		9 <sup>th</sup> Grade Coach	75
				7 <sup>th</sup> & 8 <sup>th</sup> Grade	35
<b>Swimming</b>	Head Coach	100	<b>Wrestling</b>	Head Coach	100
	Assistant	65		Assistant	65
	Dive	65		7 <sup>th</sup> & 8 <sup>th</sup> Grade	35
	7 <sup>th</sup> & 8 <sup>th</sup> Grade	35			
<b>Gymnastics</b>	Head Coach	100	<b>Soccer</b>	Head Coach	90
	Assistant	65		Assistant	60
	7 <sup>th</sup> & 8 <sup>th</sup> Grade	35		7 <sup>th</sup> & 8 <sup>th</sup> Grade	30
<b>Volleyball</b>	Head Coach	90	<b>Baseball</b>	Head Coach	90
	Assistant	60		Assistant	60
	Head B Squad	60		Head B Squad	60
	9 <sup>th</sup> Grade Coach	60		9 <sup>th</sup> Grade Coach	60
	7 <sup>th</sup> & 8 <sup>th</sup> Grade	30		7 <sup>th</sup> & 8 <sup>th</sup> Grade	30
<b>Cross Country</b>	Head Coach	90	<b>Track</b>	Head Coach	90
	Assistant	60		Assistant	60
	7 <sup>th</sup> & 8 <sup>th</sup> Grade	30		7 <sup>th</sup> & 8 <sup>th</sup> Grade	30
<b>Softball</b>	Head Coach	90	<b>Tennis</b>	Head Coach	80
	Assistant	60		Assistant	50
	Head B Squad	60		7 <sup>th</sup> & 8 <sup>th</sup> Grade	28
	9 <sup>th</sup> Grade Coach	60			
	7 <sup>th</sup> & 8 <sup>th</sup> Grade	30			
<b>Adpt Fl Hockey</b>	Head Coach	60	<b>Adpt Bowling</b>	Head Coach	40
	Assistant	36			
<b>Skiing</b>	Head Coach	90	<b>Golf</b>	Head Coach	80
	Assistant	60		7 <sup>th</sup> & 8 <sup>th</sup> Grade	28
	7 <sup>th</sup> & 8 <sup>th</sup> Grade	30			

<b>Cheerleader</b>	(Fall) Head Coach	30	<b>Hockey</b>	Head Coach	100
	(Winter) Head	50	<b>(Girl or Boy)</b>	Assistant	65
	MS One Season	15		7 <sup>th</sup> & 8 <sup>th</sup> Grade	35
<b>Weight Room</b>	Season MS/HS	15	<b>Danceline</b>	Fall-Performance	40
				Winter-Competitive	60
				Middle School	20
<b>Debate</b>	Coach HS	48	<b>Speech</b>		48
	Coach MS	29			
<b>WSHS Fall Marching Band</b>	Director	65	<b>Math Team</b>	Coach HS	32
	Asst. Director	30			
<b>Jazz Band</b>	High School	40	<b>WSHS Summer Marching Band</b>	Director	65
	Middle School	30		Asst. Director	55
<b>Jazz Choir</b>	High School	40			
<b>WMS Summer Marching Band</b>	Director	45	<b>Pep Band</b>	Director	40
	Asst. Director	30			
<b>One Act Play</b>	Director	25	<b>WSHS Science Club</b>		24
	Technical Director	15			
<b>Musical</b>	Director	55	<b>Yearbook</b>	Advisor HS	65
	Vocal Director	51			
	Orchestra Dir.	25			
	Technical Dir.	30	<b>Three Act Play</b>	Director	30
	Choreographer	25		Technical Director	15
<b>Student Council</b>	Advisor HS	48	<b>Elem. Bldg. Musical</b>		10
	Advisor MS	15	(per bldg. Once a year)		
	Advisor Elem	10			
<b>Prom</b>		25	<b>National Honor Society</b>	SH Advisor	32
<b>WSHS Knowledge Bowl Advisor</b>		20	<b>Newspaper</b>	Advisor HS	48
				Advisor MS	21

<b>WSHS Multicultural/Diversity</b>		30	<b>Pep Club</b>		14
<b>W-Club Co Advisor (2)</b>		14	<b>WMS Knowledge Bowl Advisor</b>		15
<b>Model Legislature</b>		24	<b>Photography Club</b>		14
<b>Freshman Class Advisor</b>		7	<b>Visual Arts Co- Coordinators-each</b>		20
<b>Junior Class Advisor</b>		20	<b>Senior Art Show Advisor</b>		20
<b>ALC MAAPS-STARS</b>		25	<b>Sophomore Class Advisor</b>		7
<b>Robotics</b>	HS	24	<b>Senior Class Advisor</b>		14
	WMS	10			
<b>WMS Academic Triathlon</b>		20	<b>Ski &amp; Snowboard Club-each</b>		15
<b>WMS Math Masters</b>		10	<b>Music Listening</b>		15
<b>WMS Spelling Bee</b>		24	<b>Science Fair Advisor</b>	HS	12
				MS	12
<b>HS Link Crew</b>		10	<b>MS WEB Advisor</b>		10
<b>Trap Team Advisor</b>		15	<b>Misato Sister City Exchange Advisor</b>		20

Subd. 1. District Sponsored Activity Job Openings: A district sponsored activity assignment need not be posted in the event a coach or advisor has been asked to return to the district sponsored activity assignment the following year.

Subd. 2. Application Process: Teachers may apply for these positions through the appropriate building principal's office.

Subd. 3. Supervisors: When the number of students dictates, supervisors may be utilized. The payment for supervisors will be established based on the number of students and the length of the activity.

**Section 16. Experience Levels and Additional Units (Effective July 1, 2016):**

<u>Years of Experience</u>	<u>Additional Units</u>
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

Subd. 1. Placement for Experience Levels: The district will recognize all coaching experiences from any organized athletic program in any school district for initial placement on the District Sponsored Activity Payment schedule. The district will recognize prior advising and directing experiences from comparable organized activities in any school district for initial placement on the District Sponsored Activities Payment schedule.

**Section 17. Activities Department Payments:**

Faculty Ticket Takers	\$ 9.00
Faculty Ticket Sellers	12.00
Faculty Usher Supervisor	9.00
Faculty Official Timer	11.50
Faculty Scoreboard Operator	11.50
Faculty P.A. Announcer	11.50
Faculty Band Man	11.50
Faculty Camera Operator	11.50
Faculty Chain Gang	11.50
Faculty Official Scorer	11.50
Timers, Finish Judges, Diving Judges, Discus and Finish Judges, etc.	8.50

Subd. 1. The district shall seek applicants for the positions identified in this section from members of the bargaining unit prior to seeking persons from outside the unit.

## ARTICLE XX

### EFFECT OF LAWS, RULES AND REGULATIONS

**Section 1. Effect:** The exclusive representative recognizes that all teachers covered by this agreement shall perform the teaching and non-teaching services prescribed by the district and shall be governed by the laws of the State of Minnesota, and by the district rules, regulations, directives and orders, issued by properly designated officials of the district. The exclusive representative also recognizes the right, obligation and duty of the school district and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of 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 order 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 XXI

### DURATION

**Section 1. Term and Reopening Negotiations:** This agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing on July 1, 2021, it shall give written notice of such intent no later than April 1, 2021. The parties shall commence negotiations no later than May 1, 2021.

**Section 2. Effect:** This agreement constitutes the full and complete agreement between the district and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersedes any and all prior agreements, resolutions, practices, district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions

**Section 3. Year/Step and Lane Change:** Effective with the 1993-95 Master Agreement, step and lane changes shall be paid, retroactive to July 1 of each contract year, when the Master Agreement has been ratified by the school board.

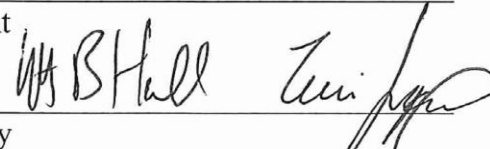
**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not effect any other provision of this agreement or the application of any provision thereof.

**Section 5. Contract Review:** Representatives of the board and the exclusive representative shall meet on the third Monday of December 2019, May 2020, and September 2020, upon the call of either party for the purpose of reviewing the administration of this contract, and to resolve contract problems that may arise. Additional meetings may be called upon mutual agreement between the two parties. These meetings are not intended to by-pass the grievance procedure. Each party will submit to the other an intended agenda at least 48 hours prior to the meeting. Should such a meeting result in a mutually accepted amendment of the contract, the amendment shall be subject to ratification by the board and the exclusive representative.

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

For \_\_\_ Winona Education Association \_\_\_  
(Name of Exclusive Representative)

  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Secretary


  
\_\_\_\_\_  
Linda Pfeilsticker, Chief Negotiator

Signed this 28 day of February, 2020

For \_\_\_ School Board \_\_\_  
(Independent School District 861)

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Emily Solheid, Chief Negotiator

Signed this 20 day of February, 2020

APPENDIX A  
SALARY SCHEDULES

**2019-20 School Year**

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>Step V</b>	\$ 41,124	\$ 44,027	\$ 44,639	\$ 49,464	\$ 51,133	\$ 53,506
<b>Step VI</b>	\$ 43,684	\$ 46,253	\$ 46,287	\$ 51,304	\$ 53,136	\$ 55,150
<b>Step VII</b>	\$ 44,682	\$ 47,250	\$ 47,659	\$ 53,142	\$ 55,141	\$ 57,318
<b>Step VIII</b>	\$ 46,017	\$ 48,579	\$ 49,157	\$ 55,026	\$ 57,188	\$ 59,533
<b>Step IX</b>	\$ 47,679	\$ 50,243	\$ 52,749	\$ 60,463	\$ 63,124	\$ 65,805
<b>Step XI</b>	\$ 48,830	\$ 51,458	\$ 55,743	\$ 63,458	\$ 66,118	\$ 68,801
<b>Step XII</b>	\$ 49,318	\$ 51,972	\$ 57,089	\$ 64,991	\$ 67,714	\$ 70,461
<b>Step XIII</b>	\$ -	\$ -	\$ 57,660	\$ 65,641	\$ 68,392	\$ 71,166
CAREER INCREMENT BEGINNING WITH THE TWENTIETH YEAR OF SERVICE WITH DISTRICT 861						
<b>CAREER</b>	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250

**2020-21 School Year**

	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>Step V</b>	\$ 42,111	\$ 45,084	\$ 45,710	\$ 50,651	\$ 52,360	\$ 54,790
<b>Step VI</b>	\$ 44,732	\$ 47,363	\$ 47,398	\$ 52,535	\$ 54,412	\$ 56,474
<b>Step VII</b>	\$ 45,755	\$ 48,384	\$ 48,802	\$ 54,417	\$ 56,464	\$ 58,693
<b>Step VIII</b>	\$ 47,121	\$ 49,744	\$ 50,337	\$ 56,347	\$ 58,561	\$ 60,962
<b>Step IX</b>	\$ 48,824	\$ 51,449	\$ 54,015	\$ 61,914	\$ 64,639	\$ 67,384
<b>Step XI</b>	\$ 50,002	\$ 52,693	\$ 57,081	\$ 64,981	\$ 67,705	\$ 70,452
<b>Step XII</b>	\$ 50,502	\$ 53,219	\$ 58,459	\$ 66,551	\$ 69,339	\$ 72,152
<b>Step XIII</b>	\$ -	\$ -	\$ 59,044	\$ 67,217	\$ 70,033	\$ 72,874
CAREER INCREMENT BEGINNING WITH THE TWENTIETH YEAR OF SERVICE WITH DISTRICT 861						
<b>CAREER</b>	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250
CAREER INCREMENT EFFECTIVE AFTER COMPLETION OF TWENTY-FOUR YEARS OF SERVICE WITH DISTRICT 861						
<b>CAREER</b>	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600

The 1999-00 schedule has changed in that Step 1 has been eliminated in all lanes. Two additional steps were added on to the BA and BA+15 lane. One additional step was added to all other lanes. Specifically, Step 1 was eliminated, Step 2 became Step I, Step 3 became Step II, Step 4 became Step III and so on. No teacher shall benefit an additional step increase because of this change in the numbering system. In 2002-03 Step I was eliminated and Step XI was added. No teacher shall benefit an additional step increase because of the elimination of Roman Numeral Number I. In 2009-2010 no step increases shall be granted. **In 2010-2011 Step X was eliminated**, beginning at that point teachers shall move from Step IX to Step XI. In 2016-2017 Step III was eliminated and Step XIII was added. In 2019-20, Step IV was eliminated and teachers eligible to move from step IV to step V, were placed on step VI.

# APPENDIX B

## 2019-2020 CALENDAR



### Winona Area Public Schools 2019 - 2020 School Calendar

**JULY 2019**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**AUGUST 2019**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**SEPTEMBER 2019**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**OCTOBER 2019**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**NOVEMBER 2019**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**DECEMBER 2019**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**AUGUST**

27,28,29 Teacher Workshop

**SEPTEMBER**

2 Labor Day, No School PreK-12

3 First Day of School  
Elementary - Check Building Schedules  
WMS - 5th Grade and WEB Leaders ONLY  
HS - 9th Grade and LINK Leaders ONLY

**OCTOBER**

3 High School Conferences - 7:30 - 8:30 a.m.;  
4:00 - 6:00 p.m.

4 No School PreK-12/Workshop/Professional Development

10 MS Conferences - 4:00 - 7:30 p.m.

14 MS Conferences - 4:00 - 7:30 p.m.

17,18 Education MN; No School PreK-12

24 Elementary Conferences - 2:30 - 7:00 p.m.

**NOVEMBER**

1 End Quarter 1

4 No School PreK-12/Workshop

7 Elementary Conferences - 2:30 - 7:30 p.m.

28,29 Thanksgiving Break, No School PreK-12

**DECEMBER**

5 High School Conferences - 7:30 - 8:30 a.m.;  
4:00 - 6:00 p.m.

23-31 Winter Break, No School PreK-12

**JANUARY**

1 Winter Break, No School PreK-12

16 End Quarter 2

17 No School PreK-12/Workshop

**FEBRUARY**

13 MS Conferences - 4:00 - 7:30 p.m.

20 High School Conferences/Registration  
4:00 - 7:30 p.m.

24 No School PreK-12/Workshop/Professional Development

27 High School Conferences/Registration  
4:00 - 7:30 p.m.

**MARCH**

9-13 Spring Break, No School PreK-12

19 Elementary Conferences - 2:30 - 6:00 p.m.

27 End Quarter 3

30 No School PreK-12/Workshop

**APRIL**

10 No School PreK-12, Good Friday

13 No School PreK-12 - Make Up Day

**MAY**

22 No School PreK-12 - Make Up Day

25 Memorial Day, No School PreK-12

**JUNE**

5 End Quarter 4

5 Commencement - 7:30 p.m.

8 No School PreK-12/Workshop

**JANUARY 2020**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**FEBRUARY 2020**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

**MARCH 2020**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**APRIL 2020**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**MAY 2020**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**JUNE 2020**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Conference	End of Term	No School, Workshop/Staff Development	No School	Reserved/Emergency Day Makeup Day
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APPENDIX C  
2019 - 2020  
TEACHER CONTRACT  
INDEPENDENT SCHOOL DISTRICT NO. 861  
Winona, Minnesota

NAME: \_\_\_\_\_ HOMEBASE: \_\_\_\_\_  
2019-20 FTE: \_\_\_\_\_ LANE: \_\_\_\_\_  
NUMBER OF ADDITIONAL DAYS: \_\_\_\_\_  
ASSIGNMENT: \_\_\_\_\_  
MISC: \_\_\_\_\_  
BASE WAGE: \_\_\_\_\_  
CAREER INCREMENT: \_\_\_\_\_  
ADDITIONAL DAYS: \_\_\_\_\_  
ADDITIONAL PAY: \_\_\_\_\_  
ANNUAL CONTRACT: \_\_\_\_\_

The School Board of Independent School District # 861, Winona, Minnesota, at a meeting held on the 20<sup>th</sup> day of February, 2020, enters into this Financial Agreement pursuant to Minnesota Statutes 122A.40 or Amendatory Articles thereto, with this person who certifies that she/he is a legally qualified and certificated/licensed teacher, and who agrees to faithfully perform the teaching and non-teaching services prescribed by the School Board or its designated representative and to abide by the rules and regulations established by the School Board as well as amendments thereto, for the school year beginning on or about August 2, 2019, and ending on or about June 8, 2020. This contract incorporates herewith as though fully a part hereof, the following:

1. The provisions of Minnesota Statute 122A.40 and Amendatory Acts thereto.
2. The provisions of the Master Contract for teachers of this district now or hereafter adopted for the said school year pursuant to provisions of Minnesota Statutes 179A.01 et.seq.

In consideration thereof the School District agrees to pay said teacher annual wages listed above per annum, said wages to be paid in installments as provided in the Master Contract.

Additional services, if any, shall be assigned by Letter of Assignment by the School District, or its designated representative, indicating additional salary, and the teacher upon acceptance of such assignment, agrees to perform such additional services as may be assigned by said letter of assignment. Such additional assignments shall not be a part of the teacher's continuing contract under Minnesota Statutes 122A.40 unless so indicated on the Letter of Assignment.

IN WITNESS WHEREOF we have subscribed our signatures.

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Chair Date

\_\_\_\_\_  
School Board Clerk Date

DATE RECEIVED BY HUMAN RESOURCES: \_\_\_\_\_

DATE RECEIVED BY HUMAN RESOURCES BECOMES SENIORITY DATE FOR NEW TEACHERS

# APPENDIX D

## LONGEVITY DETERMINATION

Year 1st eligible	<b>BLOCK A-1</b>	<b>BLOCK B-1</b>	<b>BLOCK C-1</b>	<b>BLOCK D-1</b>	<b>BLOCK E-1</b>
	1995-1996	1996-1997	1997-1998	1998-1999	1999-2000
	1996-1997	1997-1998	1998-1999	1999-2000	2000-2001
	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002
	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003
	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004
Year 1st eligible	<b>BLOCK A-2</b>	<b>BLOCK B-2</b>	<b>BLOCK C-2</b>	<b>BLOCK D-2</b>	<b>BLOCK E-2</b>
	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005
	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006
	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007
	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008
	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009
Year 1st eligible	<b>BLOCK A-3</b>	<b>BLOCK B-3</b>	<b>BLOCK C-3</b>	<b>BLOCK D-3</b>	<b>BLOCK E-3</b>
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Year 1st eligible	<b>BLOCK A-4</b>	<b>BLOCK B-4</b>	<b>BLOCK C-4</b>	<b>BLOCK D-4</b>	<b>BLOCK E-4</b>
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Year 1st eligible	<b>BLOCK A-5</b>	<b>BLOCK B-5</b>	<b>BLOCK C-5</b>	<b>BLOCK D-5</b>	<b>BLOCK E-5</b>
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	<b>BLOCK A-6</b>	<b>BLOCK B-6</b>	<b>BLOCK C-6</b>	<b>BLOCK D-6</b>	<b>BLOCK E-6</b>
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
	<b>BLOCK A-7</b>	<b>BLOCK B-7</b>	<b>BLOCK C-7</b>	<b>BLOCK D-7</b>	<b>BLOCK E-7</b>
	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030

All teachers that were eligible for longevity leave prior to 1995 are eligible to use the leave once in the first five year *Block*, Block A-1, once in Block A-2, etc. Teachers that have become eligible since that time are assigned to the Block which has the first year of eligibility at the top. For example, a teacher that became eligible in the 1997-98 school year in assigned to Block C-1, that teacher may use the leave once in Block C-1, once in Block C-2, once in Block C-3, etc.

1ST YEAR OF EMPLOYMENT	1ST YEAR OF ELIGIBILITY	ASSIGNED BLOCK	1ST YEAR OF EMPLOYMENT	1ST YEAR OF ELIGIBILITY	ASSIGNED BLOCK
1977-78	1995-96	A-1	1994-95	2012-13	C-4
1978-79	1996-97	B-1	1995-96	2013-14	D-4
1979-80	1997-98	C-1	1996-97	2014-15	E-4
1980-81	1998-99	D-1	1997-98	2015-16	A-5
1981-82	1999-00	E-1	1998-99	2016-17	B-5
1982-83	2000-01	A-2	1999-00	2017-18	C-5
1983-84	2001-02	B-2	2000-01	2018-19	D-5
1984-85	2002-03	C-2	2001-02	2019-20	E-5
1985-86	2003-04	D-2	2002-03	2020-21	A-6
1986-87	2004-05	E-2	2003-04	2021-22	B-6
1987-88	2005-06	A-3	2004-05	2022-23	C-6
1988-89	2006-07	B-3	2005-06	2023-24	D-6
1989-90	2007-08	C-3	2006-07	2024-25	E-6
1990-91	2008-09	D-3	2007-08	2025-26	A-7
1991-92	2009-10	E-3	2008-09	2026-27	B-7
1992-93	2010-11	A-4	2009-10	2027-28	C-7
1993-94	2011-12	B-4	2010-11	2028-29	D-7

(assumes continual employment)

