

Employment Agreement
Between

I.S.D. #173

AND

Mountain Lake Education
Association
Mtn. Lake, MN 56159

2021-2022 School Year
2022-2023 School Year

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ARTICLE I: PURPOSE

Section 1. Parties: This agreement, entered into between Independent School District No. 173, Mountain Lake Minnesota, hereinafter referred to as the School District, and the Mountain Lake Education Association, hereafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relation Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. the School District recognizes the Mountain Lake Education Association as the exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

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

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer’s personnel policies affecting the working conditions of the employees. In the case of professional employees, the terms do not mean educational policies of a school district. The terms in both cases are subject to the provisions of M.S. 179 A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term “teacher” shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be certified by the State Board of Education; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees.

Section 3. School District: For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and related services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Right: The foregoing enumeration 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 not expressly delegated in this agreement are reserved to the School District.

Section 5. Surrender of Licensure: All teachers hired after July 1, 2003 may not surrender (see Minnesota Rules 8710.0700) any part of their Minnesota teaching license (subjects or fields), which was held at the time of hiring, unless they receive prior written approval from the district superintendent.

Teachers initially hired under a variance provision for a particular subject or field may not surrender that subject or field once they achieve full licensure for that particular subject or field for which the variance was written.

With the exception of the variance provision, this requirement does not apply to license areas or subjects added subsequent to the hiring of the teacher.

ARTICLE V: TEACHER RIGHTS

Section 1. Right to Views: Pursuant to M.S. 179 A.08, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

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

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off pursuant to M.S. 179 A.08, Subd. 1. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in nine equal installments, beginning with the first pay period in September.

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

Section 4. Personnel Files: Pursuant to M.S. 122A.40, as amended, all evaluations and files relating to each individual teacher shall be available during the regular school business hours to each individual teacher upon his written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

ARTICLE VI: BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic compensation:

Subd. 1. 2021-2022 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2021-2022 school year and teachers shall advance one increment on the salary schedule.

Subd. 2. 2022-2023 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2022-2023 school year and teachers shall advance one increment on the salary schedule.

Schedule A: 2021-2022 Rates of Pay (The index implies years of experience +1)

Step	Quarter BA	Quarter BA+15	Quarter BA+30	Quarter BA+45	Quarter BA+60/MA	Quarter MA+30
1	39,100	40,300	41,500	42,700	43,900	45,100
2	40,000	41,200	42,400	43,600	44,800	46,000
3	40,900	42,100	43,300	44,500	45,700	46,900
4	41,800	43,000	44,200	45,400	46,600	47,800
5	42,700	43,900	45,100	46,300	47,500	48,700
6	43,600	44,800	46,000	47,200	48,400	49,600
7	44,500	45,700	46,900	48,100	49,300	50,500
8	45,400	46,600	47,800	49,000	50,200	51,400
9	46,400	47,600	48,800	50,000	51,200	52,400
10	47,400	48,600	49,800	51,000	52,200	53,400
11	48,400	49,600	50,800	52,000	53,200	54,400
12	49,400	50,600	51,800	53,000	54,200	55,400
13	50,400	51,600	52,800	54,000	55,200	56,400
14	51,800	53,000	54,200	55,400	56,600	57,800
15	53,200	54,400	55,600	56,800	58,000	59,200
16	54,600	55,800	57,000	58,200	59,400	60,600
17	56,000	57,200	58,400	59,600	60,800	62,000
18	57,400	58,600	59,800	61,000	62,200	63,400
19	63,400	64,600	65,800	67,000	68,200	69,400

Schedule B: 2022-2023 Rates of Pay (The index implies years of experience +1)

Step	Quarter BA	Quarter BA+15	Quarter BA+30	Quarter BA+45	Quarter BA+60/MA	Quarter MA+30
1	40,100	41,300	42,500	43,700	44,900	46,100
2	41,100	42,300	43,500	44,700	45,900	47,100
3	42,100	43,300	44,500	45,700	46,900	48,100
4	43,100	44,300	45,500	46,700	47,900	49,100
5	44,100	45,300	46,500	47,700	48,900	50,100
6	45,100	46,300	47,500	48,700	49,900	51,100
7	46,100	47,300	48,500	49,700	50,900	52,100
8	47,100	48,300	49,500	50,700	51,900	53,100
9	48,100	49,300	50,500	51,700	52,900	54,100
10	49,100	50,300	51,500	52,700	53,900	55,100
11	50,100	51,300	52,500	53,700	54,900	56,100
12	51,100	52,300	53,500	54,700	55,900	57,100
13	52,100	53,300	54,500	55,700	56,900	58,100
14	53,500	54,700	55,900	57,100	58,300	59,500
15	54,900	56,100	57,300	58,500	59,700	60,900
16	56,300	57,500	58,700	59,900	61,100	62,300
17	57,700	58,900	60,100	61,300	62,500	63,700
18	59,100	60,300	61,500	62,700	63,900	65,100
19	65,100	66,300	67,500	68,700	69,900	71,100

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: All credits from accredited colleges will be applicable to lane changes.

Subd. 2:

BA+15 Quarter Credit Hours (**BA+10 Semester Hours**) to move to this lane. The credits must be earned after the BA

BA+30 Quarter Credit Hours (**BA+20 Semester Credit Hours**) to move to this lane. The credits must be earned after the BA.

BA+45 Quarter Credit Hours (**BA+30 Semester Credit Hours**) to move to this lane. The credits must be earned after the BA.

BA+60 Quarter Credit Hours or an MA (**BA+40 Semester Credit Hours or an MA**) to move to this lane. The credits must be earned after the BA.

MA+30 Quarter Credit Hours (**MA+20 Semester Credit Hours**) to move to this lane. The credits must be earned after the BA.

Subd. 3: Credit for outside teaching may be allowed at the discretion of the School District.

Subd. 4: Changes in lanes will be made on the basis of the status as of September 1, of each school year with no changing of lanes during the contract year.

Subd. 5: Part-time teachers shall be paid commensurate with their experience and training as they fit on the salary schedule. The rate of pay shall be 9% of the scheduled annual salary for each semester hour (period) of assignment. A study hall hour (period) shall be paid at the rate of 4 1/2% per semester.

Section 3. Retired Employees: The following rules shall be applicable for retired teachers collecting TRA.

Subd. 1. Placement on the salary schedule shall follow stipulations of Article VI Section 2, subd. 1 and subd. 2.

Subd. 2. Credit for teaching (steps) shall be set at a minimum of four (4) years.

Subd. 3. All Leaves of Absence (Article X) shall be prorated and shall not accumulate.

Subd. 4. They shall not participate in a 403b plan.

Subd. 5. The contract for retired employees shall be subject to renewal on an annual basis at the discretion of the School District.

Section 4. Severance Pay: Faculty members who have a minimum of nineteen (19) years of experience in District 173 as of July 1, 1998, shall be eligible for severance pay in accordance with the following guidelines:

Subd. 1. The number of allowable days shall be three-fourths (3/4) of accumulated sick leave days of that teacher.

Subd. 2. The payment for each allowable day shall be 1/180th of the basic salary of said teacher last year of employment.

Subd. 3. Payment shall be made over a two-year period, 1/2 or 50% payable at the end of the school year in which the teacher resigns and the balance at the end of the following school year.

Subd. 4. The notice of preliminary application of intent must be submitted by April 1 with the notice of final application to be submitted by June 1. Applications made after June 1, will be considered only on the basis of mutual agreement and would be non-grievable.

Subd. 5. In compliance with M.S. 465.72, in the event said teacher dies before the balance of the severance pay is paid to that teacher, the remainder is to be paid to said teacher's beneficiary.

Subd. 6. In the event that a teacher dies prematurely, and has met all necessary requirements to qualify for severance pay under this section (Section 4), the district agrees to pay the full amount (or any remaining cumulative balance) of the severance pay to the teacher's named beneficiary or estate.

Section 5. 403 B or Severance Option: Teacher members with at least 12 but not more than 18 years of employment in School District 173 as of July 1, 1998, exercised the option of severance (Section 4) or 403-b (Section 6). Those who chose 403-b (Section 6) will have the dollar value of their severance (as of July 1, 1998) reduced by the amount of School District contribution. If, upon the faculty member's resignation or retirement, the School District's total contribution to the 403-b Plan is less than the severance amount (as of July 1, 1998) the balance will be paid under the guidelines of Section 4.

Section 6. 403 B: Teacher members who are ineligible for Section 4 severance shall be eligible for the School Districts 403-b plan as follows. The School District makes no contribution during the first three years of service in District 173.

Subd. 1 Fourth Year Contribution: During the Fourth Year of service in District 173, and thereafter members shall be eligible for matching funds from the School District up to a maximum of \$1,200 per year.

Subd. 2 Step 19 Contribution: Effective the 2016-2017 contract year, teacher members who have completed both Step 19, and have completed three years of service in District 173, shall be eligible for matching funds from the School District up to a total of \$1,500.00 per year, under Subd. 1 and 2 of this section.

Section 7. Severance Health Care Savings Plan: Teacher members are eligible to participate in the Minnesota Severance Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account.

All employees eligible for the severance payment outlined in Article VI Section 4 and Section 5 will contribute 100% of their severance to the HCSP.

Section 8. Early Retirement Health Insurance

Subd. 1. Those teachers retiring with a minimum of 25 years of service to the School District and 55 years of age can/will remain with the district health insurance coverage until becoming eligible for Medicare. The School District will make a maximum \$3,000 yearly contribution toward the cost of insurance.

Subd. 2. If the retiring teacher is reemployed and is offered health insurance with a new position outside the Mountain Lake Public School district, the coverage provided by Mt. Lake Schools will be canceled.

Subd. 3. The notice of preliminary application of intent for this benefit shall be submitted by April 1, with the notice of final application to be submitted by June 1.

Applications made after June 1, will be considered only on the basis of mutual agreement and would be non-grievable.

Section 9. Tax Sheltered Annuities: Tax sheltered annuities will be purchased upon teacher request. The request must be made at least one month in advance. The district will not be held responsible for any default in any annuity program.

Section 10. Teacher Pay Arrangements: Teacher pay arrangements (12 pay checks or 9 pay checks) may be made and will be determined by September 1.

Section 11. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual basic salary divided by the number of teacher duty days shall be deducted for each day's absence or the amount paid to a substitute teacher shall be deducted for each day's absence.

Section. 12. Early Childhood Family Education Teachers

Subd. 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. However, M.S. 122A.15 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1 or M.S. 122A.41, Subd. 1.

Subd. 2. Application of Agreement: The parties recognize that the employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Subd. 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure.

Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Subd. 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. An ECFE teacher shall be laid off and recalled within order of seniority with other ECFE teachers.

Subd. 5. Compensation: ECFE teachers shall be compensated pursuant to such a method as the parties may agree to and shall not be entitled to compensation on the regular teacher salary schedule.

FY 2021-2022	FY 2022-2023
\$30.00	\$31.00

Subd. 6. Application Articles of the Master Agreement: ECFE teachers shall be covered by the following Subds of the Master Agreement

- Article I, Purpose
- Article II, Recognition of Exclusive Representative
- Article III, Definitions
- Article IV, School District Rights
- Article V, Teacher Rights
- Article X, Leaves of Absence
- Article XIII, Grievance Procedure
- Article XIV, Duration

Subd. 7. Articles of the Master Agreement Not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed continuing contract teachers:

- Article VI, Basic Schedules and Rates of Pay
- Article VIII, Extra Compensation
- Article VII, Staff Reduction Procedures
- Article IX, Group Insurance
- Article XI, Hours of Services
- Article XII, Length of the School Year

Subd. 8. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

ARTICLE VII: STAFF REDUCTION PROCEDURES

Section 1. State Law-Seniority: Staff reduction will be made in accordance with current state law. Seniority shall begin for teachers upon the signing of their first formal contract.

Section 2. Tie Breaker: Tie Breaker Concerning Seniority: In the event of staff reduction, action affecting teachers whose first day of employment commenced on the same date, and have equal seniority; the selection of the teacher for purposes of discontinuance shall be determined by the following order of steps until the “tie” is broken.

- Step 1. Person with the least number of certified teaching areas.
- Step 2. Person on the lowest education lane for the salary schedule during the present year.
- Step 3. Last person hired according to School Board minutes.
- Step 4. Person involved in the least number of extra-curricular activities during the present year.

ARTICLE VIII: EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be effective only for the 2021-2022 and 2022-2023 school years.

Schedule C: Extra-Curricular Pay Schedule

Fall Activities		21-22	22-23
Cross Country	Head Coach	4,600	4,700
Cross Country	Assistant Coach	3,100	3,150
Volleyball	Head Coach	5,100	5,200
Volleyball	Assistant Coach	3,650	3,700
Volleyball	Assistant Coach	3,650	3,700
Volleyball	Junior High Coach	2,800	2,850
Volleyball	Junior High Coach	2,800	2,850
Football	Head Coach	5,100	5,200
Football	Assistant Coach	3,650	3,700
Football	Assistant Coach	3,650	3,700
Football	Junior High Coach	2,800	2,850
Football	Junior High Coach	2,800	2,850
Play	Play Director	3,300	3,400
Play	Music Director	2,250	2,300
 Winter Activities		 21-22	 22-23
Boys Basketball	Head Coach	5,100	5,200
Boys Basketball	Assistant Coach	3,650	3,700
Boys Basketball	Junior High Coach	2,800	2,850
Boys Basketball	Junior High Coach	2,800	2,850
Girls Basketball	Head Coach	5,100	5,200
Girls Basketball	Assistant Coach	3,650	3,700
Girls Basketball	Junior High Coach	2,800	2,850
Girls Basketball	Junior High Coach	2,800	2,850
One Act Play	Head Coach	2,725	2,825
One Act Play	Assistant Coach	1,450	1,500
Declam	Declam Coach	2,850	2,900
Declam	Declam Coach	1,825	1,850
Knowledge Bowl	Coach + \$50/event time	1,150	1,200
Knowledge Bowl	Asst. Coach + \$50/event time	1,000	1,050
Wrestling	Held by Windom		
Wrestling	Held by Windom		
Wrestling	Held by Windom		

Spring Activities		21-22	22-23
Golf	Head Coach	4,600	4,700
Golf	Assistant Coach	3,100	3,150
Track	Head Coach	5,100	5,200
Track	Assistant Coach	3,650	3,700
Track	Assistant Coach	3,650	3,700
Track	Assistant Coach	3,650	3,700
Softball	Head Coach	4,600	4,700
Softball	Assistant Coach	3,100	3,150
Softball	Junior High Coach	2,800	2,850
Softball	Junior High Coach	2,800	2,850
Baseball	Head Coach	4,600	4,700
Baseball	Assistant Coach	3,100	3,150
Baseball	Junior High Coach	2,800	2,850
Baseball	Junior High Coach	2,800	2,850
Trap League MSHSL	Advisor	1,250	1,300

Year-round Activities		21-22	22-23
FFA	Advisor	3,150	3,250
FFA	Assistant	2,200	2,250
FFA	Assistant	2,200	2,250
FCCLA	Advisor	—	—
Band Music	Band Director	1,900	2,000
Pep Band (per event)	Band Director	50	50
Jazz Band	Band Director	50	50
Vocal Music	Vocal Director	1,900	2,000
Show Choir (per event)	Vocal Director	50	50
Cheerleading	Advisor	—	—
National Honor Society	Advisor	850	900
Annual	Advisor	2,125	2,175
Science Fair	Advisor	500	500
Science Fair	Advisor	500	500
Spelling Bee	Advisor	250	250
Geography Bee	Advisor	250	250
HS Student Council	Co-Advisor	2,400	2,450
HS Student Council	Co-Advisor	2,400	2,450
EL Student Council	Co-Advisor	1,250	1,300
EL Student Council	Co-Advisor	1,250	1,300
Junior Class Advisor	Co-Advisor	550	600
Junior Class Advisor	Co-Advisor	550	600
Junior Class Advisor	Co-Advisor	550	600
Senior Class Advisor	Co-Advisor	550	600
Senior Class Advisor	Co-Advisor	550	600
Senior Class Advisor	Co-Advisor	550	600
ECFE Teacher	Teacher	30	31
Driver's Education	Teacher / BTW	30	31
Work at Home Events	Assistant	60	60

ARTICLE IX: GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law. A teacher may choose Section 2. OR Section 3. OR Section 4. for Health and Hospitalization Insurance coverage.

Section 2. Health and Hospitalization Insurance: For **2021-2022**, the school district shall contribute a sum of not to exceed **\$9,436.71** per year toward the premium for individual coverage for each full-time teacher. The School District shall contribute a sum not to exceed **\$15,725.30** per year towards the premium for family coverage for each full-time teacher.

For **2022-2023** the School District shall contribute a sum of not to exceed **\$10,333.20** per year toward the premium for individual coverage for each full-time teacher. The School District shall contribute a sum not to exceed **\$17,219.20** per year toward the premium for family coverage for each full-time teacher.

Any additional cost of the premium for single or family insurance shall be borne by the employee and paid by payroll deduction.

In the case of married couples employed by the School District, each is entitled to the full single premium to be applied to family coverage.

Section 3. Health Reimbursement Insurance Option: The Health Reimbursement for Active Employees is made available through the Minnesota Service Cooperatives VEBA Plan and Trust (the VEBA). It is intended that this arrangement constitutes a voluntary employee's beneficiary association under Section 501(c) (9) of the Internal Revenue Code. A detailed description of this arrangement is provided in the VEBA Plan Summary. Those teachers electing the Health Reimbursement Arrangement for Active Employees as their insurance option, will be covered under the following conditions.

Subd. 1. Source of Funding: The Health Reimbursement Arrangement for Active Employees is funded entirely with employer contributions.

Subd. 2. Employer Contributions: If are eligible to participate, School District will make a monthly contribution to individual accounts under the Health Reimbursement Arrangement for Active Employees in accordance with the following schedule:

- (a) **\$4,000 Deductible HSA/VEBA Plan** - \$70.00/month (**\$840/year**) for each eligible employee who elects single coverage under the group health plan. \$140.00/month (**\$1,680/year**) for each eligible employee who elects family coverage under the group health plan.
- (b) **\$7,000 Deductible HSA/VEBA Plan** - \$70.00/month (**\$840/year**) for each eligible employee who elects single coverage under the group health plan. \$140.00/month (**\$1,680/year**) for each eligible employee who elects family coverage under the group health plan.

- (c) Applicable to VEBA accounts, in the event that the School Board health insurance contribution to the employee (single or family) plan premium cost exceeds the total health insurance premium costs borne by the employee, the excess will be added to the \$70.00/month (**\$840/year**) for each eligible employee who elects **single coverage** under the group health plan, and \$140.00/month (**\$1,680/year**) for each eligible employee who elects family coverage under the group health plan.

Subd. 3. Single Coverage: The School District shall contribute a sum not to exceed **\$8,596.68** for 2021-2022, and **\$9,439.20** for 2022-2023 toward the premium for individual coverage of each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. In the case of married couples, employed by the School District, each is entitled to the full single premium to be applied to dependent coverage.

Subd. 4. Family Coverage: The School District shall contribute to the maximum sum of **\$14,045.28** for 2021-2022 and **\$15,539.20** for 2022-2023 toward the premium for dependent coverage of full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. In the case of married couples, employed by the School District, each is entitled to the full single premium to be applied to dependent coverage.

Section 4. Health Saving Account Option: Effective (7-1-14) The Health Saving Account (HSA) option is available to teachers who select a HSA compliant Consumer Driven Health Plan (CDHP). Those teachers electing the Health Saving Account Option for Active Employees as their insurance option, will be covered under the following conditions.

Subd. 1. Source of Funding: The Health Savings Account Option for Active Employees is funded with employer and employee contributions.

Subd. 2. Employer Contributions: If eligible to participate, the School District will make a monthly contribution to individual accounts under the Health Saving Account Option for Active Employees in accordance with the following schedule. If the cost of health insurance is less than the board share, employees with an HSA will have the difference added to their HSA to reach the board share amount.

- (a) \$4000 Deductible HSA/VEBA Plan - \$70.00/month (**\$840/year**) for each eligible employee who elects single coverage under the group health plan. \$140.00/month (**\$1,680/year**) for each eligible employee who elects family coverage under the group health plan.
- (b) \$7000 Deductible HSA/VEBA Plan - \$70.00/month (**\$840/year**) for each eligible employee who elects single coverage under the group health plan. \$140.00/month (**\$1,680/year**) for each eligible employee who elects family coverage under the group health plan.

- (c) Applicable to HSA accounts, in the event that the School Board health insurance contribution to the employee (single or family) plan premium cost exceeds the total health insurance premium costs borne by the employee, the excess will be added to the \$70.00/month (**\$840/year**) for each eligible employee who elects **single coverage** under the group health plan, and \$140.00/month (**\$1,680/year**) for each eligible employee who elects family coverage under the group health plan.

- (d) Subd. 3. Single Coverage: The School District shall contribute a sum not to exceed **\$8,596.68** for 2021-2022, and **\$9,439.20** for 2022-2023 toward the premium for individual coverage of each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. In the case of married couples, employed by the School District, each is entitled to the full single premium to be applied to dependent coverage.

- (e) Subd. 4. Family Coverage: The School District shall contribute to the maximum sum of **\$14,045.28** for 2021-2022 and **\$15,539.20** for 2022-2023 toward the premium for dependent coverage of full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. In the case of married couples, employed by the School District, each is entitled to the full single premium to be applied to dependent coverage.

Section 5. Long Term Disability Insurance: The School District shall carry long term disability insurance coverage with a monthly benefit of 60% of covered earnings for teachers employed by the School District who qualify for and are enrolled in the School District group income protection plan. The district will contribute up to \$20,000 for the duration of this 2021-2023 contract (July 1, 2021 to June 30, 2023) to cover the total long-term disability premium.

Section 6. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amount as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. The policy effective dates shall be October 1, through September 30, for all teachers fulfilling their contract. A teacher new to the School District shall have the option of paying full premium for the month of September. Upon termination of employment during the school year all district contributions shall cease. (See also Article VI, Section 7).

Section 8. Part-time Teacher: Any part-time teacher shall receive prorated health insurance and sick leave, if allowed by the carrier.

ARTICLE X: LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A teacher shall earn sick leave at the rate of 12 days for each year of service. However, if a teacher should fail to complete the school year there will be a prorated payback for the number of days used but not earned for that particular year.

Subd. 2. Unused sick leave days may accumulate to a maximum of 180 days of sick leave per teacher.

Subd. 3. Sick leave with pay shall be allowed whenever a teacher's absence is due to the employee's illness which prevents his/her attendance at school and performance of duties on that day or days.

Subd. 4. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, (indicating such absence was due to illness), in order to qualify for sick leave pay. In the event that a medical certificate is required, the teacher will be so advised and it will be paid for by the School District and the School District will indicate the doctors. However, the final determination as to the eligibility of a teacher for sick leave is reserved by the School District.

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

Section 2. Other Allowance on Sick Leave:

Subd. 1. Up to five (5) days leave shall be allowed, the days to be deducted from sick leave, for death in the immediate family; illness in the immediate family requiring the teacher to be absent from school; unusual situations will be determined and dealt with by the building principal upon written request of the teacher.

Section 3. Association Leave:

Subd. 1. Up to five (5) teacher days, leave shall be allowed to teacher representatives of the local association, with prior approval, to attend association meetings with no loss of pay.

Section 4. Personal Leave: At the beginning of every school year each teacher shall be credited with personal leave as listed in Sub. 1. Unused personal leave may carry over from the previous year, up to a maximum number of four (4) personal leave days to be used in any particular year. Teachers not using their assigned number of personal days will be paid the current substitute teacher daily rate for each unused personal day.

Sub. 1. Years of Service & Number of Days

- (a) 0 – 9 years of service in any school district - 2 personal days per year.
- (b) 10 or more years of service in any school district – 3 personal days per year.

Section 5. Jury Service: A teacher called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

Section 6. Child Care Leave:

Subd. 1. A childcare leave may be granted by the School District subject to the provisions of this section. Childcare leave may be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. A teacher making an application for child care leave shall inform the superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, a teacher may elect to utilize sick leave pursuant to the sick leave provisions of the Agreement in addition to seeking a childcare leave pursuant to this section. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., semester break or quarter break, end of the grading period, end of the school year, or the like.

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

- (a) Grant any leave more than twelve (12) months in duration.
- (b) Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. A teacher returning from childcare leave shall be reemployed in a position, which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. A teacher who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The

teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs the teacher wishes to retain, commencing with the beginning of the child care leave.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Section 7. Unpaid Leave: A Teacher will be granted a leave for up to ten (10) working days per year without pay for reasons not covered under other leave sections of this contract. No more than two (2) teachers may utilize this leave at any one time. No more than five (5) consecutive days will be allowed at any one time. Leaves will be granted based on the date of application. Requests for unpaid personal leave must be submitted to the building principal at least five (5) working days in advance. The substitute teacher will be arranged for and paid by the School District.

ARTICLE XI: HOURS OF SERVICE

Section 1. Basic Pay: The basic teacher's day, inclusive of 1/2-hour lunch, shall be eight hours.

Section 2. Building Hours: The specific hours of any individual building will be designated by the School District.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher day as is required by the school district. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities.

Section 4. Preparation Time: Each Elementary teacher shall have a minimum of 250 minutes per week (during the normal student day) for preparation time.

Section 5. Sixth Hour Assignment (Secondary Teachers): The maximum teaching load for secondary teachers shall consist of no more than five (5) class periods and one study hall or lunch line supervision. If mutually agreed upon, a teacher may be assigned a sixth class in lieu of a study hall. Compensation for a sixth hour class will be \$2,500.

Section 6. College in the Classroom.

Subd. 1. Teachers who teach College in the Classroom, or Concurrent College classes, shall receive an additional compensation of \$500 for each semester college class taught.

Subd. 2. The district reserves the right to assign College in the Classroom coursework as a part of the teacher's regular five (5) period assignment expectations.

Subd. 3. The College in the Classroom additional compensation does not apply to credits earned through CLEP.

Section 7. Additional License & Endorsements.

Subd. 1. From time to time, the District Administration may deem it necessary to request a teacher (or a person who is not a teacher) to complete additional license endorsements or credits. Teachers (or persons) requested by District Administration to complete credits to add additional endorsements will be reimbursed up to 100% for undergraduate credits and up to 100% for graduate credits.

- a. A teacher is someone who holds a Tier 1, 2, 3 or 4 License from MN PELSB.
- b. A person is someone who is not a teacher and does not have a Tier 1, 2, 3, or 4 License from MN PELSB.

Subd. 2. At the discretion of District Administration, books, mileage and supplies may also be reimbursed.

Subd. 3. Credits earned in this manner will be applicable to advancement on the salary schedule.

Subd. 4. To receive reimbursement:

- a. The employee must receive prior written approval in the form of a written agreement from the School District.
- b. Approval, in the form of a written agreement, must include: the number of credits to be earned, a class list, and any reimbursements to be expected for books, mileage and supplies.
- c. The written agreement shall be signed by the employee and the Superintendent.
- d. Reimbursement requires the successful completion of the requirements of the class(es).
- e. Classes that are dropped, withdrawn, failed, or ones that do not earn the expected grade and credit(s) will not be reimbursed.
- f. Reimbursement will require the employee to present the School District with proof in the form of an official transcript of class completion.

Subd. 5. Reimbursement Schedule & Additional Criteria

- a. Reimbursement shall occur over 5 years. Twenty percent (20%) of the total agreed upon costs will be reimbursed after the first year in which the new endorsement and/or certification is completed as stated in the written agreement.
- b. Thereafter, 20% will be reimbursed after the completion of each succeeding year that the employee teaches in the district until the agreed upon cost has been reached.
- c. Termination, non-renewal, resignation, retirement, or any other employment ending event (i.e. forced termination, long term illness or death) will disqualify the employee from reimbursement. In such cases where employment ends before the end of the school year, reimbursement will cease on a prorated basis on the day of employment.
- d. The district reserves the right to negotiate or adjust the agreement to include loan forgiveness programs as a reimbursement method.
- e. Reimbursement shall occur after (not before) the successful completion of the credits.

Subd. 6. MLEA Acknowledgement.

- a. All written agreements leading toward the completion of additional licenses and endorsements must require a non binding signature of acknowledgement from MLEA.

ARTICLE XII: LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the School Board shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority, has determined to conduct school. The school year for 2021-2022 and 2022-2023 shall consist of 183 days.

Section 2. Emergency Closings: The School Board has set a calendar of 174 student days for the 2021-2022 and 174 student days for the 2022-2023 school year. Any student days lost for whatever reason below 174 days will be made up according to a scheduled plan prepared by the administration.

Section 3. State Department Directives: Student days lost because of the energy crisis and/or State Department of Education directive will be controlled by the decision of the State Commissioner of Education as to whether they will be made up.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. 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 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board’s designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file and grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board’s designee.

Section 5. Adjustment of Grievance: The School Board and the teacher shall attempt to adjust all grievances, which may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School Board designee 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 resolved in Level I the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee 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 or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the School Board shall set a time to hear the grievance within twenty (20) days after the 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 or representative(s) of the board may be designated by the School 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.

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 representatives notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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 teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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 the PERA to appoint an arbitrator, pursuant to M.S. 179 A.07, Subd. 7. providing such requests are made within twenty (20) days after request for arbitration. 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 or the failure to request an arbitrator from the PERA within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

A) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance, which shall include the following:

- 1) The issues involved
- 2) Statement of the facts
- 3) Position of the grievant
- 4) The written documents relating to Section 5, Article XII of the grievance procedure

B) The School Board shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

Subd. 6. 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 him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

Subd. 7. 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 the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection

and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIV: DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. 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 May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.

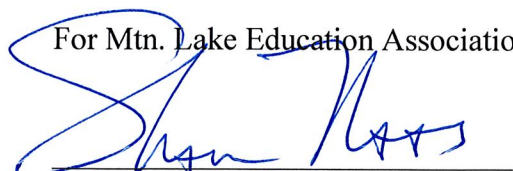
Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions,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

Section 3. Finality: Any matters relating to the current contract term whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

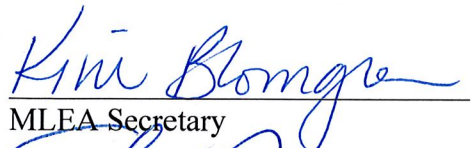
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

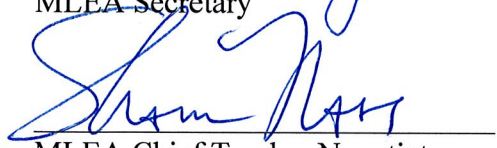
For Mtn. Lake Education Association



MLEA President



MLEA Secretary

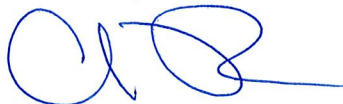


MLEA Chief Teacher Negotiator

4-26-2022

Date

For Independent School District No. 173



School Board Chair



School Board Clerk



School Board Chief Board Negotiator

4-26-22

Date