

**2017-19 AGREEMENT
INDEPENDENT SCHOOL DISTRICT #659
NORTHFIELD, MINNESOTA**

and the

NORTHFIELD EDUCATION ASSOCIATION

**AGREEMENT EXTENDS FROM
July 1, 2017 to June 30, 2019**

2017-19 AGREEMENT

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and the
NORTHFIELD EDUCATION ASSOCIATION**

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**Independent School District No. 659
Northfield, Minnesota
and the
Northfield Education Association**

**ARTICLE I
PURPOSE**

Section 1. THIS AGREEMENT, entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the School Board, and the Northfield Education Association, hereinafter referred to as NEA, 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. Any term used in this Agreement that is also defined in the PELRA is intended to have the same definition as used in the PELRA.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. In accordance with the PELRA, the School Board recognizes the Northfield Education Association as the exclusive representative of teachers employed by the School Board. The NEA, as exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all the teachers of the District including those on approved leave of absence as defined in this Agreement and the PELRA.

**ARTICLE III
RIGHTS AND OBLIGATIONS OF THE SCHOOL BOARD**

Section 1. The School Board 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, educational policies, and programs of the School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. The School Board has an obligation to meet and negotiate in good faith with the exclusive representative of the teachers in an appropriate unit regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the School Board or its representative to agree to a proposal or require the making of a concession.

Section 3. The School Board has the obligation to meet and confer with teachers to discuss policies and those matters relating to their employment not included under the PELRA.

Section 4. The School Board 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 an appropriate teacher unit except through the exclusive representative if one is certified for that unit or as provided for in the PELRA.

Section 5. The School Board shall have the right to petition the director for arbitration under the PELRA; provided the exclusive representative or the School Board has first petitioned the director for mediation services as are available under the PELRA.

Section 6. The School Board may hire and pay for arbitrators desired by the provisions of the PELRA.

Section 7. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, valid Rules and Regulations of the State Board of Education, and rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect. This section does not incorporate federal and Minnesota law or applicable federal and state agency rules by reference into this Agreement.

Section 8. The School Board has the duty to efficiently manage the School District. The primary obligation of the School District is to provide students with the opportunity for an education. The enumeration of rights and duties in this Article do not exclude the inherent managerial rights and functions not expressly reserved herein.

ARTICLE IV RIGHTS AND OBLIGATIONS OF TEACHERS

Section 1. Nothing contained in the PELRA shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of teachers 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. Teachers shall have the right to form and join labor or teacher organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board of such unit.

Section 3. Teachers who are professional employees as defined by the PELRA have the right to meet and confer with the School Board regarding policies and matters not included under the PELRA.

Section 4. Teachers through their certified exclusive representative have the right and obligation to meet and negotiate in good faith with their School Board regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the exclusive representative to agree to a proposal or require the making of a concession.

Section 5. Teachers shall have the right to request and be allowed dues check off for the exclusive representative, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the PELRA.

Section 6. An exclusive representative shall have the right to petition the director for arbitration under the PELRA; provided the exclusive representative has first petitioned the director for mediation services as are available under the PELRA.

Section 7. Personnel Files. Every teacher has a permanent file in the District Office. Pursuant to M.S. 122A.40, subd. 19, as amended, all evaluations and official files, wherever generated, relating to each individual teacher shall be available during regular school business hours to each individual teacher upon the teacher's written request. The teacher shall have the right to reproduce any of the contents of the files and may include in the file written information in response to any material contained therein. When material involving evaluation or any performance related material or notice of reprimand or deficiency is to be placed in a teacher's file, a copy will be provided to the teacher. The school district may destroy such files as provided by law, after first giving the teacher the opportunity to keep any items scheduled to be destroyed. Any teacher may submit items to his/her immediate supervisor for inclusion in the file.

Section 8. Association Release Time. During the term of this Agreement, the exclusive representative will have available 480 hours of release time. This time shall include all time spent away from teaching duties on behalf of the exclusive representative as designated by the Northfield Education Association President including any negotiation or grievance activities. Association leave shall not be used for activities in support of any other exclusive representative of employees, nor to run for elective office of any kind.

Section 9. Full-Time Teachers. Teachers regularly scheduled to work the full teacher duty day as described in Section 1, Article IX, shall be deemed to be "full-time" teachers.

Section 10. Association Member List. The District shall provide in electronic form to the Association the names, work email address, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed, upon request. Such requests shall be filled within five business days.

Section 11. Reasonable Access. Representatives of the Association shall have reasonable access to worksites and school facilities to communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Association representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

ARTICLE V BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules. The salary schedules of teachers covered by this Master Agreement are set forth in appendices A and B attached herewith, and are hereby incorporated as part of this Master Agreement.

A. Eligibility for Increments.

1. Each teacher who worked more than one-half of the teacher duty days for the 2016-17 school year will be advanced one step on the salary schedule for the 2017-18 school year. Increments contained in the 2018-19 salary schedule will not be paid in the 2019-20 school year in the absence of an agreement between the parties covering the period from July 1, 2019 to June 30, 2021.

B. Recognition of Prior Experience. Full credit for teaching experience in other school systems shall be given for up to six years when placing newly hired teachers on the salary schedule. At the discretion of the School Board, more than six years of teaching experience may be credited at the time of hire for salary schedule placement, especially in difficult to fill licensure areas.

C. National Certification. Any teacher who has achieved one of the following national certifications shall be paid an annual stipend of five hundred (\$500) dollars. This stipend shall

not be considered part of the teacher's annual salary. The teacher shall provide a copy of current certification to the Human Resources Office prior to September 15 of each school year.

The following certifications shall apply:

Board Certified Behavior Analyst (BCBA)

National Board of Professional Teaching.

Guidance Counselors: LPC (Minnesota Board of Behavioral Health and Therapy-Licensed Professional Counselor).

Occupational Therapists: NBCOT (National Board for Certification in Occupational Therapy).

Physical Therapists: ABPTS-PCS (American Board of Physical Therapy Specialties-Pediatric Certified Specialist).

Psychologists: NASP-NCSP (National Association of School Psychologists-National Certified School Psychologist).

Social Workers: LSW, LGSW, LISW, or LICSW (Minnesota Board of Social Work-Licensed Social Worker, Licensed Graduate Social Worker, Licensed Independent Social Worker, or Licensed Independent Clinical Social Worker).

Speech Language Pathologists: ASHA-CCC-SLP (American Speech-Language-Hearing Association Certificate of Clinical Competence in Speech-Language Pathology).

D. Recognition of outstanding performance or extraordinary contribution to the School District. Any teacher who achieves the following recognition may receive a one-time stipend not to exceed the amounts identified below:

1. State Teacher of the Year Finalist (\$500.00)
2. State Teacher of the Year (\$1,000)
3. Ph.D. or Ed.D. in field of study germane to teaching assignments, not reflected on the salary schedule. (\$1,000)
4. National Teacher of the Year (\$1,000)

Section 2. Lane Freezing.

A. The following lanes will have steps frozen as listed:

<u>Lane</u>	
B.A.	<u>14</u>
All other lanes	15

No teacher may advance beyond the maximum step on a lane set forth above.

B. Negotiated raises in steps during subsequent years shall, however, be paid.

C. A teacher changing lanes from a frozen step shall receive credit toward step increments in the new lane for service while on the frozen step, up to the maximum step on the new lane set forth above.

Section 3. Rehired Retired Teachers. The School District may rehire retired teachers for positions, including long-term substitute positions according to the following provisions:

- A. The exclusive representative recognizes voluntary waiver of continuing contract rights by retirees who want to return to teaching.
- B. The salary placement shall be on the teacher's proper lane and not less than the sixth step. No longevity payments will be made.
- C. All benefits and leave time will be provided according to the Master Agreement, except 403b contributions, accumulation of leave time, and retirement provisions. Retirees receiving retirement insurance benefits from the District when rehired will continue with those benefits as if retired.
- D. Insurance benefits may be waived by mutual consent.

**ARTICLE VI
EXTRA COMPENSATION**

Section 1. Individual teachers may enter into separate contracts with the School Board for the performance of assignments in addition to or differing from the performance of basic teaching duties. Such separate extra assignment contracts shall not be part of a teacher's continuing contract. Non-bargaining unit individuals hired for Schedule C assignments are not subject to this Agreement.

**ARTICLE VII
INSURANCE**

Section 1. Group Insurance. During the term of this Contract, the Employer will purchase group insurance policies described in this Article as provided by law. The eligibility of an enrolled teacher for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage. It is further agreed that the Employer's only obligation under this Article is to make the premium payments as provided in this Contract, and no claim shall be made against the Employer in the event of a denial of insurance benefits by an insurance carrier.

Teachers regularly scheduled to work 20 or more hours per week shall be eligible for benefits described in this insurance article. Teachers regularly scheduled to work less than 20 hours per week shall not be eligible for benefits described in this article. The employer shall contribute toward the premiums for health and hospitalization and dental insurances on a pro-rata basis of the amounts listed in Sections 2 and 3 of Article VII for teachers regularly scheduled to work 20 to less than 30 hours per week (.5 FTE to less than .75 FTE). The contribution shall be prorated commensurate with the amount of time the teacher is regularly scheduled to work.

All insurance benefits shall commence on the first day of scheduled service and continue through the following August unless modified by a leave of absence or severance of employment prior to the close of the school year. The District shall continue its contribution toward the premium for health and hospitalization insurance for dependents of a deceased teacher for a period of six months after the teacher's death or until the contribution would have otherwise ceased, whichever is sooner, provided the deceased teacher was enrolled in family coverage at the time of death.

Substitute teachers working less than sixty (60) consecutive working days shall not be eligible for benefits described in this Article. When it is known in advance that a substitute teacher will be employed for sixty (60) consecutive working days or more, the teacher will receive a substitute contract and shall be eligible for insurance benefits as provided in this Agreement. Participation in the district's insurance benefits plans will cease effective on the last day of the month in which the last day was worked.

Section 2. Health and Hospitalization Insurance. During the term of this agreement, the Employer will contribute for single or family coverage toward the monthly premium for each teacher regularly scheduled to work 30 or more hours per week (.75 FTE or more) who qualifies for and is enrolled in coverage under the district medical and hospitalization insurance plan. The contribution amounts are as follows:

	<u>Single Coverage</u>	<u>Family Coverage</u>
July 1, 2017 through December 31, 2017	\$529.69/month	\$1,347.55/month
January 1, 2018 through December 31, 2018	\$479.69/month	\$1,297.55/month
January 1, 2019 through December 31, 2019	\$479.69/month	\$1,297.55/month

Note: Beginning January 1, 2018, a corresponding reduction of \$75 to the overall health insurance premiums for both single health coverage and family health coverage will result in the employee saving \$25 per month in the out-of-pocket expense of their health plan for both single and family coverage.

Participation in the insurance program will be voluntary. Coverage shall be effective only upon enrollment of the individual teacher and the teacher’s family. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum School Board contribution toward the type of coverage for which such teacher is enrolled.

Section 3. Dental Insurance. During the term of this agreement, the Employer will contribute \$28.20 for single coverage or \$64.34 for family coverage toward the monthly premium for each full-time teacher who qualifies for and is enrolled in coverage under the district dental insurance plan.

The effective date for employer contributions shall January 1, 2018 to December 31, 2018, and January 1, 2019 to December 31, 2019, subject to the duration of the Agreement as provided in Article XXVII, Section 1.

Section 4. Income Protection. The Employer will pay the full premium for each teacher who qualifies for and is enrolled in coverage under the district’s long-term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings, including longevity.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the teacher’s basic earnings. The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, teachers receiving long-term disability insurance benefits may continue in the district’s group insurance plans at the teacher’s expense. Benefit payments shall continue in accordance with federal regulations.

Section 5. Life Insurance. The Employer will provide group term life insurance coverage for each teacher who enrolls in the insurance plan in the amount of \$50,000.00. Each teacher may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the teacher through payroll deduction.

Section 6. Tax Deferred Accounts. All eligible teachers may participate in an IRS approved tax-deferred plan established pursuant to United States Public Law No. 98-370.

Section 7. Retirement Insurance. Teachers shall notify the District of their intent to retire by April 1.

Subd. 1. Eligibility. Any teacher whose seniority date is prior to July 1, 2009 and has at least ten (10) years experience in Independent School District No. 659 and retires upon attaining age fifty-five (55) or thereafter may elect to be covered under the group health and hospitalization, dental plans and life insurance plans provided by the School District as provided by law.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Subd. 2. District Contribution. The teacher may continue participation in the district's group term life insurance plan according to provisions of Section 5 above at the teacher's own expense until the teacher is eligible for Medicare.

Prior to becoming Medicare eligible, the District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as an employed teacher but not more than 80% of the health and hospitalization insurance premium as follows:

1. Nine (9) years for those teachers whose most recent date of hire was on or before September 1, 1987.
2. Six (6) years for those teachers who were employed September 1, 1987 through June 30, 2009.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$350.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611.

Subd. 3. Teachers whose seniority date is after July 1, 2009. The benefits outlined in this subdivision shall be available to regular teachers that work .50 FTE or more whose seniority date is on or after July 1, 2009, for the full school year. Teachers must be actively working for the full school year to be eligible for the Health Reimbursement Arrangement (HRA) contribution. Teachers on leave of absence during a school year will not be eligible for HRA contributions for that school year. The HRA contribution will not be prorated for partial school years worked with the following exception: teachers who retire prior to the end of the school year will receive a prorated contribution based on the number of days worked divided by the total number of teacher duty days in the school year during which they retire.

Beginning in contract year 2009-10, the district will set aside \$1,000.00 annually for all newly hired full-time teachers. Regular part-time teachers that work .50 FTE or more will receive a prorated portion of the contribution. The district contribution will be made in July following the preceding full school year of service. The district contribution will be deposited into a district reserved account on behalf of all eligible employees as outlined in this article; however, all district contributions will remain district assets until

eligible employees meet the district's vesting requirements. Teachers will become vested when they have at least 10 years of continuous service to the district, including District approved leaves of absence. For each year of service thereafter, the district will continue to deposit \$1,000.00 annually in the HRA account of all eligible full-time employees as outlined in this article. The deposit for part-time teachers will be prorated to the FTE for which they are contracted. The district contributions will be made in July following the preceding full school year of service. The vested teacher will have access to his/her HRA account balance upon separation of employment.

Teachers whose seniority date is on or after July 1, 2009, shall not be eligible for other benefits provided under Article VII, Retirement Insurance; Section 7, Subdivision 1 or 2.

Subd. 4. Other Employer Insurance. Coverage will be available to a retired teacher who has group medical insurance available to him/her from another employer; however, such other employer's coverage shall be considered primary.

ARTICLE VIII LEAVES

Section 1. Leave Allowance.

A. At the beginning of each school year each teacher employed half time or more will be granted a leave allowance the hourly equivalent of twelve (12) days, prorated to the FTE portion of the teacher's individual contract, for absences without deduction from pay during such school year. A teacher may use the hourly equivalent of fifteen (15) days the first year, but only a maximum of the hourly equivalent of twenty-four (24) days will be allocated the first two years of employment. Such leave allowance may only be used under the terms and conditions set forth in this Article. All sick leave, bereavement leave, and personal leave will be charged against the teacher's leave allowance, except as provided in Section 4A, Article VIII, below. All leave allowance shall be based on a teacher's current workday.

B. Unused portions of a teacher's leave allowance may accumulate from one basic school year to the next to a maximum of two hundred (200) days.

C. Number of days accumulated shall be available to all teachers via the employee self-serve system.

D. Leave allowance will not apply, nor may it be earned or accumulated during any leave of absence, paid or unpaid, except as expressly provided in this Agreement

E. School Conference and Activities Leave. In accordance with the provisions of MS.181.9412, the District will provide each teacher with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the teacher's leave allowance.

Section 2. Sick Leave.

A. Leave allowance may be used by a teacher for a necessary absence on a work day during the school year because of illness or injury of the employee or the employee's dependent child. Leave allowances are available for other individuals to the extent provided by Minnesota law

or FMLA, and are not subject to the grievance procedure. This includes medically necessary appointments.

B. An individual teacher may be notified in writing that, in order to qualify for future sick leave pay, a statement from a physician of the teacher's choice may be required.

C. A teacher receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the teacher's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the teacher. In no event shall the additional compensation paid to the teacher result in the payment of total daily, weekly or monthly compensation in excess of such teacher's basic salary.

D. Sick Leave for Part-time Teachers. Teachers employed less than 20 hours per week shall be eligible for four (4) days of sick leave per year, commensurate with the portion of the day worked, non-accumulative, for personal illness or injury. Leave allowances are available for other individuals to the extent provided by Minnesota law, and are not subject to the grievance procedure. Such teachers will not receive any other benefits provided under this Article.

Section 3. Bereavement Leave.

A. Up to a total of ten (10) days leave allowance per year may be used in case of bereavement leave.

Bereavement leave may be used in the case of a death of family members or friends.

Exceptions to the above restrictions may be granted at the discretion of the Superintendent, or designee, depending upon the circumstances surrounding the leave.

Section 4. Emergency Leave.

A. Up to two (2) days of leave allowance may be used in the event of emergencies after a teacher's personal leave account has been exhausted. Teachers are eligible to use emergency leave when there are daycare closings that result in a teacher's dependent child not being cared for as planned, damage to a teacher's property, assisting another in an emergency, or to provide information about an emergency to law enforcement or other public safety personnel. Emergency leave will be deducted from an individual's sick leave allowance. The Leave Allowance Bank will not cover the use of Emergency Leave.

Section 5. Personal Leave and Short-term Leave of Absence.

A. A teacher will be allowed two (2) days per year of personal leave, non-accumulative, without the necessity of prior administrative approval, but with at least three (3) days written notice via the District's substitute/leave reporting system except for emergency. These two days will not be deducted from the leave allowance.

With the exception of teacher preparation days where no cap will be in effect, personal leave for a particular day will be granted on the basis of the order such requests are received. The following chart indicates the number of teachers eligible for personal leave by building for each eligible workday:

Northfield High School	4
Northfield Middle School	3

Bridgewater Elementary	2
Greenvale Park Elementary	2
Sibley Elementary	2
Longfellow (Special Education/Itinerant Staff)	1
ALC	1

Personal leave will not be granted during the first week or the last week of instructional days, or on an open house as referred to on the school calendar, staff development, or conference days, except in exceptional and unusual cases at the discretion of the Director of Human Resources. Requests need not include reasons for the leave day except when the teacher is requesting an exception to the above regulations.

- B.** Included in the last check of the school year, any teacher who uses no personal leave for the school year shall receive an additional \$300 payment, prorated for FTE.

Included in the last check of the school year, any teacher who uses only one personal leave day for the school year shall receive an additional \$100 payment, prorated for FTE.

The payment shall be calculated based on the whole number. No proration shall be provided for portions of a whole personal day remaining.

Examples: A full-time teacher who has used no personal leave during the year would receive a one-time payment of \$300. A full-time teacher who has used one half of a personal day (has 1.5 days of personal leave remaining) would receive a one-time payment of \$100. A teacher who has used 1.4 personal days (has 0.6 of personal leave remaining) will not receive any additional payment.

- C.** The Director of Human Resources may approve a short term leave of absence beyond that specified herein for exceptional and unusual circumstances, which shall result in the withholding of pay as computed against the total number of teacher duty days in the contract year.

Section 6. General Leave of Absence.

- A.** Eligibility: The District, at its discretion, can grant a request for partial or full unpaid leaves of absence up to one year in duration for those who taught at least two years in the District.
- B.** Requests: Leave requests are required to be submitted to Human Resources by March 1st. Requests received after March 1st may be considered on an individual basis. Requests shall be subject to District approval, whose decision is binding. The School Board's decision may not be grieved.
- C.** Reinstatement: A teacher has a right to be reinstated to a position for which the teacher is licensed (the teacher is not reinstated to a specific position or a specific site) at the beginning of any school year immediately following a year of General Leave, if the teacher notifies the District of his/her intent to return by March 1st preceding the school year in which the teacher is scheduled to return. Written notification of intent to return shall be delivered in person or by mail (US Mail or Interschool) to the Director of Human Resources.
- D.** Benefits: While on a General Leave of Absence, or while on an extended leave of absence granted pursuant to M.S. 122A.46, a teacher may continue participation in the insurance plans of the school district at the teacher's own expense.

- E. Seniority: Any teacher who is reinstated to a teaching position in the District shall retain seniority and continuing contract rights as though the teacher had been teaching in the District during the period of General Leave of Absence. The teacher is not reinstated to a specific position or a specific site and the time spent on leave does not determine steps taken on the matrix for the teacher's salary upon return.

Section 7. Child Care Leaves. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those teachers that meet the current eligibility requirements of FMLA. Child care leaves for those teachers that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy.

- A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the teacher for an extended period of time.
- B. A teacher making application for unpaid child care leave shall inform the principal in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The principal and the teacher will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the teacher shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 2 and long-term disability insurance under Article VII, Section 4, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph K.
- D. The school district, upon meeting in person and discussing the teacher's return date preferences, may make moderate adjustments in 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 - e.g., winter vacation, spring vacation, semester break or quarter break, end of reporting period, end of the school year, or the like.
- E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:
 - (1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.
 - (2) Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.
- F. A teacher returning from child care leave shall have a right to return to the teacher's original position as specified in the teacher's child care leave plan if the teacher's leave is commenced and concluded within the same school year or concluded prior to the first teacher duty day of the following school year. If a teacher's child care leave plan does not call for the teacher's return within the year it is commenced, a teacher shall have the right to be returned to an equivalent contractual position, subject to the unrequested leave of absence procedure of Article XIV and transfer procedures in Article XV.
- G. Failure of the teacher to return pursuant to the date determined under this Section shall constitute the failure to teach without first securing a release which is a ground for immediate discharge unless the school district and the teacher mutually agree to an extension in the leave.

- H. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The teacher shall accrue additional experience credit or leave time during the period of absence for child care leave, if the leave commences and ends within the same school year. Experience credit for any subsequent leaves for the same child shall be in accordance with Article V, Section 1, Item A.
- I. Child care leave shall be without pay. The school district shall continue its contribution for group insurance as specified in Article VII for a teacher on child care leave through the following August. Thereafter, a teacher may continue participation for the remainder of the leave, or subsequent child care leaves for the same child, in the insurance plans of the School District at the teacher's own expense.
- J. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.
- K. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave.

Section 8. Judicial Duty. For any teacher who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such teacher's basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the building administrator is required to permit the scheduling of a substitute, if required. An employee is also required to notify the building administrator upon being excused from judicial duty.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Day. Except as modified pursuant to Article X, Section 2, the basic teacher's day, inclusive of a 25 minute "duty free" lunch, shall be eight hours. Part-time teachers shall have responsibilities in proportion to their contracts: e.g., a teacher with a 3/5 contract is responsible for up to 24 hours of service per week. Part-time teachers working half-time or more will receive a 25 minute duty free lunch period. All part-time teachers will receive pro-rated prep time and non-instruction time within their duty time calculation.

Section 2. Building Hours. Under normal circumstances, the building hours for the Basic Day shall be from 7:30 a.m. to 3:30 p.m. with a duty free lunch and a preparation period. The specific hours at any individual building may vary according to the need of the educational program of the school district. The School Board retains the right to set different hours for each building after conferring with the exclusive representative, and has, after such a conference, specifically retained the ability to alter the starting and ending times of the basic work day by up to 45 minutes, not to exceed eight (8) hours per day. Teacher requests for flex time of up to 60 minutes may be approved at the discretion of the building principal. Teachers may leave the building on Friday afternoon after the students have left the buildings. The building principal may extend dismissal of staff on Friday for good and sufficient reason after conferring concerning the agenda with the NEA building representative and consistent with the provisions of Article IX, Section 3C.

On scheduled non-student contact days, all buildings will have common building hours and lunch period in order to facilitate collaborative activities between buildings and maximize effective use of presenters and consultants.

Section 3. Preparation Time.

- A.** The School Board recognizes that the teachers use part of their time at home as additional preparation time.
- B.** Each full-time secondary teacher shall have one uninterrupted period during the school day for preparation. Each full-time elementary teacher shall have preparation time comparable to that provided secondary teachers. Such preparation time shall be scheduled in one or two uninterrupted time blocks during the student contact day, except when scheduled differently by mutual agreement between the individual teacher and school administration. The District continues its strong commitment to provide full-time elementary teachers with one uninterrupted time block for preparation. Preparation time for part-time teachers shall be prorated. The word “uninterrupted” shall not prevent ordinary professional communications.
- C.** In addition to B above, any unscheduled time between the hours of 7:30 a.m. and 3:30 p.m. shall be considered preparation time. Principals may require attendance of building faculty members at one meeting not to exceed one hour per week scheduled during the preparation period.
- D.** School District procedures for attendance in the classroom while a special teacher has charge of the class shall be clearly defined in School District policies. In the absence of such a policy, classroom attendance shall be up to the discretion of the classroom teacher. This policy shall be subject to the grievance procedure.

Section 4. Specialists Schedules. The maximum number of 25 minute sections that a 1.0 FTE elementary specialist teacher shall teach per week is 65 sections.

ARTICLE X 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, determine the number of school days and teacher duty days for the next school year. Each teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the school district is authorized to conduct school. The school year shall include not more than 187 teacher duty days (exclusive of holidays and Education Minnesota Professional Conference Days). The School Board shall consider the recommendation of the Meet and Confer Committee concerning the placement of student days and additional teacher duty days, including parent teacher conference days, and/or evenings and open houses for which compensation time shall be scheduled, and shall adopt the school calendar for the succeeding school year indicating the placement of the above days prior to April 1.

When scheduled by the School District, a teacher preparation day is intended to allow teachers to complete necessary work away from the presence of students. Required building-wide and district-wide meetings will not be scheduled during this time. Teacher preparation days cannot be converted to staff development days or student contact days. A total of four teacher preparation days will be included in each school calendar. The Meet and Confer committee will recommend placement of three teacher preparation days on the calendar at the end of the 1st, 2nd, and 3rd quarters. The placement of the fourth teacher preparation day on the calendar will be at the discretion of the School Board with input from the Meet and Confer committee.

Section 2. Emergency Closings and Rescheduling of Teacher Duty Days and Hours. In the event of any emergency, school may be closed at the discretion of the Superintendent. Upon the recommendation of

the Superintendent, and approval by the School Board, teacher duty days and school days may be rescheduled, building hours may be changed, and the length of the basic teacher's day may be adjusted; provided, however, that the School Board shall not increase the total duty time per week required of a teacher. Such changes shall be discussed with the exclusive representative prior to final action by the School Board. For the purpose of this Section an "emergency" shall include, but shall not be limited to, unusually severe weather, mechanical failure of essential equipment affecting the comfort and safety of pupils and teachers, epidemic or widespread illness, severe energy shortages, or damage to building by fire or water, etc., work stoppages by other employee groups. The first two student days lost because of emergency closings will not be rescheduled. After the first two student day cancellations, the District may reschedule cancelled student days, with the approval of the School Board. Teacher work days lost because of emergency closing will not be made up, but other teacher duty days may be made up upon recommendation by the Superintendent and approval by the School Board. All leaves scheduled for a day cancelled by the District will be returned to the employee's corresponding leave account.

**ARTICLE XI
DUES CHECK-OFF AND FAIR SHARE FEE**

Section 1. Dues Check-Off. The School Board agrees to deduct dues for membership in the Association and such other deductions as are mutually agreed by the Association and the School District for any individual teacher who has authorized such check-offs on the following form:

DUES DEDUCTION AUTHORIZATION FORM		
NAME _____	_____	_____
Last	First	Middle Initial
School or Department _____		
<p>I hereby request and authorize Independent School District No. 659, Northfield, Minnesota, to deduct from my earnings and deposit to the credit of the Northfield Education Association an amount sufficient to provide for regular payment of the current rate of membership dues as certified by the Northfield Education Association. This authorization is revocable by me only upon thirty (30) days written notice to Independent School District No. 659 on authorized forms, with due notice to the Association, or upon termination of my employment. I hereby waive all right and claim for said monies so deducted and deposited in accordance with this authorization, and relieve Independent School District No. 659 and all its officers from any liability therefor.</p>		
Date _____	Employee's Signature _____	
Social Security No. _____		

Dues deductions will be made in equal amounts from each regular salary check of the teacher for eight months, beginning in October and ending with May. The dues check-off authorization shall continue in effect until revoked in writing as specified therein. One week prior to the October payroll cut-off, the Association shall furnish the business office with a list of the appropriate deductions for each member. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following May.

Section 2. Fair Share Fee. Any teacher who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher may not exceed an amount equal to the regular membership dues of the

exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The Association shall notify the business office, the Director of the Bureau of Mediation Services, and each teacher of the amount of the fair share fee, and shall certify that such fair share fee conforms to the requirements of the PELRA.

A fair share fee deduction will be made for an individual teacher upon written notice by the Association to the business office that such teacher is not a member of the Association. The School Board will thereafter make deductions of the fair share fee from each paycheck occurring thirty (30) days or more subsequent to such written notice. The Association shall notify the business office in writing within ten (10) days after any teacher subject to a fair share fee deduction becomes a member of the Association, and no further fair share fee deductions for such teacher will thereafter be made.

Any dispute as to the validity of the fair share fee deductions shall be solely between the Association and the individual teacher involved. The Association hereby warrants and covenants that it will defend, indemnify, and save the School Board 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 the fair share fee provided herein.

Section 3. Deduction Transmittal. The School Board shall remit to the Association, within ten (10) calendar days following each pay period, the total amount deducted for membership dues and fair share fees. The School Board will provide the Association with an alphabetical list of teachers for whom deductions have been made from the first paycheck in October, and will notify the Association of any changes to this list for subsequent paychecks.

ARTICLE XII EVALUATION AND IMPROVEMENT OF INSTRUCTION

Section 1. Evaluation. The School Board and the Northfield Education Association mutually agree that evaluation of all professional staff for the improvement of instruction is a major responsibility of the teaching profession. Evaluations generated through staff development programs, effective schools programs and/or program review aspects of the North Central Association will be used only for improvement of teaching performance. The District policy regarding the evaluation of professional staff shall be used for evaluation purposes. Any changes in the District policy regarding the evaluation of the professional staff shall be subject to either party placing the topic on an agenda for discussions through the Meet and Confer procedures.

Section 2. Improvement of Instruction. The Association and the District agree that a program of incentives for excellence will be cooperatively developed. Any recommended changes in existing compensation arrangements would be implemented through amendment to this Agreement, ratified by the Northfield Education Association and the School Board.

ARTICLE XIII TRAVEL

Section 1. Mileage. Necessary and approved transportation required of any teacher in the performance of school duties shall be at the expense of the School District. The mileage reimbursement rate for affected employees shall be the rate established by the IRS, and any change in rate will be effective the first of the month following the announcement of the new rate.

Section 2. Attendance at Meetings Outside the District. Attendance of teachers at national and state meetings outside the district will be subject to the availability of funds in the teacher travel budget as may be set by the School Board, which shall be separately stated from the travel budget for

administrators. Such travel must be approved in advance by the appropriate building principal. Priority for the use of such funds should go to teachers who are officers in their respective professional groups or who must participate actively in a meeting. For information purposes, see District Procedure EEBC-R, Non-Ownership Liability Insurance Procedure.

Section 3. Bus Driver's License. Any teacher who accepts a district request to have a bus driver's license will be reimbursed for the license fee and the cost of having the required bus driver physical examination form completed by a doctor.

ARTICLE XIV UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose. The purpose of this Article is to set forth a procedure for unrequested leave of absence without pay or benefits for as many non-probationary teachers as defined in M.S. 122A.40 as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. This Article has been agreed upon by the School Board and the NEA pursuant to the provisions of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 and case law stemming from M.S. 122A.40, subd. 10 and 11 shall not be applicable to any teacher included in the appropriate unit. Nothing in this Article shall be construed to limit or impair the rights of any individual who is not included in the appropriate unit represented by the Association.

Section 2. Definitions. For purposes of this Article, the following terms shall be defined as follows:

"Teacher" means a non-probationary "teacher" as defined in M.S. 122A.40 who has a valid license to teach in Minnesota.

"Subject matter or field" shall mean a specific subject area and grade level licensed by the Minnesota Board of Teaching for which specific licensing criteria have been set.

"License" shall mean license issued by the Minnesota Board of Teaching, and shall include only licenses actually on file in the District Office as of November 1.

"Qualified" shall mean the teacher must either have attained a college degree within the previous four (4) years, completed at least one year of actual teaching experience in the subject matter or field, or agree to complete a reasonable program of refresher training in such subject matter or field.

Section 3. Seniority Date. Seniority shall be based upon continuous and unbroken employment with Independent School District No. 659 from most recent date of contracted service, including periods of employment with the district outside the appropriate unit and periods of authorized leave of absence. Upon completion of the probationary period, each teacher employed under individual written contract pursuant to M.S. 122A.40 will be assigned a seniority date retroactive to the first day of actual service for the district during the regular school year pursuant to such individual contract. Services performed outside the regular school year for additional compensation (except for regular teaching service performed for extra weeks) shall not be considered in the establishment of a teacher's seniority date. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated without actual interruption of regular service.

Section 4. Seniority List. On or before November 15 of each year, the district shall prepare from its records a seniority list, in order of seniority date, which shall contain the seniority date, name and area(s) of licensing for each teacher as shown by licenses on file in the district office as of November 1 of said year, and current employment status (i.e., whether on leave, including specification of type and

length of leave). Teachers with identical seniority dates will be listed in the order of their lane placement approved by the School Board as of the date of preparation of the seniority list: the teacher approved for the highest lane placement as of the date of preparation of the seniority list, will be listed first. In the event of a continuing tie, the teacher with the lower license number will be senior. The School Board will provide one (1) copy of the seniority list to the Association and will post one (1) copy of the seniority list in each school building on or before November 15 of each year. Any teacher may challenge the correctness of the information contained in the posted seniority list by filing a written grievance with the Superintendent. In the absence of a grievance filed within twenty (20) calendar days from the date of posting, the posted seniority list will be conclusively deemed to be correct.

Section 5. Unrequested Leave of Absence. The School Board may place on unrequested leave of absence as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section 6. Placement on Unrequested Leave. In the reduction of staff in any subject matter or field, probationary teachers shall be non-renewed before teachers with continuing contract rights are placed on unrequested leave of absence. Among teachers with continuing contract rights, the qualified teacher who is lowest on the seniority list shall be the first full-time teacher placed on unrequested leave of absence. Any teacher placed on unrequested leave of absence pursuant to this Section shall be notified in writing of such unrequested leave of absence. The school district will assume when completing the process of proposing teachers for unrequested leave that teachers possessing “bumping” rights will exercise these rights unless they have previously notified the school district to the contrary in writing, subject to the following conditions:

- A. The teacher exercising bumping rights must be higher on the seniority list than a teacher being displaced.
- B. A teacher with a temporary, limited or provisional license may not displace any teacher with a major in such subject matter or field of licensure.
- C. Teachers who have previously taught full-time for the district but whose contracts have been voluntarily reduced through an approved leave of absence, or involuntarily reduced and who still retain recall rights to a full-time position under Sections 8 and 9 of this Article may displace a junior full-time teacher. The District has the discretion to provide full or part-time leaves of absence for a definite duration.
- D. A full-time teacher who has been placed on unrequested leave shall have recall rights to a lesser position but acceptance of a lesser position shall not jeopardize rights to a full-time position equivalent to that previously held.

Section 7. Status While on Leave. An unrequested leave of absence shall be effective as of the last duty day of the regular school year as per the school calendar, or at such earlier time as mutually agreed between the School Board and the individual teacher even though the date for final notice of placement on ULA is June 30. A teacher on such leave may engage in teaching or any other occupation during the period of such leave, and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Compensation Act.

Section 8. Recall.

Subd. 1. No new teacher shall be employed by the School Board in any position while there is available, on unrequested leave of absence, a teacher who is properly qualified to fill the vacant position. A teacher placed on unrequested leave of absence shall be recalled, as positions become available, to the position from which such teacher was placed on leave, or if not available, to any

other position for which such teacher is qualified. If a teacher is offered a contract which results in less than the original employment, the teacher shall not be required to accept the position and this shall not jeopardize the teacher's right to recall to original status. Reinstatement shall be in the inverse order of placement on leave: the last teacher placed on unrequested leave of absence who is qualified for the position shall be the first recalled.

Subd. 2. The School Board may send out multiple letters of recall for a single vacancy, inquiring whether the teachers notified are willing to accept recall to the vacant position if those teachers with superior recall rights do not accept recall to a position. Notice of recall by the School Board shall be complete upon mailing such notice by certified mail addressed to the last known address provided by the teacher.

Subd. 3. Prior to August 1, a teacher accepting or rejecting recall shall respond within ten (10) calendar days of notice as to whether or not he/she will accept such position. Failure to reply within such ten (10) calendar days period shall constitute a waiver on the part of such teacher regarding the position(s) offered and shall constitute waiver on the part of that teacher to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights.

If notice of any available position is given to any teacher on or after August 1 of any school year, such teacher must respond within seven (7) calendar days and may decline the recall without waiving his/her rights to further employment or reinstatement and shall maintain his/her seniority date without interruption. Failure to reply within such seven (7) calendar days period shall constitute a waiver on the part of such teacher regarding the position(s) offered and shall constitute waiver on the part of that teacher to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights.

Section 9. Termination of Rights. A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

- A. Resignation;
- B. Retirement;
- C. Discharge or termination of contract;
- D. Failure to return at the expiration of a leave of absence;
- E. Failure to give written notification of willingness to accept recall to a position equivalent to that from which the teacher is on unrequested leave of absence within the time limits established under Section 8. In the event that a teacher has signed a teaching contract with another school district prior to recall and the School Board of that district notifies the Northfield School District in writing of its refusal to release the teacher from the contract, the teacher will be allowed to defer recall for the next school year or the remainder of the school year without termination of rights under this section.
- F. The expiration of five (5) years from the effective date of an unrequested leave of absence without recall.

Section 10. Doctrine of Strand. The doctrine of the Strand Case, and other case law stemming from M.S. 122A.40, subd. 10 and 11, as enunciated by the Minnesota Court of Appeals and the Minnesota Supreme Court shall not be applied in the administration of this Article. The School District shall not be required to transfer a senior teacher to a different assignment involving another area of licensure in order to accommodate the seniority claim of a less senior teacher during the process of layoff or recall.

Section 11. Continuation of Insurance. The School District shall provide insurance benefits as provided in Article VII until the following August 31 to all teachers who are placed on unrequested leave of absence according to the provisions of this Article. A teacher shall not be eligible for benefits while on unrequested leave of absence except as provided by law.

Section 12. Concurrent Leaves. An unrequested leave of absence may run concurrently with any other leave granted in accordance with this Master Contract or in accordance with Minnesota Law.

ARTICLE XV VACANCIES AND TRANSFERS

Section 1. Requests for Transfer. On an annual basis, the School Board will provide an opportunity for teachers to formally request a transfer to any teaching position(s) in the District for which they are properly licensed. The School Board reserves its management right of selection and direction of employees, but shall give written notice to each teacher whose request for transfer is denied.

Section 2. Vacancies. The School Board will post notices for vacant teaching positions. Any teacher may apply for transfer to any posted position for which such teacher is licensed by completing the District's internal application process within five (5) working days from the date of posting. The School Board shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching position. The School Board reserves its management right of selection and direction of employees, but shall give written notice to each teacher whose application for voluntary transfer to a posted position is denied.

Section 3. Involuntary Transfers. The School Board shall give written notice to a teacher being involuntarily transferred to another school building.

Section 4. Assignments. The School District will make an effort to post all teaching assignments for the following school year ten (10) working days before the last teacher duty day. When reassignments involving moving are initiated by the District, the teacher shall be paid a moving reimbursement as outlined in Schedule D of this Master Agreement.

Section 5. Grievances. A teacher who desires a written statement of reasons for his or her involuntary transfer or denial of his or her application for voluntary transfer to a posted position shall make a written request for such statement of reasons to the Director of Human Resources within five (5) working days after receiving notice of the denial or transfer. Such written statement of reasons shall be given to the teacher within five (5) working days following a timely request. Any teacher may file a formal policy grievance over the statement of reasons given to such teacher for an involuntary transfer or denial of a voluntary transfer within twenty (20) working days after receipt of the statement of reasons, but such grievance shall not be subject to arbitration.

ARTICLE XVI LONGEVITY

Section 1. After twenty (20) years of employment as a teacher, ten (10) of which must be in the Northfield School District, a teacher shall receive a career increment totaling \$3,000.00 for the 2017-18 school year and \$3,000.00 beginning with the 2018-19 school year.

Section 2. After twenty-five (25) years of employment as a teacher, ten (10) of which must be in the Northfield School District, a teacher shall receive a career increment totaling \$6,000.00 for the 2017-18 school year and \$6,000.00 beginning with the 2018-19 school year.

School years during which a teacher has been on any type of leave of absence for which step increments are not granted shall not be counted as a year of employment for the purposes of determining longevity eligibility. Longevity amounts shall be prorated to the FTE portion of the teacher's individual contract.

**ARTICLE XVII
SEVERANCE**

Section 1. Eligibility. Teachers shall notify the District of their intent to retire by April 1. Teachers must have been employed prior to July 1, 2002, in order to receive severance pay. Teachers hired between March 1, 1997 and June 30, 2002 had the opportunity to make an irrevocable decision to forfeit severance pay and thereafter be eligible to receive matching contributions in accordance with Article XVIII. Provisions for severance pay are listed in Subdivisions 1 through 5 below.

Subd. 1 Teachers who meet the conditions of either paragraph A or B below shall be eligible for severance pay pursuant to the provisions of this Article upon retirement.

A. Thirty years as a licensed teacher, 25 years in Northfield.

2011-12 and beyond		
30 Year Provision		Proration
Total Years	Years in Northfield	Percentage
30	25	100%
29	24	90%
28	23	80%
27	22	70%

B. Twenty five years as a licensed teacher, 15 years in Northfield, and age 59. Beginning with the 2012-13 school year, the requirement of this section reverts eligibility for the full severance package under paragraph B to those who have worked 25 years as a licensed teacher and served 15 of those years in Northfield. No additional pro-ration will be made for paragraph B.

2012-13 and beyond		
Age 59 Provision		
Total Years	Years in Northfield	Percentage
25	15	100%

Subd. 2. School years during which a teacher has been on a leave of absence shall not be counted as a year of employment for the purposes of determining the number of years of service.

Subd. 3. A teacher shall be eligible to receive severance pay upon his/her retirement in the amount of 100 days, times the teacher's daily rate at the time of retirement.

Subd. 4. The teacher's daily rate of pay shall be based on the basic annual salary at the time of retirement, as provided in the basic salary scheduled for the basic school year and shall include longevity. The rate shall not include an additional compensation for co-curricular activities, extended employment or other extra compensation.

Subd. 5. Severance pay shall be paid by the School District in one lump sum within a month after the effective date of retirement and shall not be granted to any teacher who is discharged from the district.

**ARTICLE XVIII
MATCHING 403(b) TAX DEFERRED PLAN**

Section 1. Eligibility. Teachers hired on or after July 1, 2002, and those teachers making an irrevocable severance forfeiture decision as provided for in Article XVII, shall be eligible for a matching contribution by the School District to a 403(b) tax-deferred plan beginning with the school year in which they become non-probationary in the Northfield School District and in accordance with applicable state and federal laws, rules and regulations, according to the provisions of subdivisions 1 through 4 below.

Subd. 1. Each year by October 1, eligible teachers who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax-deferred plan. In a year in which a teacher makes no contribution, the District shall likewise make no contribution to that teacher's account.

Subd. 2. The School District will match a teacher's contribution to a 403(b) tax-deferred plan according to and up to the maximum amounts on the following schedule. For teachers who work less than full time, the district matching contribution will be prorated accordingly.

<u>Years of Completed Teaching Experience in Northfield</u>	<u>Maximum Annual School District Matching Contribution</u>
1-6 years	\$1,000.00
7-17 years	\$1,500.00
18 years or more	\$2,500.00

Subd. 3. Teachers on leave of absence for one or more years may not participate in the District's matching 403(b) tax-deferred plan while on leave.

Subd. 4. Tax deferred accounts shall be opened with an approved vendor. The District approved vendor list is available in the Human Resources Office, the Business Office or on the District web site. Matching contributions made by the School District will continue until the total matching contribution made by the School District for the eligible teacher reaches \$30,000.

**ARTICLE XIX
SPECIAL PAY DEFERRAL AND HEALTH CARE SAVINGS PLAN**

Section 1. Teachers who retire and are eligible for severance pay shall participate in an IRS approved 401(a), 403(b) or 457 based Special Pay Deferral Plan and a trust-based Health Care Savings Plan made available through the School District. Of the severance amount, 0% shall be designated to the Special Pay Deferral Plan, and 100% shall be designated to the Health Care Savings Plan.

**ARTICLE XX
PROFESSIONAL GROWTH PROGRAM**

Section 1. Premises for Professional Growth Program. In a society that is rapidly expanding in its social, technological, and educational needs, it becomes imperative that the Northfield School District should recognize and provide leadership in areas which will lead to a quality education for all our students.

- A. Though excellent facilities and materials are very important, the parties believe that the primary factor for a quality education, is a progressive, well-trained, experienced, and dedicated faculty.

- B. To attract and retain quality teachers, the District must provide a variety of ways in which they may maintain and enhance their high standards. This continuous growth process should include avenues for growth in skills, for gaining new insights into the needs of our students, for providing a broad base of experience and information, and for exploring new methods and patterns most conducive to efficient learning.
- C. The District recognizes the worth of these highly trained teachers by providing a salary schedule that includes several lanes.
- D. The District provides the “machinery” that will most efficiently and fairly evaluate each individual’s professional growth before accepting his/her credits for lane change.
- E. The District attempts to recognize past credits earned by teachers and encourages the teaching staff to prepare for the present and future needs of our students.

Section 2. Establishment and Operation of the Professional Growth Committee.

- A. All matters pertaining to Professional Growth will be submitted to the Professional Growth Committee in the following manner:
 - (1) Each teacher should review his/her plan for professional growth with the building committee representative(s).
 - a. This Building Committee will include the building Principal (or his/her appointee), and two fulltime certified teaching staff members (one of which will represent the Building Professional Growth Committee on the District Professional Growth Committee).
 - b. The Building Committee will review the candidate’s “Intent Form” and suggest improvements or deletions if necessary. These Intent Forms are due prior to the Professional Growth Committee meeting date. To be certain that the credits will be acceptable, the applicant should submit the “Intent Form” BEFORE beginning the course.
 - c. When Intent Forms are completed and approved by the Building Committee, they will be forwarded to the Professional Growth Committee. The Professional Growth Committee will either approve the Intent Forms and recommend action to the Superintendent or send them back to the candidate for revision.
 - d. Minutes and lane change recommendations of the Professional Growth Committee will be submitted to the Director of Human Resources for appropriate action. Each staff member will receive a copy of the minutes of the Professional Growth meeting and it is the staff member’s obligation to review these minutes to determine his or her lane change status. When necessary, teachers should consult with their building committee in regard to their professional growth records.
 - e. All approved credits shall remain a part of each staff member’s professional growth file and shall not be subject to revocation as long as the staff member is employed by the Northfield School District.
- B. Professional Growth and the Professional Growth Committee shall relate NEW TEACHERS as follows:

- (1) When new teachers are hired, the academic credentials of these staff members will be submitted to a designated member (usually the chair) of the Professional Growth Committee for recommended lane placement before action by the School Board in all cases where it is possible or applicable.
- (2) New teachers are bound by the step and lane agreement upon which they were hired as indicated on the form, PGC-7 “Declared Credits by New Teachers”. Review of a teacher’s step or lane placement would be made only when there is a claim that credentials are misrepresented by a teacher or claim that the Board or its representative has misrepresented its offer.
- (3) The Professional Growth Committee shall provide information about professional growth procedures in the “New Teacher Packets” distributed by the Human Resources Office. New teachers should contact their Building Professional Growth Committee if procedure clarification is required.
- (4) Only graduate credits earned beyond the date of a new teacher’s licensure will be considered for initial lane placement.

C. The Professional Growth Committee:

- (1) The Professional Growth Committee will include two (2) teachers and one (1) alternate from each building of the District, one (1) elementary administrator, one (1) secondary administrator, and the Director of Human Resources.
- (2) Professional Growth Representatives in each school building shall determine the members of their Building Professional Growth Committee. It is recommended that there should be at least one experienced member on the building committee.
- (3) The Chairperson of the School Board shall appoint one (1) School Board member.

D. Forms. The following forms are in use by the Professional Growth Committee and should be available in the office of the Principal of each building. These forms are periodically revised to meet changing needs.

PGC 1. Application for Lane Change

PGC 2. Instructor’s Inservice Course Application

PGC 3. Application for Workshop Credit

PGC 4. Application for Travel Credit

PGC 5. Professional Growth Committee Recommendation

PGC 6. Application for Prior Approval of Course

PGC 7. Declaration of Credits by New Teacher

Section 3. Lane Change Procedures.

A. A teacher who qualifies for a higher salary education classification will be placed upon the higher schedule based on recommendations by the Director of Human Resources and the Professional Growth Committee. Individual contracts will be modified prospectively to

reflect qualified lane changes in accordance with the following procedures. The salary for the higher lane placement will become effective on the first of the month following the Professional Growth Committee's action. Undeclared credits earned prior to initial employment may not be used to attain subsequent lane advancement. To insure that the applicant is informed that undeclared credits earned prior to initial employment may not be used to attain subsequent lane advancement, both applicant and Director of Human Resources shall sign Form PGC 7 - "Declaration of Credits by New Teacher". Copies of Form 7 shall then be placed in applicant's professional growth folder and permanent file.

To insure that the applicant receives lane advancement for credits earned after the date of initial employment, the applicant shall be given a copy of Form PGC 1 - "Application for Lane Change" during the hiring process. A teacher applying for a lane change shall submit a completed copy of Form 1 to the Professional Growth Committee.

- B.** When the Professional Growth Committee recommends a lane change for a teacher, a complete transcript of college credits and a list of approved local credits in quarter hours shall be submitted (credits which apply to the particular lane change) to the Director of Human Resources before the beginning of the following semester.
- C. Cut Off Dates.** The cut-off dates when teachers must submit intentions to change lanes for the upcoming semester are published yearly in the Guidelines for Professional Growth Procedures.
- D. Written Statements.** Teachers who intend to make any kind of changes in professional status should be sure they secure the proper forms from their building representatives and submit them before the published deadlines.

Section 4. Guidelines for the Continuing Professional Growth Program.

A. General Policies

- (1) Credit may be earned by staff members through study initiated for one or more of the following purposes:
 - a. Increasing the depth of preparation in areas of specialization.
 - b. Broadening of liberal education in areas related to field of specialization.
 - c. Acquiring new skills and/or knowledge related to current developments and scholarship in field of specialization.
 - d. Increasing knowledge of educational methods, philosophy, child development, and psychology.
 - e. Preparation for new responsibilities in the District that have been or will be assigned.
- (2) All credits earned after a bachelor's degree has been granted, and that are in education, in the particular teacher's field, or in a related field will be evaluated by a committee.
- (3) All local credits will also be evaluated by this committee.

- (4) Only those credits earned after a degree and a teaching license has been granted shall be applicable to the next lane. After the B.A. or M.A. has been granted and validated by the college, future credits earned are applied to the next lane change.
- (5) The building level evaluation committee will include the building principal or assistant principal and one or more Professional Growth Committee building representatives.

B. Kinds of credits to be considered for evaluation.

- (1) Local credits might include inservice training, travel, curriculum writing, technical workshops, conferences, or other personally requested types of activities.
- (2) College/University credits might include graduate credits, or degree program credits.
- (3) Technical College credits must meet the same criteria as college or local credit. It is the intent that these credits be granted for increasing skills that improve an instructor's technical competencies in the areas of his/her teaching assignment.

C. The requirements for local credit would be as follows:

- (1) Inservice courses or workshops must have the approval of the Professional Growth Committee prior to offering the course to insure that credit will be granted.
 - (a) This includes instructors (leaders) and participants attending courses or workshops outside the school day who do not receive a stipend or are not otherwise compensated by the school district for their time.
 - (b) Instructors will receive local credits only once for the same course and then only if not paid for service.
- (2) The instructor of the course must certify the proficiency of the applicant for the records to be eligible. The instructor may earn credits by declaring the amount of time spent instructing during the workshops as well as his or her preparation time. A minimum of fifteen (15) hours combined class and out-of-class work as an instructor or leader is deemed sufficient to equal one local credit.
- (3) Persons wishing to take local credits should receive the approval of their building committee.
- (4) The norm for course credits or technical workshop credits is as follows:
 - 1 credit: A minimum of 15 hours combined class and out-of-class work.
 - 2 credits: A minimum of 30 hours combined class and out-of-class work.
- (5) Allowances for special projects or other course-related activities will be evaluated individually. These would include evaluation for activities not specified or of a shorter duration such as travel, conferences, curriculum work, etc. No more than a career total of six (6) credits for travel shall be allowed for any individual teacher.
- (6) No more than four (4) local credits shall be applied within any given lane, except for technical workshop credits, where all credits approved by the Professional Growth Committee shall apply.

- (7) When local credits are taken during the same quarter as college credits which complete a degree, they may be applied to the next lane when approved by the Building Committee.
- (8) Local credits once committed to a particular lane may not be transferred to a different lane at a later date.
- (9) A certificate will be issued by the instructor or administrator at the completion of workshop or coursework for local credit. Members are required to retain these certificates in their professional growth files.

ARTICLE XXI PROTECTIVE CLOTHING

Section 1. Payments. The School District shall provide protective clothing and protective eyewear for teachers in classes that require other than the ordinary clothing. This would include such classes as industrial technology, family and consumer science, art, and science. The District shall also provide for the laundering and/or cleaning of such clothing. The maximum annual amount per eligible employee is \$250.00.

ARTICLE XXII SALARY CHECKS

Section 1. Salary Payments and Deductions. Salary payments will be electronically deposited twice per month on or before the 15th and 30th of each month commencing each contract year in the month of September. In most instances electronic payments will be deposited on the Friday prior to those dates if they fall on a weekend. The Business Office will annually electronically publish a list of payroll dates for the ensuing contract year.

Teachers will be paid on a 24 payment basis with equal amounts paid beginning September 15 and five final payments electronically deposited along with the June 15 electronic payment. Payment for additional work will be made as reported by principals. Pay for co-curricular activities will be made according to the statement of the assignment.

ARTICLE XXIII MEET AND CONFER PROCEDURES

Section 1. Meet and Confer Items. The School Board and the Association mutually recognize that the PELRA provides for the establishment of procedures whereby the parties may meet and confer on educational policies of the district and on matters relating to the terms and conditions of employment in addition to the terms and conditions specifically set forth in this Agreement.

Section 2. Meet and Confer Committee. In order to comply with the spirit and intent of the PELRA, the parties hereby establish a Meet and Confer Committee to which all matters subject to the meet and confer process shall be referred; provided, however, that matters appropriate for consideration by the Staff Advisory Council should be deferred to the Council. The Meet and Confer Committee shall be composed of four (4) members appointed by the School Board at least one of whom shall be a School Board member, and four (4) members appointed by the NEA. The Meet and Confer Committee shall meet at the request of either party, but no less often than once every four months. The Meet and Confer Committee shall be given advance notice and reasonable opportunity to meet prior to the adoption of changes to any of the following policies: 102 - Educational and Employment Opportunity; 426 - Employee Assistance Program; 436 - Professional Staff Performance Evaluation; 403 - Dismissal of Employees; 652 - Instructional Materials Selection and Production.

Any grievances with respect to such policies shall be policy grievances and shall not be subject to arbitration. The teacher handbook for each building shall be reviewed with the NEA building representative prior to its presentation to the staff during workshop.

Section 3. Other District Committees. The Co-Curricular Committee shall continue to function in accordance with policies adopted by the School Board. Proposed changes in the functions or purposes of the Co-Curricular Committee will be discussed with the Meet and Confer Committee prior to implementation, unless the Superintendent and the Association have already reached agreement on the proposed changes.

ARTICLE XXIV GRIEVANCE PROCEDURE

Section 1. Definitions.

Contract Grievance: A claim by a teacher, group of teachers, or the exclusive representative that there has been a violation, misinterpretation, or misapplication of any provision of this Contract.

Policy Grievance: Any dispute or disagreement as to the interpretation or application of any term or terms of other established policies, rules, or regulations of the Employer. A policy grievance may be processed through the grievance procedure to the level of the School Board, but shall not be subject to arbitration.

Days: “Days” mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service and Filing: The filing or service of any notice or document herein shall be timely if it is personally served or if it is sent by certified mail postmarked by the United States Postal Service within the time period.

Reduced to Writing: “Reduced to writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. The District has a grievance form for this purpose (see Exhibit D), copies of which are available in the office of each building principal. The grievance form must be signed by the grieving teacher (or one of a group of grieving teachers) and by a duly authorized representative of the Association (even if the teacher does not wish to be represented by the Association). All subsequent processing of the grievance should ordinarily use the original grievance form.

Answer: “Answer” means a concise response outlining the School Board’s position on the grievance.

Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the day on which the act, event or default for which the designated time period begins to run shall not be counted. If the last day of the period so computed falls on a day within the regular school year which is not a teacher duty day, that day shall not be counted and the period shall run until the end of the next teacher duty day. If the last day of the period so computed falls outside the regular school year on a Saturday, a Sunday, or a legal holiday, that day shall not be counted and the period shall run until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Section 2. Level I. Before filing a formal grievance, the teacher shall first discuss the alleged grievance with his/her building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis within the same conference.

A formal grievance is initiated at Level I when it is reduced to writing on the grievance form ("Exhibit D") and served on the building Principal or other immediate supervisor. The building Principal or other immediate supervisor must be served within twenty (20) days after the grievance occurred or twenty (20) days after the teacher knew, or through the exercise of reasonable diligence should have known, of the occurrence giving rise to the grievance. The teacher filing a formal grievance shall also serve a copy on the Association.

The building Principal or other representative of the Employer shall, within five (5) days after receipt of the written grievance, meet with and serve on the grievant and the Association a written statement of the disposition of the grievance.

Section 3. Level II. If a grievance is not satisfactorily resolved at Level I, it may be appealed to Level II by serving a notice of appeal on the Superintendent within five (5) days after receipt of the written disposition of the grievance at Level I. A formal grievance involving teachers in more than one building may also be initiated by the Association at Level II by reducing it to writing on the grievance form ("Exhibit D") and serving it on the Superintendent within twenty (20) days after the grievance occurred or twenty (20) days after the Association knew, or through the exercise of reasonable diligence should have known of the occurrence giving rise to the grievance.

The Superintendent or his/her designee shall meet with the grievant and/or Association within ten (10) days after receipt of an appeal of a grievance from Level I or a grievance initiated at Level II. The Superintendent or his/her designee shall, within five (5) days of such meeting, serve on the grievant and the Association a written statement of the disposition of the grievance at Level II.

Section 4. Level III. If a grievance is not satisfactorily resolved at Level II, it may be appealed to Level III by serving a notice of appeal on the Clerk of the School Board within five (5) days after receipt of the written disposition of the grievance at Level II. Such notice of appeal shall include a copy of the written statement of the grievance and the answers at Level I and Level II.

The School Board shall meet with the grievant and the Association within ten (10) days after receipt of the notice of appeal, or by the date of its next regular board meeting, whichever is later. In the case of a grievance involving a group of teachers, such meeting need include only the Association and the School Board.

The School Board shall, within ten (10) days of such meeting, serve on the grievant and the Association a written statement of the disposition of the grievance at Level III.

Section 5. Level IV. The Association may submit to arbitration any contract grievance that has been properly processed through Level III of the grievance procedure. The Association must file with the Superintendent and Bureau of Mediation Services a written notice of intention to arbitrate not more than fifteen (15) days after the written disposition of the grievance at Level III.

The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request from the Bureau of Mediation Services, a list of arbitrators selected by the Commissioner, providing such request is made within fifteen (15) days after request for arbitration. Upon receipt of the list of arbitrators, the School District and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

Upon appointment of the arbitrator, the teacher(s) or the exclusive representative shall within five (5) days after the notice of appointment forward to the arbitrator, with a copy to the School Board, the substance of the grievance that shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents developed in the first three levels of the grievance procedure.

The School Board is to make a similar submission of information it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the teacher(s) or the exclusive representative.

The Board and the exclusive representative shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party.

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

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which cause a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses that 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 of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared if mutually agreeable) any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Processing of all grievances shall occur after the close of the student contact portion of the teacher's workday whenever possible. If this is not possible, teachers shall not lose wages, subject to the limitation in Article IV, Section 8, during their necessary participation in the grievance proceeding on the following basis:

A. The number of teachers participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the School Board; or

B. If the number of said administrative representatives participating on behalf of the School Board is less than three, three teachers may participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the School Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or teacher.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it

shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Section 6. Time Limits. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 7. Contract Expiration. Notwithstanding the expiration of this contract, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 8. No Reprisals. No reprisals of any kind shall be taken by the Board or the School Administration against any teacher because of his/her participation or refusal to participate in this grievance procedure.

Section 9. Representation. Any teacher or the Employer may be represented at any stage of this grievance procedure by any person(s) or agent(s) designated by such party to act in his/her behalf. The Association shall have the right to have a representative present and to express its position at any meeting for the adjustment of grievances under this Contract.

ARTICLE XXV DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge. No teacher shall be disciplined without just cause. School District actions regarding discharge shall be governed by MN Stat. 122A.40.

Section 2. Corrective Discipline.

Subd. A. Objective. A step in just cause disciplinary situations is a teacher/supervisor conference where the teacher has the opportunity to provide the teacher's side of the situation.

Subd. B. Representation. Both the teacher and the school district are entitled to be represented at all levels of this disciplinary process.

Subd. C. Written Reprimand. If the Supervisor believes that a written reprimand is necessary, and having provided the teacher with the opportunity for the teacher to provide an explanation regarding the circumstances, the Supervisor will provide a copy of the reprimand to the teacher.

Subd. D. Suspension. If the District decides that a suspension is appropriate, the length of the suspension will be appropriate to the infraction or misconduct under the circumstances of the situation.

Subd. E. Progressive Discipline. The school district intends to follow a policy of progressive discipline with its employees, but reserves its right to decide the level of discipline it deems appropriate. The normal sequence of discipline would be:

- 1) Oral reprimand (in a formal, private setting);
- 2) Written reprimand;
- 3) Suspension without pay.

The relative seriousness of the matter will determine at what level disciplinary action is commenced. The District may, in its discretion, suspend a teacher with pay pending an

investigation.

Subd. F. Appeal. The employee may request review of the school district's decision through the grievance procedure. At the employee's option, the matter may be submitted directly to arbitration pursuant to Section 5 of the grievance procedure.

ARTICLE XXVI JOB SHARING

Section 1. Teachers may volunteer and the School District may, in its sole discretion, agree that two or more teachers may share a position. A teacher's status in a shared position may be renewed on a year-to-year basis.

Section 2. Teachers sharing a position shall be entitled to the leave benefits of Article VIII on a pro-rata basis.

Section 3. Salaries for teachers sharing positions shall be pro-rated to reflect the fraction of the position shared. Increments and lane changes for teachers sharing a position shall be administered as if such teachers were teaching full-time, appropriately pro-rated for time worked.

Section 4. Teachers sharing positions shall be treated in accordance with their former status, if any, as full-time or part-time teachers for purposes of Article XIV.

Section 5. Teachers who formerly taught full-time and are eligible for protection under the unrequested leave of absence article (Article XIV), shall be entitled to revert to full-time status in any future school year, (unless, pursuant to Article XIV, this would result in the placement on unrequested leave of a more senior qualified teacher), by giving written notice of this intention to the Superintendent before February 1st prior to the school year of the intended return.

Section 6. Insurance benefits are as provided in Article VII for part-time teachers.

ARTICLE XXVII DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School Board and the Northfield Education Association representing the teachers of the 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 terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

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

Section 5. Individual Contracts. All teachers except occasional substitutes will be initially employed by written individual contracts. Any individual contract between the School District and an individual teacher, heretofore executed, will be subject to and consistent with the terms and conditions of this Master Agreement. If an individual contract contains any language inconsistent with the Master Agreement, this Master Agreement during its duration shall be controlling. Any individual contract hereafter executed will be in the form provided in Appendix E. Extensions or renewals of individual contracts may be by written notice of assignment.

**ARTICLE XXVIII
ECFE TEACHERS.**

I. 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.26 specifically provides that such licensure shall not be construed to bring such an ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, subd. 1 or M.S. 122A.41, subd. 1a. Continuing contract status and provisions of the NEA Master Agreement shall not apply to ECFE teachers.

II. Hourly Wage

Years Experience in District

	<u>2017-18</u>	<u>2018-19</u>
1 st through 3 rd	\$25.52	\$26.76
4 th through 7 th	\$26.54	\$27.84
8 th through 11 th	\$27.49	\$28.83
12 or more	\$28.70	\$30.11

III. Work Year and Hours of Service

The employment of ECFE teachers is market driven. Recognizing the unique, changing and irregular nature of the ECFE program, the hours of service, duty day, duty week, and work year shall be assigned by the School District and modified from time to time based upon the needs of the program.

IV. Fringe Benefits

A. Eligibility

ECFE teachers scheduled to work at least four (4) hours per day or more shall be eligible for fringe benefits listed under this Section, except as provided under Paragraph B, Sick Leave.

B. Sick Leave

Teachers who meet eligibility criteria under Paragraph A: Nine (9) days per year, prorated to FTE based on fiscal year average hours, of paid sick leave shall be granted for absences due to illness or injury of the employee or the employee's dependent child. Leave allowances are available for other individuals to the extent provided by Minnesota law or FMLA, and are not subject to the grievance procedure. Sick leave days shall accumulate to 90 days.

ECFE teachers who do not meet eligibility criteria under Paragraph A: ECFE teachers who do not meet eligibility criteria under Paragraph A but who are scheduled to work for 500 or more hours per year shall be provided 12 hours of paid sick leave, non-accumulative. Leave allowances are available for other individuals to the extent provided by Minnesota law or FMLA, and are not subject to the grievance procedure.

C. Bereavement Leave

Up to a total of ten (10) days leave allowance per year may be used in case of bereavement leave.

Bereavement leave may be used in the case of a death of family members or friends.

D. Personal Leave

ECFE teachers may be granted a leave by the Director of Community Education of no more than two (2) days, prorated, per year, non-accumulative, and with no loss of pay for situations that arise requiring the teacher's personal attention which are not covered by other provisions of this agreement.

E. Insurance

The employer will purchase the group insurance policies described in this section. The provisions of this section are merely descriptive of the coverage provided, and the eligibility of the teacher for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurers providing such coverage. The employer's only obligation under the policies described in this section is to make the premium payments as provided in this agreement, and no claim shall be made against the employer in the event of a denial of insurance benefits by the insurance carrier.

1. Health and Hospitalization

The employer will contribute the same amount toward the premium as the amount contributed toward the premium for regular classroom teachers under the district health and hospitalization insurance plan if the employee wishes to enroll in the plan.

2. Life Insurance

The employer will contribute up to \$11.00 per month toward the premium for group term life insurance coverage in the amount of \$50,000. The teacher may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the teacher through payroll deduction.

3. Income Protection

The employer will pay the full premium for coverage under the district's long-term disability insurance plan. The waiting period for eligibility for disability benefits shall be the same as for classroom teachers.

4. Dental Insurance

The employer will contribute the same amount toward the premium as the amount contributed toward the premium for regular classroom teachers under the district dental insurance plan if the employee wishes to enroll in the plan.

**ARTICLE XXIX
TEACHER RETIREMENT**

Teachers planning on retiring from Northfield Public Schools shall notify the District by April 1 of the year in which they plan on retiring.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth under the signatures of their respective representatives.

NORTHFIELD EDUCATION ASSOCIATION

INDEPENDENT SCHOOL DIST. NO. 659

Amy Sieve, President

Julie Pritchard, Chairperson

Earl Weinmann, Chief Negotiator

Noel Stratmoen, Clerk

Dated this ____ day of September, 2017.

Dated this ____ day of August, 2017.

**SCHEDULE A
SALARY SCHEDULE 2017-18**

Step	BA	BA15	BA30	BA45	BA60	MA	MA15	MA30	MA45	MA60
1	40,392	41,543	42,694	43,849	44,993	46,291	47,436	48,588	49,737	50,887
2	41,432	42,621	43,881	45,146	46,400	47,738	48,888	50,047	51,202	52,357
3	42,498	43,729	45,102	46,483	47,854	49,229	50,385	51,549	52,709	53,868
4	43,593	44,867	46,357	47,861	49,352	50,764	51,925	53,095	54,260	55,423
5	44,714	46,032	47,645	49,277	50,896	52,350	53,515	54,688	55,855	57,023
6	45,866	47,227	48,970	50,737	52,489	53,986	55,154	56,328	57,498	58,668
7	47,049	48,455	50,334	52,240	54,133	55,672	56,842	58,020	59,192	60,363
8	48,259	49,714	51,732	53,788	55,828	57,409	58,583	59,760	60,933	62,106
9	49,503	51,006	53,172	55,381	57,574	59,203	60,375	61,553	62,726	63,899
10	50,778	52,331	54,652	57,021	59,377	61,052	62,223	63,399	64,572	65,743
11	52,085	53,692	56,171	58,710	61,236	62,958	64,126	65,303	66,472	67,642
12	53,427	55,086	57,732	60,449	63,152	64,925	66,089	67,262	68,428	69,595
13	54,803	56,519	59,340	62,238	65,129	66,953	68,112	69,278	70,440	71,604
14	56,213	57,986	60,989	64,080	67,167	69,044	70,196	71,359	72,514	73,671
15	————	59,495	62,686	65,980	69,269	71,200	72,345	73,499	74,648	75,797

Lane Freezing (from Article V, Section 2).

A. The following lanes will have steps frozen as listed:

<u>Lane</u>	
B.A.	14
All other lanes	15

No teacher may advance beyond the maximum step on a lane set forth above.

B. Negotiated raises in steps during subsequent years shall, however, be paid.

A. A teacher changing lanes from a frozen step shall receive credit toward step increments in the new lane for service while on the frozen step, up to the maximum step on the new lane set forth above.

**SCHEDULE B
SALARY SCHEDULE 2018-19**

Step	BA	BA15	BA30	BA45	BA60	MA	MA15	MA30	MA45	MA60
1	41,313	42,490	43,668	44,849	46,019	47,346	48,518	49,695	50,871	52,047
2	42,377	43,592	44,882	46,176	47,458	48,826	50,002	51,188	52,369	53,550
3	43,467	44,726	46,131	47,543	48,945	50,352	51,534	52,724	53,910	55,096
4	44,587	45,890	47,414	48,953	50,477	51,922	53,109	54,306	55,497	56,686
5	45,733	47,081	48,732	50,401	52,056	53,544	54,735	55,935	57,129	58,323
6	46,912	48,304	50,087	51,894	53,686	55,216	56,412	57,613	58,809	60,006
7	48,121	49,560	51,482	53,431	55,368	56,941	58,138	59,342	60,541	61,739
8	49,360	50,847	52,912	55,014	57,101	58,718	59,918	61,122	62,322	63,522
9	50,631	52,169	54,384	56,644	58,887	60,553	61,751	62,956	64,156	65,356
10	51,935	53,524	55,898	58,321	60,731	62,444	63,642	64,845	66,044	67,242
11	53,273	54,916	57,452	60,049	62,632	64,394	65,588	66,792	67,988	69,185
12	54,645	56,342	59,048	61,828	64,592	66,405	67,596	68,795	69,988	71,181
13	56,052	57,808	60,692	63,657	66,614	68,479	69,664	70,858	72,046	73,237
14	57,495	59,308	62,379	65,542	68,698	70,618	71,797	72,986	74,167	75,350
15	-----	60,851	64,115	67,484	70,849	72,823	73,994	75,175	76,350	77,525

Lane Freezing (from Article V, Section 2).

A. The following lanes will have steps frozen as listed:

<u>Lane</u>	
B.A.	14
All other lanes	15

No teacher may advance beyond the maximum step on a lane set forth above.

B. Negotiated raises in steps during subsequent years shall, however, be paid.

C. A teacher changing lanes from a frozen step shall receive credit toward step increments in the new lane for service while on the frozen step, up to the maximum step on the new lane set forth above.

SCHEDULE C
Co-Curricular Pay Schedule

I. DETERMINATION OF SUPPLEMENTS

The base supplements for coaching positions and non-athletic activities as listed in this section, and the rate of pay for other activities and responsibilities included in this section shall be determined through negotiations between the Board and the Northfield Education Association.

Coaches and sponsors of athletic and non-athletic activities shall receive additional pay increments based on experience and longevity. The criteria and percentages to be used in calculating these increments are listed as follows:

A. Experience Increment for Athletic and Non-Athletic Activities

1. An additional 3% of the base supplement shall be added as an experience factor for each year in a position from the second through the fifth years.
2. All coaching experience must be interscholastic.
3. Experience must be in that sport or non-athletic activity.
4. All experience must be within five (5) years previous to the present contract year.
5. A maximum of five (5) years of experience outside of Northfield will be allowed.
6. Head coaching experience shall be limited to head coaching in that sport only.

B. Longevity Increments for Athletic and Non-Athletic Activities

1. An additional 3% of the base supplement shall be added as a longevity increment from the sixth year through the tenth year.
2. Another 3% longevity increment shall be added from the eleventh year onward.
3. To count toward longevity, experience must be in a specific sport and in the Northfield School District.

SCHEDULE C 2017-18

<u>LEVEL</u>	<u>%</u>	<u>1 (1.0)</u>	<u>2 (1.03)</u>	<u>3 (1.06)</u>	<u>4 (1.09)</u>	<u>5 (1.12)</u>	<u>After Completion of Consecutive Years in Northfield</u>	
							<u>After 5 yrs</u>	<u>After 10 yrs</u>
							<u>6 (1.15)</u>	<u>7 (1.18)</u>
A	100%	\$5,514	\$5,679	\$5,845	\$6,010	\$6,176	\$6,341	\$6,506
B	90%	\$4,963	\$5,111	\$5,260	\$5,408	\$5,558	\$5,707	\$5,855
C	82%	\$4,522	\$4,657	\$4,793	\$4,928	\$5,063	\$5,200	\$5,335
D	74%	\$4,081	\$4,203	\$4,325	\$4,448	\$4,571	\$4,693	\$4,814
E	66%	\$3,639	\$3,748	\$3,858	\$3,966	\$4,076	\$4,185	\$4,295
F	58%	\$3,198	\$3,294	\$3,390	\$3,486	\$3,582	\$3,678	\$3,774
G	50%	\$2,757	\$2,839	\$2,922	\$3,005	\$3,087	\$3,171	\$3,254
H	44%	\$2,426	\$2,499	\$2,571	\$2,645	\$2,717	\$2,790	\$2,863
I	38%	\$2,095	\$2,159	\$2,221	\$2,284	\$2,346	\$2,410	\$2,473
J	32%	\$1,765	\$1,817	\$1,870	\$1,923	\$1,976	\$2,030	\$2,082
K	26%	\$1,434	\$1,476	\$1,519	\$1,563	\$1,605	\$1,648	\$1,691
L	20%	\$1,103	\$1,136	\$1,169	\$1,202	\$1,236	\$1,268	\$1,301
M	14%	\$772	\$795	\$818	\$842	\$865	\$888	\$911
N	8%	\$442	\$454	\$467	\$480	\$495	\$506	\$520

SCHEDULE C 2018-19

<u>LEVEL</u>	<u>%</u>	<u>1 (1.0)</u>	<u>2 (1.03)</u>	<u>3 (1.06)</u>	<u>4 (1.09)</u>	<u>5 (1.12)</u>	<u>After Completion of Consecutive Years in Northfield</u>	
							<u>After 5 yrs</u>	<u>After 10 yrs</u>
							<u>6 (1.15)</u>	<u>7 (1.18)</u>
A	100%	\$5,640	\$5,808	\$5,978	\$6,147	\$6,316	\$6,486	\$6,654
B	90%	\$5,076	\$5,227	\$5,380	\$5,532	\$5,684	\$5,837	\$5,989
C	82%	\$4,625	\$4,764	\$4,902	\$5,040	\$5,179	\$5,318	\$5,456
D	74%	\$4,174	\$4,299	\$4,424	\$4,549	\$4,675	\$4,800	\$4,924
E	66%	\$3,722	\$3,834	\$3,946	\$4,056	\$4,169	\$4,280	\$4,393
F	58%	\$3,271	\$3,369	\$3,468	\$3,565	\$3,663	\$3,762	\$3,860
G	50%	\$2,820	\$2,904	\$2,988	\$3,074	\$3,158	\$3,243	\$3,328
H	44%	\$2,481	\$2,556	\$2,630	\$2,705	\$2,779	\$2,853	\$2,929
I	38%	\$2,143	\$2,208	\$2,271	\$2,336	\$2,400	\$2,465	\$2,529
J	32%	\$1,805	\$1,858	\$1,913	\$1,967	\$2,021	\$2,076	\$2,129
K	26%	\$1,466	\$1,510	\$1,554	\$1,598	\$1,641	\$1,686	\$1,730
L	20%	\$1,128	\$1,162	\$1,195	\$1,230	\$1,264	\$1,297	\$1,330
M	14%	\$789	\$813	\$837	\$861	\$884	\$909	\$932
N	8%	\$452	\$465	\$478	\$491	\$506	\$518	\$532

SCHEDULE D 2017-19
All Schedule D rates begin July 1 of each year

A. Rates for Miscellaneous Types of Instruction	<u>2017-18</u>	<u>2018-19</u>
M.S. & H.S. Audio Visual	\$1,077.32	\$1,077.32
Substituting for Another Teacher (with approval of the building principal)	\$30.00/hr	\$30.00/hr
Pay for Homebound Instruction by a contracted teacher	Lane/Step	Lane/Step
After School and Summer Targeted Services Instruction:		
Years of Experience in the District:		
1st through 3rd	\$27.11	\$27.11
4th through 7th	\$27.73	\$27.73
8th through 11th	\$28.22	\$28.22
12th or more	\$28.82	\$28.82
Hourly rate of pay for instruction	\$27.73	\$27.73

Elementary teachers who are assigned additional students because a substitute for the students regular teacher cannot be secured will receive additional compensation as indicated below:

- Less than or equal to two hours: \$50.00
- More than two hours: \$100.00

B. Other Rates of Pay

Supervision of Non-Athletic Events (Prom, concerts, dances)	\$30.00/hr	\$30.00/hr
Moving Room Stipend	\$100.00	\$100.00
Instruction of Training Sessions (outside contract time Capped at \$180 per day)	\$30.00/hr	\$30.00/hr
Preparation for training session instruction (one hour of prep per two hours of instruction – regardless of when instruction is provided)	\$30.00/hr	\$30.00/hr
Attending mandatory training (outside contract time capped at \$150 per day and \$750.00 per week)	\$30.00/hr	\$30.00/hr

C. Other Extra Duties

1. Teachers employed beyond the school year and in summer school programs will receive 1/187 per day of salary schedule. Teachers employed for less than a full day shall receive a pro-rata amount of the above rate.

2. An hourly rate of \$35.00 will be paid to all teachers employed in curriculum writing and research. A payroll claim form with the total hours must be submitted upon completion of the project to the Director of Teaching and Learning for approval. If, however, at a later date, the project does not receive approval, the teacher must make the necessary adjustments without further remuneration.

3. A secondary teacher who contracts to teach a sixth class or a second supervision assignment will be compensated at the rates indicated below. A homeroom or activity period that is implemented by a seventy percent (70%) affirmative vote of a building teaching staff and whose activities, topics and utilization is determined by the building teaching staff and not assigned by the building principal or administration shall not constitute a sixth class or second supervision period as described in this paragraph.

Classes Supervision

6	1	1/5 Pro-rata Pay
6	0	1/6 Pro-rate Pay
5	2	1/7 Pro-rata Pay

Proration shall be based on the teacher's lane and step placement on the salary schedule, excluding longevity and other compensation.

No probationary teacher will be offered or assigned a schedule that includes overload period(s) without first consulting the Association's Member Rights Advocate and creating a Letter of Agreement for each individual overload assigned to a probationary teacher.

EXHIBIT D

GRIEVANCE FORM

Distribution of Form

- Board of Education
- Superintendent
- Human Resources Director
- Building Principal
- Northfield Education Association
- Grievant

Grievance # _____ (District Completes)

Name of Grievant _____

Date Filed _____

Home Phone _____

Teaching Assignment _____

Association Representative _____

Date Grievance Occurred _____

Statement of the grievance (including events/conditions of the grievance/persons responsible)

Contract provision allegedly violated: _____

Redress Sought: _____

Grievant Signature _____ (signed **before** submitting grievance)

LEVEL I - FORMAL -- DATE ISSUED: _____

Disposition by Principal and Reasons Therefore:

Disposition: _____

Reasons: _____

Principal's Signature _____

Initial Applicable Statements:

- _____ I hereby accept the above disposition.
- _____ I hereby decline the above disposition.
- _____ I intend to process the grievance to the next step.

 Grievant's Signature (**after** principal's disposition)
 Date: _____

Step 2

Step 3

LEVEL II - FORMAL -- DATE ISSUED: _____

Disposition by Superintendent and Reasons Therefor:

Disposition: _____

Reasons: _____

Signature

Initial Applicable Statements:

_____ I hereby accept the above disposition.
_____ I hereby decline the above disposition. Grievant's Signature
_____ I intend to process the grievance to the next step. Date: _____

LEVEL III - FORMAL -- DATE ISSUED: _____

Disposition by Board of Education and Reasons Therefor:

Disposition: _____

Reasons: _____

Signature

Initial Applicable Statements:

_____ I hereby accept the above disposition.
_____ I hereby decline the above disposition. Grievant's Signature
_____ I intend to process the grievance to the next step. Date: _____

LEVEL IV - FORMAL -- DATE ISSUED

Disposition and Award of Arbitrator: _____

Signature of Arbitrator

EXHIBIT E

INDEPENDENT SCHOOL DISTRICT NO. 659
Northfield, Minnesota

INDIVIDUAL TEACHER CONTRACT

The School Board of Independent School District No. 659 of the State of Minnesota, enters into this Agreement, pursuant to M.S. 122A.40, as amended, with _____ (Teacher) a legally qualified and licensed teacher who agrees to perform the teaching services prescribed by the School Board or its designated representatives as _____ for the school year _____. _____ (Teacher) also agrees to perform related professional services prescribed by the School Board or its designated representative during the school day as defined in the Master Agreement.

This Contract incorporates and is subject to:

1. The provisions of M.S. 122A.40, as amended.
2. The provisions of the Master Agreement for teachers of this District now or hereafter adopted for the said school year pursuant to the provisions of PELRA, as amended.

Teacher duty days and school days shall be those named on the school calendar as adopted by the School Board in accordance with the provisions of the Master Agreement for teachers of this District and the teacher agrees to teach on those legal holidays which the calendar may specify as a teacher duty or school day.

The teacher may undertake, by separate agreement, the performance of additional work days or other additional assignments beyond the normal service prescribed for the teaching position, for the additional compensation established for such services. Any such additional assignment, and the additional compensation therefor, shall terminate at the end of the school year, and shall not be subject to the provisions of Minnesota Statutes 122A.40, unless otherwise expressly provided herein.

In consideration thereof, the School Board agrees to pay said teacher an annual salary of _____.

FOR INDEPENDENT SCHOOL DISTRICT NO. 659

Signed: _____
Teacher

Chairperson, School Board

Dated this ____ day of _____, _____

Clerk, School Board