

MEMO TO: Board of Education
TOPIC: Regular School Board Meeting
FROM: Steve D. Cairns, Superintendent
DATE: August 30, 2017

A Regular School Board Meeting of the Board of Education will be held September 5, 2017 at 7:30 PM in the High School Room 101.

Agenda

1. CALL TO ORDER

A. Pledge - Chairman Broden

2. PREVIEW OF AGENDA

During this time any board member may pull any item(s) from the Consent Agenda

3. ADDITIONS TO THE AGENDA

4. CONSENT AGENDA

A. Minutes - August 21 & August 29

3

B. Haldeman-Homme, Inc. - \$34,170
Wall pads for the elementary small gym.

5. COMMUNICATIONS

A. Certificate of Training honoring Jeremy Davies

6. STUDENT INPUT AND RECOGNITION

A. Student Council Update about the Homecoming "Dress Up" Days - Jarret Merschman

7. PUBLIC PARTICIPATION

8. COMMITTEE REPORTS

A. Transportation

B. Policy

C. Facilities

D. Negotiations

1) Principal Work Agreement

6

2) BEA Master Agreement 2017-2019

8

E. Athletics

F. Security

G. Wellness

H. Other

9. REPORTS AND PRESENTATIONS

A. Board Discussion on Land Parcels

Co. Fair 5 acre parcel and District 40 acre parcel

10. SCHOOL BOARD ACTION

A. Perimeter Fence at High School along Hwy 92

Recommendation to accept Keller Fence Company quote in the amount of \$7,895.00.

Keller Fence Company - \$7,895.00

Century Fence Company - \$7,860.00

B. Phone Auto Attendant in the High School and Elementary School - David Gooch

Garden Valley would install auto attendant on the phones in the high school and elementary school.

C. Additional repairs/cost to repair roof above old band room, above stairwell, above kitchen and above bathrooms. Darin Halvorson Roofing - \$4,069.54. 36

D. Staffing

1) Termination - Employee A 37

11. NEXT MEETINGS AGENDA ITEMS - *Chairman Broden*

12. MEETING SCHEDULE - Chairman Broden

The next regular school board meeting will be held on Monday, September 18, at 7:30 p.m. in High School Room 101.

13. ADJOURNMENT

14. SCHOOL BOARD ACTION

**BAGLEY PUBLIC SCHOOLS
REGULAR SCHOOL BOARD MEETING
AUGUST 21, 2017
MINUTES**

The regular meeting of the School Board, Independent School District #162 was held on Monday, August 21, 2017, at 7:30 p.m. in High School Room 101. Members present: Adam Broden, Wendy Fultz, Amy Fontaine, LeAnn Agnes, Jeremy Davies, Jamie Grover and Superintendent Cairns. Members absent: Renee Benson.

Chairman Broden called the meeting to order and opened with the Pledge of Allegiance to the Flag.

1. A motion was made by Jeremy Davies, seconded by LeAnn Agnes to approve the following consent agenda items:
 - A. August 7 Minutes
 - B. August 2017 Invoices - \$336,332.89 – Ck# 58267-58364
 - C. July 2017 Hand Payables - \$167,847.77 – Ck #32049-32083
 - D. July 2017 Statement of Cash Balances - \$3,248,073.17
 - E. July 2017 Budget Comparison
 - F. July 2017 Wires Payments - \$79,770.76Motion passed 6-0.
2. Superintendent Cairns invited the Board to the back to school luncheon on Wednesday, August 30 from 11:00 am – Noon in the High School Cafeteria and the back to school speaker, Michelle Backes, Trust Edge Leadership Institute. The presentation will begin at noon in the BHS Auditorium.
3. A motion was made by LeAnn Agnes, seconded by Amy Fontaine to approve the Student Council homecoming button and merchandise fundraiser. Motion passed 6-0.
4. A motion was made by Amy Fontaine, seconded by Jamie Grover to approve the bus driver 2017-2019 work agreement and job description. Motion passed 6-0.
5. A motion was made by LeAnn Agnes, seconded by Jamie Grover to approve the MSEA 2017-2019 work agreement and job description. Motion passed 6-0.
6. A motion was made by Amy Fontaine, seconded by Jeremy Davies to adopt resolution accepting gifts/donations to Bagley Public Schools:

WHEREAS the following; therefore, **BE IT RESOLVED** by the School Board of Independent School District #162 – Bagley School Board does hereby accepts the following donations:

- * \$1,700.00 from NW Minnesota Foundation for ECI
 - * \$700.00 from Choice Therapy for Summer Rec
 - * \$1,700.00 from NW Minnesota Foundation for ECI
- Motion passed 6-0.

7. A motion was made Jeremy Davies, seconded by LeAnn Agnes to revise Policy 709 – Student Transportation Safety Policy. Motion passed 6-0.
8. A motion was made by Jeremy Davies, seconded Jamie Grover to revise Policy 601 – School District Curriculum and Instructional Goals. Motion passed 6-0.
9. A motion was made by Jeremy Davies, seconded LeAnn Agnes to revise Policy 603 – Curriculum Development. Motion passed 6-0.

10. A motion was made by Jamie Grover, seconded by LeAnn Agnes to revise Policy 612.1 – Development of Parental Involvement Policies for Title I Program. Motion passed 6-0.
11. A motion was made by Amy Fontaine, seconded by Jeremy Davies to revise Policy 616 – School District System Accountability. Motion passed 6-0.
12. A motion was made by Amy Fontaine, seconded by Jamie Grover to accept EAPC Architects Engineers quote for BES bathroom renovation in amount of \$9,000. The quote of Karakko Engineering, Architecture & Surveying in the amount of \$47,600 was not accepted. Motion passed 6-0.
13. A motion was made by Jeremy Davies, seconded by Jamie Grover to hire Reva Renollet as a special education teacher contingent upon receipt of a satisfactory background check and licensure. Motion passed 6-0.
14. A motion was made by LeAnn Agnes, seconded by Amy Fontaine to accept the resignation of Bonnie Erlandson as a BHS paraprofessional. Motion passed 6-0.
15. A motion was made by Jeremy Davies, seconded by Jamie Grover to accept the resignation of Stephanie Syverson as a bus driver. Motion passed 6-0.
16. A motion was made by Jamie Grover, seconded by Jeremy Davies to accept the resignation of Jean Carter as a bus driver. Motion passed 6-0.
17. A motion was made by Jeremy Davies, seconded by LeAnn Agnes to hire Brustad Land Surveying to survey the high school and Industrial Park land parcels. Motion passed 6-0.
18. A motion was made by Amy Fontaine, seconded by Jamie Grover to move forward getting a land appraisal quote for the high school and Industrial Park land parcels. Motion passed 6-0.
19. ITEMS FOR THE NEXT AGENDA:
 - A. Staffing
 - B. BHS Fencing Cost near Hwy 2
 - C. Land Appraisal Costs for BHS and Industrial Park Land Parcels
20. A Special School Board meeting will be held on Tuesday, August 29, 2017, at 7:30 a.m. in High School Room 101.
21. The next School Board meeting will be held on Tuesday, September 5, 2017, at 7:30 p.m. in High School Room 101.
22. A motion was made by Amy Fontaine to adjourn the meeting at 8:58 p.m. Motion passed 7-0.

Adam Broden, Chairman
 School Board
 Ind. School District #162

Wendy Fultz, Clerk
 School Board
 Ind. School District #162

**BAGLEY PUBLIC SCHOOLS
SPECIAL SCHOOL BOARD MEETING
AUGUST 29, 2017
MINUTES**

The special meeting of the School Board, Independent School District #162 was held on August 29, 2017, at 7:30 a.m. at High School Room 101. Members present: Adam Broden, Wendy Fultz, Amy Fontaine, Jeremy Davies, Jamie Grover and Superintendent Cairns. Members absent: LeAnn Agnes and Renee Benson.

Chairman Broden called the meeting to order and opened with the Pledge of Allegiance to the Flag.

1. A motion was made by Amy Fontaine, seconded by Jamie Grover to accept the resignation of Allen Rusch as a bus driver. Motion passed 5-0.
2. A motion was made by Jeremy Davies, seconded by Jamie Grover to hire Wensedai Goldstein as Head of Transportation. Motion 5-0.
3. A motion was made by Amy Fontaine, seconded by Jeremy Davies to hire Cole Kortan as a bus driver. Motion passed 5-0.
4. A motion was made by Amy Fontaine to adjourn the meeting at 7:34 a.m.

Adam Broden, Chairman
School Board
Ind. School District #162

Wendy Fultz, Clerk
School Board
Ind. School District #162

Bagley Public Schools
Work Agreement for Principals
July 1, 2015~~7~~– June 30, 2017~~9~~

1. **Salary:** The principal's salary shall be computed using the following formula:

$$\frac{110\% \text{ (top of teacher salary schedule)} \times 44.5}{178/5}$$

There shall be 5 steps of \$1500 each to reach the regular principal's salary. The board may withhold advancement of a step based on performance as determined by the board.

Additional time worked will be reimbursed at the principal's regular weekly rate of pay. The number of weeks worked shall not exceed 44.5 weeks without recommendation from the superintendent and/or board approval. With the preapproval of the superintendent, the principal, however, may opt to trade additional time worked for time off during the regular year at no reduction of pay. ~~Additional pay for extraordinary assignments such as certain grant writing may be pre-approved and authorized by the Superintendent.~~

2. **Insurance/403b Allowance:** The School District shall provide an allowance of \$11,000 in 2017-2018 and \$12,200 in 2018-2019 annually for the Principal to purchase insurance from the School District providers, covering Health and Hospitalization, Term Life and/or Long Term Disability Insurance, and/or to provide a District matching contribution equal to the contribution of the Principal, up to \$3,500 to a District approved 403(b) plan as directed by the Principal. The Principal must minimally purchase the District's Minimal Value Health Insurance Plan or provide proof of health insurance coverage under a spouse's family plan, prior to additional assignment of the allowance. Any excess costs for insurance, above the allowance, shall be the sole responsibility of the Principal

Affordable Care Act Related Implications note.

In the event this Agreement causes or will cause penalties, fees or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Supplemental Medical Reimbursement:

The District will pay the Principal up to \$2,000.00 for each contract year, as reimbursement for health and medical expenses not paid by other sources. The areas eligible for reimbursement will include medical, dental & eye care and health and life insurance premiums. Balances shall not be carried over from one contract year to the next.

3. **Sick Leave:** 15 sick days a year with accumulation to 135 days.
4. **Bereavement Leave:** The Principal shall be granted bereavement leave for a death with the Principal's immediate or close family. The time utilized shall be a reasonable amount and shall be determined after conferencing with the Superintendent. Days utilized will not be deducted from sick leave.
5. **Disability Leave:** If the Principal is unable to perform regular duties because of personal illness or disability leave and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to the Principal's regular salary, for up to an additional thirty (30) days or until the expiration of the waiting period for long-term disability insurance, whichever occurs earlier. The Principal must provide a medical certificate from a licensed physician verifying the serious nature of the illness or disability and the expected duration of the Principal's condition.
6. **Medical Leave:**
- a. **Statutory Reference:** The Principal and the School Board agree to incorporate by reference and be bound by the provisions of M.S. 122A.40, Subd. 12, relating to suspension and leave of absence for health reasons.

b. **Procedure:** If the Principal is unable to perform regular duties because of illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Principal shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a licensed physician outlining the condition of health and estimated time at which the Principal is expected to be able to resume normal responsibilities. The Principal, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Principal shall pay to the School District the entire premium for such programs as the Principal wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Principal voluntarily waives any right to a leave of absence to which the Principal might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

7. **Severance:** Severance benefit is payable after ~~5 years beginning 2012-2013, and 4 years prior to 2013,~~ of continuous employment as a Principal, in the School District. If the Principal leaves the employment of the School District in ~~good standing,~~ **for any reason,** including disability or death, the Principal or his beneficiary(s) or his estate, shall be entitled to severance pay. The severance pay shall be an amount equal to ten days' pay (at the daily rate of pay), for each year of employment as a Principal in the district, up to a maximum of one hundred (100) days. Severance pay shall be paid by the School District to a Health Care Savings Plan pursuant to Minnesota Statutes, Chapter 352.98, in thirty-six (36) to sixty (60) equal monthly installments over three to five years as stated by the Principal in writing, commencing at the time of severance. **In the event of the principal's death, severance will be paid directly to the beneficiary(s) through monthly installments and not paid into a HCSP.**

8. **Dues and Publications:**

- The school district will provide \$75 per year to the principal for the purchase of professional publications.
- The school district will pay the principal's professional dues for the local, state, national principal's association and state board of administration licensure fees.

9. **Miscellaneous:**

- All authorized expenses, which will include meals, lodging, registration, and travel, will be paid by the district for the principal to workshops and conventions as approved by the superintendent.
- Automobile Expense: Effective July 1, 2012 the school district will reimburse up to an annual maximum of \$250.00 for mileage as approved by the superintendent.

IN WITNESS WHEREOF, I have sub-
scribed my signature this _____
day of _____, 20_____.

David Gooch

Lee Furuseth

IN WITNESS WHEREOF, I have sub-
scribed my signature this _____
day of _____, 20_____.

School Board Clerk

INDEPENDENT SCHOOL DISTRICT #162

MASTER CONTRACT

20157 – 20179

MASTER CONTRACT 20157-20179

TABLE OF CONTENTS

| | | |
|----------------|---|---------|
| ARTICLE I. | PURPOSE | Page 2 |
| ARTICLE II. | NEGOTIATIONS | Page 2 |
| ARTICLE III. | GRIEVANCE PROCEDURE..... | Page 2 |
| ARTICLE IV. | MAINTENANCE OF STANDARDS | Page 4 |
| ARTICLE V. | SALARIES..... | Page 4 |
| ARTICLE VI. | ITINERANT TEACHERS..... | Page 5 |
| ARTICLE VII. | PRIOR TEACHING EXPERIENCE..... | Page 5 |
| ARTICLE VIII. | PROFESSIONAL BEHAVIOR..... | Page 6 |
| ARTICLE IX. | INSURANCE..... | Page 6 |
| ARTICLE X. | TEACHER WORK DAY | Page 7 |
| ARTICLE XI. | TEACHER ASSIGNMENTS AND QUALIFICATIONS | Page 7 |
| ARTICLE XII. | PART-TIME TEACHERS..... | Page 7 |
| ARTICLE XIII. | DISABILITY LEAVE | Page 8 |
| ARTICLE XIV. | CHILD CARE LEAVE..... | Page 9 |
| ARTICLE XV. | OTHER LEAVES OF ABSENCE..... | Page 10 |
| ARTICLE XVI. | UNREQUESTED LEAVE OF ABSENCE (ULA) | Page 12 |
| ARTICLE XVII. | SEVERANCE PAY | Page 14 |
| ARTICLE XVIII. | SPECIAL AND STUDENT TEACHING ASSIGNMENTS | Page 16 |
| ARTICLE XIX. | CLASS SIZE..... | Page 16 |
| ARTICLE XX. | SCHOOL CALENDAR..... | Page 17 |
| ARTICLE XXI. | EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS.. | Page 17 |
| ARTICLE XXII. | DURATION..... | Page 19 |
| ARTICLE XXIII. | DOCUMENT AUTHORIZATION | Page 19 |
| APPENDIX A | FORMAL GRIEVANCE FORM..... | Page 20 |
| APPENDIX B | INDIVIDUAL TEACHING CONTRACT | Page 21 |
| APPENDIX C1 | SALARY SCHEDULE FOR 20157-20168..... | Page 22 |
| APPENDIX C2 | SALARY SCHEDULE FOR 20168-20179..... | Page 23 |
| APPENDIX D | NOTICE OF ASSIGNMENT AND SALARY | Page 24 |
| APPENDIX E-1 | EXTRA-CURRICULAR SALARY SCHEDULE FOR 20157-20168..... | Page 25 |
| APPENDIX E-2 | EXTRA-CURRICULAR SALARY SCHEDULE FOR 20168-20179..... | Page 26 |
| APPENDIX F | COURSE PRE-APPROVAL REQUEST FORM..... | Page 27 |

ARTICLE I. PURPOSE

This Agreement is entered into between Independent School District No. 162, Bagley, Minnesota, hereinafter referred to as the School District, and the Bagley Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

Whereas the School District and the Association recognize and declare that providing a quality education for the children of the School District is their mutual aim and that the character of such education depends predominately upon the quality of the teacher service, and

whereas teachers are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

whereas the School District has a statutory obligation, pursuant to the P.E.L.R.A., to bargain with the Association the teachers' terms and conditions of employment, and

whereas all definitions, school district rights and teacher rights will be per the provision of M.S. 179 as amended, and

whereas the parties have reached certain understanding which they desire to confirm in this Agreement, in consideration of the preceding mutual covenant, the parties agree as follows:

ARTICLE II. NEGOTIATIONS

Section A. Representatives of the School District and the Association will meet upon written request by either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. All meetings between the parties will be regularly scheduled to take place as promptly as possible at a time mutually agreed upon. These meetings are not intended to bypass the grievance procedure.

Section B. Between the month of January 2017~~9~~ and the following July 1st, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the succeeding two (2)-year period, provided that, if the Association is not then the exclusive representative, negotiations shall be undertaken between the School District and the then duly authorized exclusive representative.

Section C. Three (3) signed copies of the final Agreement shall be provided for the purpose of record one (1) retained by the School District, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE III. GRIEVANCE PROCEDURE

Section A. A claim by a teacher or the Association that a violation, misinterpretation, or misapplication of any provision of this Agreement has occurred or any rule, order, or regulation of the School District has been violated may be processed as a grievance.

Section B. In the event that a teacher believes a basis for a grievance exists, the teacher shall first discuss the alleged grievance with the appropriate building principal, either personally or accompanied by an Association representative.

Section C. For the purpose of this article, “days” shall refer to working days. The term “working day” is defined as all week days not designated as holidays by state law or Saturdays and Sundays.

Section D. If, as a result of the informal discussion with the appropriate building principal, an alleged grievance still exists, the grievant may invoke the formal grievance procedure through the Association on the form set forth in APPENDIX A, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the appropriate building principal. Grievances shall not be valid for consideration unless they are submitted in writing within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. If the grievance involves more than one school building, it may be filed directly with the Superintendent.

Section E. Within five (5) days of receipt of the formal grievance, the appropriate building principal shall meet with the Association in an effort to resolve the grievance. The appropriate building principal shall indicate his/her disposition of the grievance, in writing within five (5) days of such meeting and shall furnish a copy to the Association.

Section F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent within five (5) additional days. Within five (5) days, the Superintendent shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Section G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the School Board by filing a written copy with the Clerk of the School Board within five (5) additional days. The School Board, within seven (7) days, shall meet with the Association on the grievance. Disposition of the grievance in writing by the School Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Section H. If the Association is not satisfied with the disposition of the grievance by the School Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the grievance shall be submitted to the Commissioner of the Minnesota Bureau of Mediation Services (BMS) in accordance with its rules which shall likewise govern the arbitrating proceeding. The School District and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that his/her award may be entered in any court of competent jurisdiction.

Section I. If any probationary teacher for whom a grievance is sustained shall be found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid that teacher; however, a probationary teacher involved in termination proceedings shall not have redress to this grievance procedure and shall be subject to the provisions of Minnesota Statute (M.S.) 122A.40.

Section J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. 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 School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section K. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term may be processed through the grievance procedure until resolution.

Section L. No reprisals of any kind will be taken by the School District against any teacher because of his or her participation in this grievance procedure.

ARTICLE IV. MAINTENANCE OF STANDARDS

Section A. All conditions of employment shall be maintained at not less than the standards in effect at the time this Agreement is fully ratified.

Section B. This Agreement shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written, signed amendments except as prohibited by law.

Section C. Any individual teaching contract between the School District and an individual teacher shall be in the form provided in APPENDIX B and shall be expressly made subject to and consistent with the terms of this Agreement. If an individual teaching contract contains any language in violation of this Agreement, this Agreement, during its duration, shall be controlling.

Every teacher shall sign at least one individual teaching contract in the form provided in APPENDIX B. An initial individual teaching contract between the School District and an individual teacher shall be in the form provided in APPENDIX B.

Section D. This Agreement shall supersede any rules, regulations, or practices of the School Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the School Board.

ARTICLE V. SALARIES

Section A. All basic salaries are set forth in APPENDIX C1 and APPENDIX C2 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated period.

Section B. A teacher's annual salary shall be paid in nine (9) or twelve (12) equal payments at the option of the teacher and shall be payable on the last working day of each month. Teachers must notify the district office of their payment option choice before the first working day of the school year. Teachers who wish to receive all summer checks at the end of the school year must make this request to the Superintendent in writing by January 15th. These payments will be made when the teacher has completed all of his/her individual teaching contract obligations.

Section C. Salary schedule payments are based upon the school calendar.

Section D. Individual salary payments will be modified to reflect qualified lane changes up to two (2) times a year (by the first working day of the school year or the first working day of February) providing a transcript of qualified credits is submitted to the Superintendent's Office prior to these dates. If a transcript is not available by these dates, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript.

Section E. Undergraduate level college credits shall not be used toward salary lane changes unless they meet one of the following criteria:

1. mutually agreed upon in writing by the School District and the Association,
2. credits that have been accepted by previous superintendents beginning with the 1983/84 school year.

Section F. Credits applied toward lane changes for teachers hired after June 1, 1985, shall be earned after those teachers have signed their initial individual teacher contracts. At the time of signing their initial individual teacher contracts, new teachers shall be notified in writing as to the number of their current credits that the School District will accept for future lane advancement. New teachers will also be notified of the definition of “qualified” pursuant to the Unrequested Leave of Absence Article XVI of this agreement.

Section G. Additional hours of credit must be pre-approved in writing by the Superintendent and in the teaching field in order to qualify for a lane change. APPENDIX F contains the “Course Pre-Approval Request Form.”

Section H. Credits meeting the above criteria may be applied toward lane changes regardless of the order or year in which they were acquired.

Section I. Teachers participating in a tax-sheltered annuity program will be allowed to enter or modify such a program effective the first (1st) of the month if appropriately notified by the fifteenth (15th) of the month or as determined by the district’s TSA vendor (CPI) provided all federal and state tax rules governing such programs allow.

ARTICLE VI. ITINERANT TEACHERS

Section A. Schedules of teachers who are assigned to more than one (1) school building shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

Section B. Teachers who are required to use their own vehicles during the school day shall be reimbursed for all scheduled travel at the rate presently in effect as determined by the Board of Education at the reorganization meeting.

Section C. The same allowance shall be given for use of personal vehicles for field trips or other business of the School District. The School District shall provide, as secondary insurer, liability insurance protection for teachers when their personal vehicles are used as provided in this section.

ARTICLE VII. PRIOR TEACHING EXPERIENCE

All teachers shall be given full credit on the salary schedule up to the ninth (9th) step for previous, K-12 teaching experience in a school that required a valid state teaching license and reflects M.S. 122A.40 minimum duration which is currently 120 days per year. No teacher with more than nine (9) years of teaching experience shall be hired at less than the ninth (9th) step. No teacher shall be hired above the step on the salary schedule that reflects his or her previous teaching experience. Previously accumulated unused leave days earned within the Bagley School District and that have not been paid out through severance, shall be restored to all returning teachers previously employed by the School District.

ARTICLE VIII. PROFESSIONAL BEHAVIOR

Section A. The School Board shall not discuss or act upon any allegation of misconduct, improper behavior, or other delinquency of a teacher until the allegation has been investigated by the School District and the School District has reported to the School Board the result of the investigation. The teacher and the Association shall be notified in writing at the time that the allegation is referred to the School District for investigation.

Section B. No formal disciplinary action shall be taken against a teacher without the teacher first being given the opportunity to be represented by the Association. The teacher may waive this representation in writing.

Section C. Any written materials inserted into personnel files will be signed by all parties involved. Such signatures shall not indicate either agreement or disagreement with the substance of the written material but mere acknowledgment of its existence.

Section D. All evaluations and files relating to an individual teacher and contained in that teacher's personnel file shall be available during regular School District business hours to that teacher upon his or her written request. The teacher shall have the right to reproduce any of the contents of the file and to submit for inclusion in the file written information in respect to any material contained in it.

ARTICLE IX. INSURANCE

Section A. The School District will contribute an amount in accordance with APPENDIX C1 or APPENDIX C2, "General Provision 1." for each participating teacher toward the cost of the following protection plans offered by the School District:

- 1) group hospitalization/medical protection plan,
- 2) group long-term disability **insurance** (LTD).

Section B. ~~Period of Coverage.~~ Group ~~health insurance~~ **hospitalization/medical protection plan** coverage shall be for a twelve (12) month period commencing September 1 and ending August 31 of each year.

Section C. The ~~H~~health ~~R~~reimbursement for ~~A~~active ~~E~~mployee **teachers** is made available through the Minnesota Service Cooperatives "VEBA Plan and Trust" (the VEBA). ~~It is intended that~~ ~~†~~This arrangement **is intended to** constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in ~~your~~ **the** "VEBA Plan Summary."

Section D. The School District and the Association or their designated spokespersons will meet and confer as necessary to choose a mutually agreeable group **hospitalization/medical** protection ~~package~~ **plan** toward which the contribution specified in Section A. above may be applied. The School District's premium contributions will be made only for those **group hospitalization/medical** protection plans mutually agreed upon.

Section E. When the total premium cost of group **hospitalization/medical** protection plans elected by a teacher exceeds the School District's contribution, the balance due shall be deducted from the salary of the teacher in equal monthly installments through established payroll deduction procedures.

When the total cost of **group hospitalization/medical** protection plans elected by a teacher is less than the School District's contribution, the balance shall revert to the School District.

Section F. In the event that a teacher absent because of illness or disability has exhausted accrued disability leave, the benefits described in the preceding sections shall continue throughout the balance of the school year in which such illness or injury occurred.

ARTICLE X. TEACHER WORK DAY

Section A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave thirty (30) minutes after the close of the pupils' regular school day. Teachers will remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, except that, on Fridays or on days preceding holidays or vacations, teachers shall remain in the building until the busses have departed.

Section B. The weekly teaching load will not exceed fifteen hundred (1500) minutes of time assigned to directly teaching students. Assignment to a supervised study period(s) shall be considered minutes directly teaching students for the purposes of this article.

Section C. All teachers shall be entitled to duty-free, uninterrupted, thirty (30)-minute lunch. Teachers shall be accorded a daily, fifty (50)-minute minimum preparation/conference block of time. In the elementary school, preparation/conference time may be divided into no more than two (2) blocks of time.

ARTICLE XI. TEACHER ASSIGNMENTS AND QUALIFICATIONS

Section A. A teacher shall be assigned within the scope of his or her legal qualifications.

Section B. A teacher on continuous contract who requests in writing a notice of assignment and salary will receive such notice prior to August 1 of each duty year.

Section C. The School District will post all full-time vacancies internally and externally.

Section D. This article does not pertain to extra-curricular activities, co-curricular activities, or the like.

ARTICLE XII. PART-TIME TEACHERS

Teachers may be employed part-time according to the following agreements.

Section A. A teacher whose contractual day is two hundred (200) minutes (time assigned to directly teaching students and accorded preparation/conference time) or more of a work day as defined in ARTICLE X. for the full school term as defined in the current school calendar shall be considered a full-time teacher and shall receive any benefits available to a full-time teacher.

A teacher whose individual teaching contract, on a complete work day basis, totals one hundred (100) days or more shall also be considered a full-time teacher.

Section B. A teacher whose contractual day is less than two hundred (200) minutes (time assigned to directly teaching students and accorded preparation/conference time) or totals less than one hundred (100) days shall receive one-half (1/2) of fringe benefits, one-half (1/2) of disability leave and professional leave and one-half (1/2) of any other fringe benefits now available or that may be available to a full-time teacher.

Section C. The annual contract salary for a part-time teacher shall be determined by establishing the step and lane on the salary schedule at which the teacher would be paid on a full-time basis as stated in ARTICLE V. and ARTICLE VII. . Then, the following steps will be applied:

- 1) multiplying that figure by the fractional part of a work day for which the teacher is to be hired (example – for one hundred fifty (150) minutes of directly teaching students $(150 + (150/300 \times 50))/350 \times \$26,000$ (step 1, lane BA-0) = \$13,000), or
- 2) determining the daily rate of pay at that figure on the salary schedule and multiplying that rate by the number of contract days for which the teacher is to be hired (example – for eighty-eight (88) days of full-time employment $(\$26,000/177$ (total contract days) = \$146.89 and $\$146.89 \times 88 = \$12,936.32$).

Any teacher considered to be full-time as stated in Section A. above shall advance annually one (1) step on the salary schedule. Any teacher considered to be part-time as stated in Section B. above, shall advance on the salary schedule one (1) step every two (2) years of part-time teaching service.

Section D. A teacher whose contractual day is part-time shall be compensated for his/her preparation/conference time as follows: example, for one hundred fifty (150) minutes of directly teaching students $150/300 \times 50 =$ twenty-five (25) minutes of paid preparation/conference time.

ARTICLE XIII. DISABILITY LEAVE

Section A. A teacher shall earn disability leave at the rate of twelve (12) days for each year of teaching service to the School District. The annual disability leave allowance shall be recognized on the first teacher duty day of each year. This disability leave allows full pay for individual illness or disability, including illness or disability caused by pregnancy and childbirth.

Section B. Unused disability leave days may accumulate to a maximum of one hundred twenty (120) days per teacher. Disability leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness and/or disability which prevented attendance at school and performance of duties on that day or days.

Section C. A teacher who is unable to teach because of serious personal illness or disability and who has exhausted all accumulated paid disability leave;

- 1) May be eligible to receive up to twelve (12) transferred disability leave days.
 - a. The school district will require the teacher to submit, prior to approval or disapproval, a district form, a medical certificate from a licensed physician verifying the serious nature of the illness or disability and the expected duration of the teacher's condition.
 - b. Transferred disability leave days cannot be used for conditions associated with normal pregnancy, child birth, or recovery periods.
 - c. Receiving teacher will pay all applicable payroll deductions, and will not earn or accrue any leave while using transferred disability leave.

Teachers with accumulated disability leave days may elect to transfer one (1) day per year, to another teacher of the same negotiating group who has an immediate medical need. Transferred days will be deducted from the total accumulated by the donor teacher. Transfer days must be approved in writing by the Superintendent. Teachers may use transferred disability leave days prior to applying for borrowed disability leave days.

- 2) May, with approval of the Superintendent, borrow future disability leave, not to exceed twelve (12) days. Borrowed disability leave used shall be deducted from the teacher's earned disability leave from the next contract year. In the event that the teacher does not continue employment for the next contract year, a deduction shall be made from the teacher's last payroll check for the borrowed disability leave days used at the teachers daily rate of pay.
- 3) Shall be granted additional leave of absence without pay for the duration of such illness or disability up to one (1) calendar year.

Section D. The School District may require a teacher who is absent at least three (3) consecutive days to furnish a report by a qualified medical doctor verifying said teacher's use of disability leave.

Section E. Disability leave allowed shall be deducted from the accrued disability leave days earned by the teacher.

Section F. Disability leave shall be allowed for death or illness in the family of the teacher or teacher's spouse according to the following:

- 1) Disability leave shall be allowed for death or illness of a spouse, parent, grandparent, child, or dependent.
- 2) Disability leave of up to five (5) days shall be allowed for death or illness of a brother, sister, aunt, uncle, or their spouse. Based on individual circumstances, additional days will be approved or disapproved by the Superintendent in writing on a case-by-case basis.
- 3) Due to individual circumstances, disability leave will be approved or disapproved by the Superintendent in writing on a case-by-case basis for death or illness of a family or non-family member not covered in 1) or 2) above.

Section G. A teacher injured or contracting an illness on the job in service to the School District and collecting workers' compensation insurance for such injury or illness may draw disability leave, and the School District shall pay to such teacher the difference between his/her salary and the salary benefits received from workers' compensation. Disability leave shall be subtracted and pro-rated in accordance with the ratio between the amount of payment received by the teacher from the School District and the payment received from workers' compensation. For example, if the School District pays one-half (1/2) of the teacher's daily salary and workers' compensation pays one-half (1/2), the School District will deduct one-half (1/2) a day of disability leave.

ARTICLE XIV. CHILD CARE LEAVE

Section A. The School District shall grant a child care leave without pay to any teacher, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children.

Section B. In the event of pregnancy, a teacher may either commence a pregnancy leave without pay prior to the onset of disability occasioned by childbirth, or the teacher may continue teaching until the onset of disability and thereafter commence a disability leave with pay pursuant to ARTICLE XIII.

- 1) If a pregnant teacher chooses to commence a pregnancy leave, she shall first submit a written application to the Superintendent at least five (5) weeks prior to beginning such leave. The application shall provide notice of the teacher's expected delivery date as determined by her attending physician. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery.
- 2) If a pregnant teacher chooses to continue teaching until the onset of disability occasioned by pregnancy and childbirth, she shall notify the Superintendent in writing at least five (5) weeks prior to the expected delivery date as determined by her attending physician. The teacher may utilize her accumulated disability leave through the period of pregnancy- related disability, childbirth, and recovery.

Section C. A teacher may take a child care leave of up to twelve (12) months by notifying the Superintendent in writing at least five (5) weeks prior to commencing the leave of the beginning date and length of the leave. The date of return from the leave shall be determined by mutual agreement between the School Board and the teacher with consideration given to natural breaks in the school year. If the teacher initiates a pregnancy leave or a disability leave pursuant to Section B. above, she may elect to notify the Superintendent of her intent to take a child care leave at the time of notice of pregnancy leave or disability leave or any time thereafter but, in no event, later than four (4) weeks prior to the commencement of child care leave.

Section D. Child care leave may be extended or shortened only by mutual consent of the School Board and the teacher.

Section E. Upon return from child care leave, the teacher shall be reinstated to his or her original teaching position. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits which he or she had accumulated prior to taking the leave. A teacher on a child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay their portion of the premium for such programs that he or she wishes to retain, commencing with the beginning of the child care leave. The district will continue to pay the district portion of the premium up to twelve (12) weeks allowed by the Family Medical Leave Act.

Section F. Upon return from child care leave, the teacher will receive credit on the salary schedule and seniority list for a full year of teaching if he or she has taught two (2) or more quarters. An exception is that no teacher shall earn credit for two (2) full years while serving only one-half (1/2) of two (2) consecutive school years.

Section G. The applicable periods of probation for teachers as set forth in M.S. 122A.40 which currently requires probationary teachers to teach at least 120 days in a school year for that year to count towards achieving tenure.

ARTICLE XV. OTHER LEAVES OF ABSENCE

Section A. A sabbatical leave of absence without pay will be granted teachers who wish to do approved, accredited, advanced study provided they have taught in the School District for at least five (5) years.

Section B. A teacher, upon return from a sabbatical leave, shall be restored to his or her former position or to a position of like nature and status and shall be placed one (1) step above his/her position on the salary schedule when he/she took sabbatical leave. He/she shall maintain tenure, accrued disability leave, and all other accrued benefits provided in this Agreement.

Section C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration, negotiation, mediation, or fact-finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

Section D. A leave of absence of up to four (4) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff or for public office. Upon return from such leave, such teachers shall maintain all seniority, salary, and fringe benefits which had accrued prior to the leave.

Section E. One (1) leave of absence of up to two (2) consecutive years, without pay, will be granted teachers provided they have taught in the School District for at least five (5) years and they make the request at least four (4) months prior to the beginning of the leave. Such leaves will commence at the beginning of the school year.

Section F. One (1) leave of absence of three (3) consecutive years, without pay, will be granted teachers provided they have taught in the School District for at least twenty (20) years. Eligible teachers must make the request at least four (4) months prior to the beginning of the leave. Such leaves will commence at the beginning of the school year. Leaves defined in Sections E. and F. may not be taken consecutively.

Section G. For purposes of this section, “paid personal leave” means that a teacher will receive full salary, and the School District will pay for the substitute teacher. All personal leave must be taken in full day or half day increments when “external substitute” teachers are utilized. Personal leave may be taken on a one (1) or two (2) hour basis when “internal substitute” teachers volunteer to cover teaching assignments at the current hourly rate of pay. Teacher preparation/conference time taken counts as personal leave. A teacher will be granted two (2) days of paid personal leave per year up to one (1) day may be banked for a total accumulation of three (3) paid personal days. Only full or half days may be banked at the end of the school year. All requests to leave the building during the duty day must be approved by the building principal or designee and recorded on a personal leave form or the staff check out list. If the staff check out list is used to record the time out of the building, it does not count as personal leave.

Section H. After a teacher has converted the maximum number of unused disability leave days to severance pay days, i.e. five (5) days per ARTICLE XVII, Section C., that teacher can convert additional disability leave days unused at the end of each school year into personal leave days for the following school year under the following conditions and circumstances.

1) The disability leave unused at the end of the school year is converted into personal leave at the rate of six (6) days of unused disability leave for each single day of personal leave. This leave does not accumulate and must be used the next school year.

2) Personal leave is obtained only in full-day increments, e.g.:

| | | |
|--------|-----------------------|--------------------------|
| 1 – 5 | disability leave days | = 0 personal leave day, |
| 6 - 11 | disability leave days | = 1 personal leave day, |
| 12 | disability leave days | = 2 personal leave days. |

3) The personal leave days acquired through this section and the discretionary personal leave days (Section I. below) and paid personal leave days provided for in Sections G. above cannot total more than five (5) days in one (1) school year.

4) A teacher using converted personal leave days will receive full salary, and the School District will pay for the substitute teacher.

Section I. "Discretionary personal leave" means that the teacher will receive full salary, and the teacher will pay for the substitute teacher. The teacher is entitled to up to three (3) discretionary days. The discretionary days and paid personal days cannot total more than five (5) in one (1) year. Discretionary days are not cumulative.

Section J. Other personal leave must be approved in writing by the Superintendent. The teacher will forfeit 178th of his/her base salary, and the School District will pay for the substitute teacher.

Section K. The Superintendent may choose not to grant more than nine (9) personal leave requests on a given day in either the high school or the elementary. If more than nine (9) requests are made, approval will be based upon seniority as per ARTICLE XVI.

Section L. Personal leave days need not be used consecutively.

Section M. Teachers will be reimbursed for unused, paid personal leave days at the end of the school year at the ~~current substitute daily rate of pay rate of .003 (.3%) of the "B.A. Step 0 position" of the current salary schedule~~ **current substitute daily rate of pay** for each unused personal leave day. Only full days or half days may be reimbursed at the end of the school year.

ARTICLE XVI. UNREQUESTED LEAVE OF ABSENCE (ULA)

Section A. The School Board may place teachers on ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section B. For the purposes of this article, the terms defined below shall have the meanings ascribed to them.

- 1) "Qualified" shall mean a teacher who is licensed in the subject matter as established by the current seniority list and has taught in the subject matter in the School District within the past five (5) years, including the current school year. Teachers will also be qualified in those specific areas in which, in addition to being licensed, they have earned three (3) semester post-secondary credits in the immediately preceding five (5) school years, including the current school year, and have documented such credits with an official transcript on file in the Superintendent's office. These credits can be graduate or undergraduate credits in the specific area(s) of licensure. These credits must be pre-approved by the Superintendent in writing and can be credited toward a lane change.
- 2) "Seniority" means the number of years of continuous teaching service in the School District. Teachers on authorized leave of absence shall retain the years of "seniority" they acquired before being placed on unrequested leave.

"Seniority" shall be further defined to include service for which a license was required excluding service as a coach or extra-curricular or co-curricular sponsor/advisor. Seniority shall be granted for long-term substitute teaching when such service is for a minimum of thirty (30) consecutive days in the same assignment and continues into regular employment.

Section C. The School District may place teachers on ULA, without pay or fringe benefits, for a period not to exceed five (5) years from the time such leave begins. Such leave shall be effective at the end of the teacher's current individual teaching contract.

- 1) Teachers to be placed on ULA shall receive a notification of proposed placement no later than May 1 of the school year after which the leave is to be immediately effective, and teachers shall have all notice and hearing rights as specified in M.S. 122A.40.
- 2) Teachers will be placed on ULA in reverse order of seniority in the area(s) for which they are qualified.

Section D. In the event a reduction in the number of teachers affects teachers with identical seniority, then the teacher or teachers with fewer total years of full-time teaching in the School District shall be the one(s) selected to be placed on ULA. If, after the application of the above criteria, a tie still exists, the teacher or teachers to be placed on ULA shall be determined by Minnesota teacher's license number - those teachers holding licenses with the higher numbers to be placed on ULA first.

Section E. Any teacher placed on ULA may engage in teaching or any other employment during such leave period. Being placed on ULA will not result in loss of seniority accrued before such placement.

Section F. No new teachers shall be employed by the School District while any qualified teacher is on ULA. Teachers placed on ULA shall be reinstated to vacant positions in the School District as such positions become available. The order of reinstatement shall be in reverse of the order in which teachers were placed on ULA.

- 1) When placed on ULA, a teacher shall file a name and address with the School District's personnel office. Notice of availability of position or reinstatement will be mailed to such address and the president of the Association. Proof of service by the appropriate person in the School District depositing such notice to the teacher by registered mail at the name and address on file shall be sufficient proof of notice. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided. The teacher on ULA shall be responsible to provide a current address or arrange for the forwarding of mail.
- 2) If a position becomes available for a qualified teacher on ULA, the School District shall notify the appropriate teacher as stated above. The teacher so notified shall have twenty five (25) days after the receipt of notification to accept reinstatement. The School District shall have the right to fill any position on a temporary basis pending completion of the reinstatement procedure.
- 3) A teacher who fails to respond to a notification of reinstatement within the twenty five (25) days or who chooses not to accept the position so offered shall forfeit all claim to that position but shall retain position on any applicable seniority list. However, if notice of reinstatement is sent on or after July 15, the teacher so notified shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year, if said teacher is currently employed on a contractual basis.
- 4) Reinstatement rights shall automatically cease five (5) years from the date of ULA, and no further rights of reinstatement or other benefits under this article shall exist.
- 5) A teacher who acquires additional licensure while on ULA shall not have bumping rights for those areas of additional licensure but shall be considered qualified for new positions created by the School District in those areas.
- 6) A teacher being recalled from ULA will be restored to full rights as provided by the Master Agreement.

Section G. Each school year prior to January 1, the School Board shall cause a seniority list to be prepared containing names, areas of certification, amounts of seniority, total teaching years in the School District, and rank and shall post such list in an official place in each school building of the School District with a copy to be sent to the president of the Association. The order of names on such seniority list shall be subject to the grievance procedure, if the grievance procedure is initiated by February 15. Correctable errors in the seniority list will be rectified if mutually agreed upon before April 15. The chairperson of the "Teacher Rights Committee" and the Superintendent will meet no later than February 1 of each calendar year to discuss appropriate placement of teachers on the seniority list.

Section H. Seniority of a part-time teacher shall accrue at the same rate as fringe benefits as stated in ARTICLE XII, Section B.

ARTICLE XVII. SEVERANCE PAY

Section A. "Eligible teachers" are defined as teachers who have completed at least twelve (12) years of **at least** half time ~~or more~~ continuous teaching service with the School District ~~as a licensed teacher~~, including guidance and media specialists, and **who** have ~~a severance severed~~ of employment from the School District because of (a) the submission of a written resignation accepted by the School Board, (b) ~~the teacher dies~~ **passing away** while employed by the ~~School D~~istrict as a teacher, or (c) ~~the teacher having been~~ **being** discharged for a continuing disability after a leave of absence pursuant to Minnesota law. Severance payments will be administered under the Master Agreement in place the final day that the teacher provides direct teaching service to the School District. Direct teaching service shall not include any extra-curricular activities, extended employment, or other extra duties. Severance pay under this article shall not be granted to a teacher who is discharged **for reasons other than those listed above in this section** or who has previously been paid severance pay by the School District.

Section B. Eligible teachers, upon severance of employment with the School District, shall receive as severance pay an amount representing fifty percent (50%) of their unused number of disability leave days multiplied by their daily rates of pay as established in Section ~~DC~~. below but not to exceed forty-five (45) days.

Eligible teachers shall also receive as severance pay one (1) day of pay, **up to a maximum of five (5) days of pay, as established in Section C. below**, for each eight (8) days of unused disability leave that are lost after July 1, 1989, pursuant to the maximum **accumulation of disability leave defined** ~~provision in Article~~ **ARTICLE XIII**, Section B ~~but not to exceed five (5) days~~.

~~Section C.~~ Eligible teachers also shall receive as severance pay an amount representing five (5) days of pay, **up to a maximum of sixty (60) days of pay**, as established in Section ~~DC~~. below, for each year of ~~teaching~~ service beyond twelve (12) years ~~but not to exceed sixty (60) days~~.

Section ~~DC~~. In applying the provisions of this article, a teacher's daily rate of pay shall be the basic daily rate of pay (per APPENDIX C) at the time of severance of employment or the basic daily rate of pay (per APPENDIX C) in the basic school year (Sept. 1-Aug. 30) in which the teacher reaches age fifty-five (55), whichever is least. The basic daily rate of pay shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section ~~ED~~. Severance pay shall be paid by the School District ~~to~~ **into Minnesota State Retirement System**, a ~~retirement~~ health care savings plan, pursuant to ~~Minnesota Statutes (M.S.);~~ 352.98 (MSRS HCSP) in sixty (60) equal, monthly installments over five (5) years. In the event the severance of employment is due to the teacher's death, the ~~S~~everance payment shall be paid to the teacher's beneficiary or estate in full. The

payments will commence within sixty (60) days of the effective date of the teacher’s severance of employment from the School District.

For teachers hired prior to September 1, 1995 (or those granted tenure by the School District prior to June 30, 1999), the School District will provide an annual contribution of \$400 to a ~~health-care-savings-plan~~ **teacher’s (MSRS) HCSP** no later than December 31. The cumulative contributions to each individual teacher shall be deducted from that teacher’s severance payment established by other sections of this article.

Upon establishment of the rate of pay per Section ~~D~~**C.** above, advance payment(s) to the ~~health-care-savings-plan~~ **teacher’s MSRS HCSP** may be made at the sole discretion of the School District. The amount of advance payment(s), if any, shall be deducted from the total payment resulting from eligibility under this ~~Article~~**article**.

Section FE. Eligible teachers who qualify for severance pay pursuant to this ~~A~~**article** shall also receive a School District insurance premium contribution.

A maximum \$11,400 insurance contribution will be made to a ~~health-care-savings-plan~~ **(teacher’s MSRS) HCSP** upon severance. The former teacher will receive \$2,280 per year until he/she reaches the age of Medicare eligibility. The annual payment of \$2,280 will be made ~~during~~ **in** the month of September and shall be pro-rated for the year in which the eligible teacher reaches the age of Medicare eligibility.

Section GF Any former teacher may remain in the School District’s group insurance plans under the following conditions, pursuant to **M.S.** Section 471.61, ~~s~~**Subd. 2b.** ~~of Minnesota statues:~~

- 1) he/she is receiving a disability benefit or annuity from a Minnesota public pension plan or has met age and service requirements necessary to receive an annuity from such a plan;
- 2) he/she has maintained continuous insurance coverage in the group;
- 3) he/she pays his/her own premiums **to the District Office.**

Section HG. For teachers hired after September 1, 1995 (except those granted tenure by the School District prior to June 30, 1999), the School District will annually contribute matching 403(b) funds (administered by the district vendor CPI) for the 2002/2003 (and subsequent) contract year ~~into~~ **an approved 403(b) plan in** accordance with the following schedule:

| <u>Years of Teaching Experience in the School District</u> | <u>Amount Contributed</u> |
|--|---------------------------|
| 0-3 | \$0, |
| 4-9 | \$400, |
| 10-14 | \$650, |
| 15-19 | \$1000, |
| 20-24 | \$1500, |
| 25+ | \$2000. |

The School District’s cumulative contribution ~~into~~ **an individual teacher’s 403(b) plan** shall not exceed a maximum of \$30,000.

Eligible Tteachers hired after September 1, 1995 (except those granted tenure by the School District prior to June 30, 1999), are not eligible for severance benefits contained in other sections of this article but will receive

one-half (1/2) of their unused sick leave at a daily rate of pay equal to the daily substitute teacher rate when severing employment with a minimum of twelve (12) years of teaching service.

The School District’s only obligation is to provide the 403(b) or ~~health care savings plan allowances~~ **MSRS HCSP amounts** as stated in this article, and the School District shall, therefore, be held forever harmless from any claims associated with 403(b) or ~~health care savings plan~~ **MSRS HCSP** participation or non-participation.

ARTICLE XVIII. SPECIAL AND STUDENT TEACHING ASSIGNMENTS

Section A. Assignments for the adult education (not to include community service), driver education, summer school programs, tutorial programs, and part-time special programs will be made by the School District on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the School District during the normal school year. These assignments shall not be obligatory but shall be with the consent of the teachers. Teachers shall be compensated for teaching in any of such programs at the hourly rate specified in APPENDIX C1 and APPENDIX C2, “General Provision 2.”

Section B. The School District shall disclose the amount received from the post-secondary institution placing the student teachers in the School District. Monies made available to the School District by the placing post-secondary institution shall be submitted upon receipt to the Northwest Minnesota Foundation and designated for the “Bagley Area Scholarship Fund.”

Section C. Compensation for non-teaching duties such as ticket-taking, game supervision, bus chaperoning, and dance chaperoning will be based upon the following schedule. Exceptions will include dance chaperones who are already compensated through the extra-curricular pay schedule and work at district or regional athletic events held locally:

| | |
|--|---------------------|
| Tournament (all day) | \$50.00, |
| Ticket takers/sellers | \$25.00, |
| Supervision | \$25.00, |
| Referee-“B” squad and Jr. high | \$30.00, |
| Time clock operator, bookkeeper and announcer (“A” and “B”) | \$30.00, |
| Dance chaperones | \$50.00, |
| 3 Hour dance chaperone(s) | \$50.00, |
| 4 Hour dance chaperone(s) | \$70.00, |
| Bus chaperones - radius of forty-five (45) miles or less; radius of | \$25.00, |
| Over forty-five (45) miles | \$35.00, |

Section D. Compensation for extra-curricular duties shall be in accordance with APPENDIX E-1 and E-2.

ARTICLE XIX. CLASS SIZE

Section A. The School Board and the Association agree that it is in the best interest of the student to set a class size limit. The determination of any individual class size limit shall include consideration of available monies and availability of facilities.

Section B. "Optimum," as used in this article, means the largest number of students in a given class required for the highest possible educational achievement of each student in that class but does not address a maximum or minimum number of students in a given class.

Section C. Optimum class sizes will be as follows:

| | |
|--------------|-----------------------|
| Kindergarten | twenty (20) students, |
| 1st grade | twenty (20) students, |
| 2nd grade | twenty (20) students, |
| 3rd grade | twenty (20) students. |

Section D. Class size in any classroom shall be limited to provide a safe environment for the students in that given class.

This article does not interfere with the Districts right to establish class size and is not subject to grievance and arbitration under Article III.

ARTICLE XX. SCHOOL CALENDAR

Section A. Each upcoming school year calendar shall be set prior to April 1. Changes in the school year calendar may be made by the School District for cause. Such changes may not affect the beginning nor ending dates of the school year, nor may they affect a scheduled vacation day that immediately precedes or follows a national holiday, except by mutual consent.

Section B. The days in session for each school year shall be as follows:

| | |
|-------------------------------|----------------|
| Scheduled days of attendance: | 178 days |
| Emergency days available: | three (3) days |

Unused emergency days will be scheduled at the discretion of the School District. The last day of each school year will be utilized as a teacher work day. Students will not be in attendance on that day, nor will it be included as one (1) of the unused emergency days.

ARTICLE XXI. EARLY CHILDHOOD FAMILY EDUCATION (ECFE)/ SCHOOL READINESS (SR) TEACHERS

Section A. Statutory Considerations: Pursuant to M.S. 122A.26, an ECFE/SR teacher who teaches in an early childhood and family education/school readiness program which is offered through a community education program and which qualifies for community education aid must meet licensure requirements as a teacher. This licensure shall not be construed to bring an ECFE/SR teacher within the definition of a teacher for purposes of M.S.122A.40 (subdivision 2).

Section B. Probationary Period: The probationary period of ECFE/SR teachers shall be three (3) consecutive school years of service. Upon completion of the probationary period, an ECFE/SR teacher may be suspended or discharged only for just cause, and such ECFE/SR teacher shall have access to the grievance procedure.

Section C. Layoff and Recall: ECFE/SR teachers shall have a separate seniority list and shall have seniority rights only in the ECFE/SR program. An ECFE/SR teacher shall not have any rights to any other teaching position in the School District. ECFE/SR teachers shall be laid off and recalled within the order of seniority with other ECFE/SR teachers. Other teachers shall not have bumping rights or be involuntarily transferred into the ECFE/SR program.

Section D. Compensation: The salary of the ECFE/SR teachers shall be in accordance with Appendix C1 or Appendix C2. Such teachers who work less than half time shall be paid the equivalent hourly rate of BA Step 0. ECFE/SR teachers who have completed 5 years of teaching with the district shall receive an additional \$1.00 per hour. ECFE/SR teachers shall be entitled to an annual 403B match equivalent to traditional teachers (Article XVII. Severance Pay – Section H), one (1) personal day (teacher will receive full salary and the School District will pay for the substitute teacher), and six (6) disability leave days per year. Unused disability leave hours may accumulate to 60 days. The annual disability leave allowance shall be recognized on the first teacher duty day of each year. This disability leave allows full pay for individual illness or disability, including illness or disability caused by pregnancy and childbirth. (ECFE/SR teachers shall not receive any less benefits than they received 2012-2013.)

Section E. Hours of Service, Duty Day/Week/Year: The parties recognize that the employment of ECFE/SR teachers is unique and market driven. ECFE/SR teachers will have a work day and calendar year which is responsive to the community education program. This schedule may include evening, weekend, and summer hours both on and off site, as determined by the School District.

Section F. Prep Time: Part-time compensation for preparation/conference time is as follows: example, for one hundred fifty (150) minutes of directly teaching students $150/300 * 50 =$ twenty-five (25) minutes of paid preparation/conference time.

Section G. Child Care Leave: Will follow Family Medical Leave Act (FMLA) and may be extended only by mutual consent of the School Board and the teacher.

Section H. Applicable Sections of the Master Agreement:
ECFE/SR teachers shall be covered by the following sections of the Master Agreement:

| | |
|----------------|--|
| Article I. | Purpose |
| Article II. | Negotiations |
| Article III. | Grievance Procedure |
| Article IV. | Maintenance of Standards |
| Article VI. | Itinerant Teachers |
| Article VIII. | Professional Behavior |
| Article IX. | Insurance (half time and more) |
| Article XI. | Teacher Assignments and Qualifications |
| Article XIII. | Disability Leave (Sections that apply are D,E,F,G) |
| Article XVI. | Unrequested Leave of Absence (A,B2,C,D,E,F(only within ECFE/SR),G) |
| Article XXII. | Duration |
| Article XXIII. | Document Authorization |

Section I. All licensed ECFE/SR teacher(s), half-time or greater equivalent employment.

- 1.) All ECFE/SR teachers shall be given full credit on the salary schedule, up to the ninth (9th) step for previous ECFE/SR teaching experience that required a valid state teaching license and reflects M.S. 122A.40 minimum duration which is currently 120 days per year.
- 2.) Have 178 duty days from July 1 to June 30 of each school year.
- 3.) Have a regular work day of 8:00 a.m. to 3:30 p.m. on Monday through Thursday and 8:00 a.m. to 11:30 a.m. on Fridays, when school is in session. Monday through Thursdays will include the daily

teaching of 300 minutes, a duty free 30-minute lunch and 50 minutes of preparation time. Friday will include the teaching of 150 minutes, and 25 minutes of preparation time.

- 4.) The time after 11:30 a.m. Fridays will be flexible time. This time will be used for coordinator duties or banked for use when there are activities, including evenings and Saturdays when there are events or programs related to the ECFE/SR Program after the 3:30 p.m. work day or during the time when school is not in session (June, July & August). This “flexible” time will be coordinated with the Community Education Director.
- 5.) Be entitled to the benefits and rights of other half-time or greater equivalent teachers.

ARTICLE XXII. DURATION

This Agreement shall be effective ~~as of July 1, 2015~~ **upon the date of its full ratification**, and shall continue in effect until June 30, ~~2017~~**2019**. If a new Agreement has not been duly entered into prior to June 30, ~~2017~~**2019**, the terms of this Agreement shall continue in full force and effect until such new Agreement is fully ratified, which shall then be fully retroactive to July 1, ~~2015~~**2017**.

ARTICLE XXIII. DOCUMENT AUTHORIZATION

In witness whereof, the parties hereto ~~caused this Agreement to be signed by their respective representatives, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.~~ **have executed the Agreement as follows:**

The Association:

The School District:

by _____
President

by _____
School Board Chair

by _____
Chief Negotiator

by _____
School Board Clerk

Dated this _____ day of _____, 20____

Dated this _____ day of _____, 20____

This contract should not be used for student teachers, interns, or substitute teachers.

Appendix B

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. _____ of the State of Minnesota, _____, Minnesota, enters into this agreement, pursuant to M.S. 125.12 as amended, with _____ a legally (Name of Teacher)

qualified and licensed teacher who agrees to teach in the public schools of said district as _____ (Insert General Assignment)

_____ for the school year 20 ____ to 20 ____

The following provisions shall apply and are a part of this contract:

- 1. Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach in the schools of said district as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. Duty Year. The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. Additional Services: The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. Special Provisions: (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Table with 2 columns: Additional Service, Additional Compensation. Rows 1, 2, 3 with blank lines for input.

7. In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ _____ For basic services
\$ _____ For additional services as set forth in paragraph 6
\$ _____ Total salary, exclusive of fringe benefits

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this _____ day of _____, 20 ____
Teacher _____

IN WITNESS THEREOF we have subscribed our signatures this _____ day of _____, 20 ____

INDEPENDENT SCHOOL DISTRICT NO.

WHITE - Board's Copy
GREEN - Teacher's Copy

Chairman _____
Clerk _____

APPENDIX C1

2015-2016~~2017-2018~~ SALARY SCHEDULE

| Sem. Hr. Lane> | BA | BA+10 | BA+20 | BA+30 | BA+40/MA | BA+50/ MA+10 | MA+20 |
|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 0 | 36,269 | 36,994 | 37,920 | 39,058 | 41,010 | 43,061 | 45,214 |
| | 37,678 | 38,432 | 39,395 | 40,576 | 42,605 | 44,734 | 46,971 |
| | 37,114 | 37,857 | 38,802 | 40,034 | 42,100 | 44,206 | 46,416 |
| 1 | 38,557 | 39,328 | 40,310 | 41,589 | 43,736 | 45,925 | 48,220 |
| | 37,977 | 38,738 | 39,707 | 41,034 | 43,220 | 45,382 | 47,651 |
| | 39,454 | 40,244 | 41,250 | 42,628 | 44,900 | 47,146 | 49,502 |
| 2 | 38,863 | 39,640 | 40,632 | 42,060 | 44,370 | 46,589 | 48,918 |
| | 40,374 | 41,180 | 42,211 | 43,696 | 46,095 | 48,400 | 50,820 |
| | 39,769 | 40,564 | 41,578 | 43,110 | 45,550 | 47,828 | 50,219 |
| 4 | 41,315 | 42,140 | 43,194 | 44,786 | 47,321 | 49,687 | 52,170 |
| | 40,696 | 41,510 | 42,547 | 44,189 | 46,761 | 49,099 | 51,555 |
| | 42,278 | 43,124 | 44,200 | 45,907 | 48,579 | 51,008 | 53,558 |
| 5 | 41,644 | 42,478 | 43,539 | 45,294 | 48,006 | 50,406 | 52,926 |
| | 43,263 | 44,129 | 45,231 | 47,054 | 49,872 | 52,365 | 54,984 |
| | 42,615 | 43,467 | 44,554 | 46,425 | 49,284 | 51,747 | 54,335 |
| 7 | 44,271 | 45,156 | 46,286 | 48,230 | 51,200 | 53,759 | 56,447 |
| | 43,607 | 44,480 | 45,591 | 47,586 | 50,593 | 53,124 | 55,779 |
| | 45,302 | 46,209 | 47,364 | 49,436 | 52,560 | 55,188 | 57,948 |
| 8 | 44,767 | 45,663 | 46,805 | 49,015 | 52,111 | 54,893 | 57,638 |
| | 46,507 | 47,438 | 48,624 | 50,920 | 54,137 | 57,027 | 59,879 |
| | 45,958 | 46,878 | 48,049 | 50,485 | 53,674 | 56,721 | 59,556 |
| 10 | 47,745 | 48,701 | 49,917 | 52,447 | 55,760 | 58,925 | 61,871 |
| | 47,179 | 48,125 | 49,327 | 52,000 | 55,286 | 58,610 | 61,539 |
| | 49,013 | 49,995 | 51,244 | 54,021 | 57,435 | 60,888 | 63,932 |
| 11 | 51,394 | 52,423 | 53,732 | 56,644 | 60,224 | 63,846 | 67,038 |
| | 53,391 | 54,460 | 55,821 | 58,846 | 62,564 | 66,328 | 69,644 |

General Provisions:

1. The School District will pay-hospitalization/medical protection insurance and LTD insurance for each teacher who qualifies and is enrolled in the School District's group insurance plans an amount not to exceed the following: ~~\$500 per month per single policy or \$720 per month per family policy toward the premiums July 1, 2015 to December 31, 2015 and \$550 per month per single policy or \$810 per month per family policy toward the premiums January 1, 2016 to June 30, 2016.~~ **\$600 per month per single policy or \$900 per month per family policy toward the premiums.**
2. Instructional service that is not a part of the regular or extra-curricular assignment i.e. – "Title I Instruction" of three (3) hours or less per day, summer school, adult education (not to include community service/education) driver education, grant-sustained programs, assigned supervision of the gymnasium outside of the pupils' regular school day, alternative education, etc. will be paid for at ~~\$27.00~~**27.25** per hour.
3. The annual sick leave allowance is twelve (12) days, accumulative to 120 days. A report from a qualified doctor may be requested for sick leave of three (3) or more consecutive days.
4. The School Board reserves the right to withhold an increment from a teacher who is evaluated as unsatisfactory in performance and to award merit pay to a teacher for outstanding work.
5. Pay for extra-curricular assignments is in addition to the basic salary schedule.

6. The “BA+75 quarter hour (or BA 50 semester hour) lane” (equivalent to “MA+15 quarter hour (or 10 semester hour)”) is effective beginning July 1, 1987. No bachelor’s lane beyond the “BA+75 quarter hour (or BA 50 semester hours)”) will exist.

APPENDIX C2

2016-2017~~2018-2019~~ SALARY SCHEDULE

| Sem. Hr. Lane> | BA | BA+10 | BA+20 | BA+30 | BA+40/MA | BA+50/ MA+10 | MA+20 |
|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | 37,030 | 37,774 | 38,717 | 39,878 | 41,872 | 43,965 | 46,163 |
| 0 | 38,526 | 39,297 | 40,281 | 41,489 | 43,563 | 45,741 | 48,028 |
| | 37,894 | 38,652 | 39,617 | 40,874 | 42,984 | 45,135 | 47,391 |
| 1 | 39,425 | 40,213 | 41,217 | 42,525 | 44,720 | 46,958 | 49,305 |
| | 38,775 | 39,552 | 40,544 | 41,895 | 44,128 | 46,335 | 48,651 |
| 2 | 40,341 | 41,150 | 42,179 | 43,587 | 45,910 | 48,207 | 50,616 |
| | 39,680 | 40,472 | 41,485 | 42,944 | 45,302 | 47,568 | 49,946 |
| 3 | 41,283 | 42,107 | 43,161 | 44,679 | 47,132 | 49,489 | 51,964 |
| | 40,604 | 41,415 | 42,451 | 44,016 | 46,507 | 48,832 | 51,273 |
| 4 | 42,244 | 43,088 | 44,166 | 45,794 | 48,386 | 50,805 | 53,344 |
| | 41,551 | 42,382 | 43,440 | 45,117 | 47,743 | 50,131 | 52,637 |
| 5 | 43,229 | 44,094 | 45,195 | 46,939 | 49,672 | 52,156 | 54,763 |
| | 42,519 | 43,370 | 44,453 | 46,245 | 49,014 | 51,464 | 54,038 |
| 6 | 44,237 | 45,122 | 46,249 | 48,113 | 50,994 | 53,543 | 56,221 |
| | 43,510 | 44,379 | 45,490 | 47,400 | 50,319 | 52,834 | 55,476 |
| 7 | 45,268 | 46,172 | 47,328 | 49,315 | 52,352 | 54,968 | 57,717 |
| | 44,523 | 45,414 | 46,549 | 48,586 | 51,656 | 54,239 | 56,951 |
| 8 | 46,321 | 47,248 | 48,429 | 50,549 | 53,743 | 56,430 | 59,251 |
| | 45,707 | 46,622 | 47,788 | 50,044 | 53,206 | 56,046 | 58,849 |
| 9 | 47,553 | 48,505 | 49,718 | 52,065 | 55,355 | 58,310 | 61,226 |
| | 46,924 | 47,863 | 49,058 | 51,545 | 54,801 | 57,912 | 60,807 |
| 10 | 48,819 | 49,796 | 51,040 | 53,627 | 57,015 | 60,251 | 63,263 |
| | 48,170 | 49,135 | 50,363 | 53,092 | 56,447 | 59,841 | 62,832 |
| 11 | 50,116 | 51,120 | 52,397 | 55,237 | 58,727 | 62,258 | 65,370 |
| | 52,473 | 53,523 | 54,861 | 57,834 | 61,488 | 65,187 | 68,446 |
| 12 | 54,593 | 55,685 | 57,077 | 60,170 | 63,972 | 67,820 | 71,211 |

General Provisions:

- The School District will pay hospitalization/medical protection insurance and LTD insurance for each teacher who qualifies and is enrolled in the School District’s group insurance plans an amount not to exceed the following: ~~\$600~~650 per month per single policy or ~~\$900~~1,000 per month per family policy toward the premiums.
- Instructional service that is not a part of the regular or extra-curricular assignment i.e. – “Title I Instruction” of three (3) hours or less per day, summer school, adult education (not to include community service/education) driver education, grant-sustained programs, assigned supervision of the gymnasium outside of the pupils’ regular school day, alternative education, etc. will be paid for at ~~\$27.00~~27.50 per hour.
- The annual sick leave allowance is 12 days, accumulative to 120 days. A report from a qualified doctor may be requested for sick leave of 3 or more consecutive days.

4. The Board of Education reserves the right to withhold an increment from a teacher who is evaluated as unsatisfactory in performance and to award merit pay to a teacher for outstanding work.
5. The schedule of extra pay for extra-curricular assignments is in addition to the basic salary schedule.
6. The “BA+75 quarter hour (or BA 50 semester hour) lane” (equivalent to “MA+15 quarter hour (or 10 semester hour)”) is effective beginning July 1, 1987. No bachelor’s lane beyond the “BA+75 quarter hour (or BA 50 semester hours)” will exist.

APPENDIX D

NOTICE OF ASSIGNMENT AND SALARY FOR SCHOOL YEAR: _____

Teacher: _____

General Assignment: _____

Salary: _____ Lane: _____ Step: _____

Additional Services: _____

Salary: _____

Accumulated Sick Leave as of the First Day of this Duty Year: _____

APPENDIX E-1
~~2015-2016~~2017-2018 EXTRA-CURRICULAR SALARY SCHEDULE

| | | | |
|---|--|---|---|
| <p>LEVEL I - A Step 1 \$4,317\$4,432 Step 2 \$4,845\$4,974</p> <p>Head Football Head Volleyball Head Dance Team Head Softball Head Baseball Head Basketball Head Hockey Head Cross Country Head Golf Head Track Media Club Advisor</p> <p>LEVEL I - B Step 1 \$3,090\$3,172 Step 2 \$3,454\$3,546</p> <p>Annual Advisor Three Act Play Director Musical Director Speech Director</p> | <p>LEVEL II Step 1 \$2,989\$3,068 Step 2 \$3,352\$3,442</p> <p>Asst/JV Football Asst/JV Volleyball Asst/JV Hockey Asst/JV Basketball Asst/JV Dance Team Asst/JV Baseball Asst/JV Softball Asst Golf Asst/JV Track</p> | <p>LEVEL III Step 1 \$2,655\$2,726 Step 2 \$2,979\$3,059</p> <p>C Squad Football C Squad Basketball C Squad Volleyball C Squad Track Student Council Cheerleader Advisor Messenger Advisor</p> | <p>LEVEL IV Step 1 \$2,325\$2,387 Step 2 \$2,609\$2,679</p> <p>Jr. High Football Jr. High Volleyball Jr. High Basketball Jr. High Dance Team Jr. High Baseball Jr. High Softball Jr. High Track AV Director, Elementary AV Director, High School Band, Elementary Lessons Band, Summer Program</p> |
| <p>LEVEL V Step 1 \$1,992\$2,045 Step 2 \$2,235\$2,295</p> <p>Jr. High Drama Club Director Musical, Orchestra Director One-Act Play Director Junior Class Advisor Pep Band Director</p> | <p>LEVEL VI Step 1 \$1,527\$1,568 Step 2 \$1,714\$1,759</p> <p>Musical, Sets Supervision Science Fair Director Senior Class Advisor Knowledge Bowl Advisor Musical, Staging & Choreography S.A.D.D. Advisor Speech Assistant (up to 2 with approval) Three-Act Play Assistant Jazz Choir History Day Advisor Robotics Advisor</p> | <p>LEVEL VII Step 1 \$996\$1,023 Step 2 \$1,117\$1,147</p> <p>Jr. High Math Club Advisor Sophomore Class Advisor Art Club Advisor Auto Club Advisor Drama Club Advisor F.L.A. Advisor Photography Club Advisor Senior High Math Club Advisor Anishinaabe Advisor</p> | <p>LEVEL VIII Step 1 \$500\$513 Step 2 \$564\$576</p> <p>National Honor Society Elem. Student Ambassadors (up to 3 with Approval) Orienteering Advisor Science Fair Assistant - Elem. Science Fair Assistant - H.S. School Forest Coordinator</p> |

Provision A: Step Advancement

1) Any person who has advised any of the non-coaching activities listed above at Bagley School and who is in at least his or her 5th consecutive year of advising (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the non-coaching activities, he or she will remain at Step 2 regardless if there is a break in advising as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to this agreement will return to Step 2 at the start of the 2015-2016 school year. Experience in advising does not count towards experience in coaching.

2) Any person who has coached any of the sports activities listed above on any level at Bagley School and who is in at least his or her 5th consecutive year of coaching (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the sports activities, he or she will remain at Step 2 regardless if there is a break in coaching as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to this agreement will return to Step 2 at the start of the 2015-2016 school year. Experience in coaching does not count towards experience in advising.

Provision B: Post Season Pay

-Varsity head and assistant coaches or advisors whose team advances to the section semi-finals (final four) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose team advances to State competition will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose individuals advance from a qualifying event to a Section final will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

APPENDIX E-2
~~2016-2017~~2018-2019 EXTRA-CURRICULAR SALARY SCHEDULE

| | | | |
|---|--|--|---|
| <p>LEVEL I - A Step 1 \$4,388\$4,476 Step 2 \$4,925\$5,024</p> <p>Head Football Head Volleyball Head Dance Team Head Softball Head Baseball Head Basketball Head Hockey Head Cross Country Head Golf Head Track Media Club Advisor</p> <p>LEVEL I - B Step 1 \$3,144\$3,204 Step 2 \$3,514\$3,581</p> <p>Annual Advisor Three Act Play Director Musical Director Speech Director</p> | <p>LEVEL II Step 1 \$3,038\$3,099 Step 2 \$3,408\$3,476</p> <p>Asst/JV Football Asst/JV Volleyball Asst/JV Hockey Asst/JV Basketball Asst/JV Dance Team Asst/JV Baseball Asst/JV Softball Asst Golf Asst/JV Track</p> | <p>LEVEL III Step 1 \$2,699\$2,753 Step 2 \$3,029\$3,090</p> <p>C Squad Football C Squad Basketball C Squad Volleyball C Squad Track Student Council Cheerleader Advisor Messenger Advisor</p> | <p>LEVEL IV Step 1 \$2,363\$2,411 Step 2 \$2,652\$2,706</p> <p>Jr. High Football Jr. High Volleyball Jr. High Basketball Jr. High Dance Team Jr. High Baseball Jr. High Softball Jr. High Track AV Director, Elementary AV Director, High School Band, Elementary Lessons Band, Summer Program</p> |
| <p>LEVEL V Step 1 \$2,025\$2,065 Step 2 \$2,272\$2,318</p> <p>Jr. High Drama Club Director Musical, Orchestra Director One-Act Play Director Junior Class Advisor Pep Band Director</p> | <p>LEVEL VI Step 1 \$1,552\$1,583 Step 2 \$1,742\$1,777</p> <p>Musical, Sets Supervision Science Fair Director Senior Class Advisor Knowledge Bowl Advisor Musical, Staging & Choreography S.A.D.D. Advisor Speech Assistant (up to 2 with approval) Three-Act Play Assistant Jazz Choir History Day Advisor Robotics Advisor</p> | <p>LEVEL VII Step 1 \$1,013\$1,033 Step 2 \$1,136\$1,158</p> <p>Jr. High Math Club Advisor Sophomore Class Advisor Art Club Advisor Auto Club Advisor Drama Club Advisor F.L.A. Advisor Photography Club Advisor Senior High Math Club Advisor Anishinaabe Advisor</p> | <p>LEVEL VIII Step 1 \$508\$518 Step 2 \$570\$582</p> <p>National Honor Society Elem. Student Ambassadors (up to 3 with Approval) Orienteering Advisor Science Fair Assistant - Elem. Science Fair Assistant - H.S. School Forest Coordinator</p> |

Provision A: Step Advancement

1) Any person who has advised any of the non-coaching activities listed above at Bagley School and who is in at least his or her 5th consecutive year of advising (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the non-coaching activities, he or she will remain at Step 2 regardless if there is a break in advising as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in advising does not count towards experience in coaching.

2) Any person who has coached any of the sports activities listed above on any level at Bagley School and who is in at least his or her 5th consecutive year of coaching (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the sports activities, he or she will remain at Step 2 regardless if there is a break in coaching as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in coaching does not count towards experience in advising.

Provision B: Post Season Pay

-Varsity head and assistant coaches or advisors whose team advances to the section semi-finals (final four) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose team advances to State competition will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose individuals advance from a qualifying event to a Section final will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (without a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

APPENDIX F

COURSE PRE-APPROVAL REQUEST FORM

Name _____ Date _____, 20_____

Current Teaching Assignment and Grade Level: _____

Present Lane on the Salary Schedule: Check one of the following:
(sem. hr.) ___BA ___BA+10 ___BA+20 ___BA+30 ___BA+40 or MA ___BA+50 or MA+10 ___MA+20
Check one of the following:

- ___ A. Pre-approval requested for salary schedule advancement only.
- ___ B. Pre-approval requested only to qualify in an area for which I am licensed but not presently teaching.
The specific area for which this request is submitted: _____
- ___ C. Pre-approval requested for both salary schedule advancement and to qualify in an area for which I am licensed but not presently teaching. The specific area for which this request is submitted: _____

COURSE INFORMATION:

College or University: _____

Location: _____ First day of class: _____

| Dept. Name | Course Number | Course Title | Semester Hrs. |
|------------|---------------|--------------|---------------|
|------------|---------------|--------------|---------------|

Description of the course as contained in catalog: _____

How will this course contribute to your improvement as a teacher and in the teaching field? (Attach additional sheets if necessary) _____

ATTACH A COPY OF YOUR CURRENT TEACHING LICENSE AND PRINT OUT OF THE COURSE DESCRIPTION TO THIS REQUEST.

| | |
|---------------------------------|-------------------|
| DISTRICT OFFICE USE ONLY | |
| Request is _____ Approved | _____ Disapproved |
| If disapproved, reason _____ | |
| Date: _____ Signature: _____ | |

Darin Halverson Roofing

Tore off old rubber roofing and metal on roof above elevator, above old band room, above stairwell, above kitchen and above bathrooms.

Screwed down new fiber board and put new drains in. Put new pipe boots and glued down new 60 mil rubber. Put on new metal.

Had to replace some rotten boards and plywood and wet insulation above old band room, above the kitchen and had to replace alot of insulation and some plywood above the bathrooms.

| | |
|-------------------------------------|-------------|
| Initial proposal | \$61,694.88 |
| Time and material for damage repair | 4,069.54 |
| Total | \$65,764.42 |

**EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 162
BAGLEY, MINNESOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 162, Bagley, Minnesota was held on the 5th day of September 2017, at 7:30 p.m.

The following Board members were present:

and the following were absent:

Board Member _____ introduced the following Resolution

and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION OF THE EMPLOYMENT OF EMPLOYEE A

WHEREAS, the administration has recommended the termination of Employee A and provided notice to the employee of its proposed action on September ____, 2017;

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 162 as follows:

1. That the School Board terminates the employment of Employee A for the reasons identified in Attachment A;
2. That the Administration of the School District is directed to send written notice to the employee regarding the termination of employment as provided by law; and
3. That Attachment A to this Resolution contains private data on individuals pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Administration is specifically directed to maintain the private data classification of Attachment A in accordance with all applicable laws, including the provisions of Minnesota Statutes, Chapter 13.

The motion for the adoption of the foregoing Resolution was duly seconded by Board Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said Resolution was declared duly passed and adopted.

CLERK'S CERTIFICATE

STATE OF MINNESOTA)
) ss.
COUNTY OF CLEARWATER COUNTY)

I, the undersigned, being the fully qualified and acting Clerk of Independent School District No. 162, Bagley, Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of Independent School District No. 162, duly called and held on the date therein indicated, so far as such minutes relate to the Resolution Relating to the Termination of the Employment of Employee A and that said resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this _____ day of _____, 2017.

Clerk of the School Board
Independent School District No. 162