

Special Board Meeting

Monday, March 18, 2024 5:30 PM

High School Media Center, 810 First Street North, Pine River, MN 56474

1. Call to Order and Pledge to the Flag

Speaker(s): Board Chair

Members: Leslie Bouchonville, Chris Cunningham, Roger D. Hoplin, Nicki Linsten-Lodge, David Sheley, Ryan Trumble and Superintendent Jonathan Clark

2. Welcome to Visitors

Speaker(s): Board Chair

2.1. Public Comments and Time for Interaction with the Board on Agenda Items

Speaker(s): Board Chair

2.2. Spotlight on Education - National HRS Conference

3. Approve Agenda

4. Discussion Items

4.1. Flavored Commercial Tobacco Ban

4.2. Budget Reductions

5. Action Items

5.1. Approve the 2023-2025 Master Agreement with Pine River-Backus Education Minnesota

5.2. Approve the Hiring of Coaches:
Matthew Casperson - Junior High Baseball
Emma Mills - Junior High Softball
Henry Krecklau - Assistant Track
Rachel Allen - Assistant Track
Eric Vetsch - Assistant Golf

6. Open Forum

7. Interview of Applicants for the Vacancy on the School Board

8. Motion to Close the Meeting per Minnesota Statute 13D.05 Subd. 3 to Evaluate the Performance of Jonathan Clark, Superintendent

9. Adjourn

Pine River - Backus Public School District

Five Year General Fund Budget Projection Summary

Definitions	Actual 2022-2023	Budget 2023-2024	Projected 2024-2025	% Chg	Projected 2025-2026	% Chg	Projected 2026-2027	% Chg	Projected 2027-2028	% Chg	Projected 2028-2029	% Chg
Revenue	\$12,565,270	\$13,182,979	\$12,850,087	-2.5%	\$12,794,875	-0.4%	\$12,918,189	1.0%	\$12,964,516	0.4%	\$13,001,282	0.3%
Expenditures	\$13,093,230	\$14,538,272	\$12,705,064	-12.6%	\$13,068,102	2.8%	\$13,249,082	1.4%	\$13,433,681	1.4%	\$13,621,973	1.4%
Revenue Over (Under) Expenditures	(\$527,960)	(\$1,355,292)	\$145,023		(\$273,227)		(\$330,893)		(\$469,165)		(\$620,691)	
Fund Balance	\$3,916,555	\$2,561,262	\$2,706,285		\$2,433,058		\$2,102,165		\$1,633,000		\$1,012,309	
Assigned Fund Balance	\$887,171	\$553,417	\$699,336		\$579,063		\$453,568		\$322,905		\$184,190	
Unassigned Fund Balance	\$3,029,384	\$2,007,846	\$2,006,949		\$1,853,995		\$1,648,597		\$1,310,095		\$828,119	
Percent Unassigned	23.1%	13.8%	15.8%		14.2%		12.4%		9.8%		6.1%	
Unassigned Target Fund Balance %	15.0%	15.0%	15.0%		15.0%		15.0%		15.0%		15.0%	
Minimum Unassigned Fund Balance	\$1,963,984	\$2,180,741	\$1,905,760		\$1,960,215		\$1,987,362		\$2,015,052		\$2,043,296	
Fund Balance Over (Under) Target	\$1,065,400	(\$172,895)	\$101,189		(\$106,221)		(\$338,765)		(\$704,958)		(\$1,215,177)	

	Actual 2022-2023	Budget 2023-2024	Projected 2024-2025	% Chg	Projected 2025-2026	% Chg	Projected 2026-2027	% Chg	Projected 2027-2028	% Chg	Projected 2028-2029	% Chg
Basic Funding Formula	\$6,863	\$7,138	\$7,281	2.0%	\$7,427	2.0%	\$7,575	2.0%	\$7,727	2.0%	\$7,881	2.0%
Referendum + Local Optional Rev.	\$739	\$724	\$724	0.0%	\$724	0.0%	\$724	0.0%	\$724	0.0%	\$724	0.0%
Total Adj Pupil Units	942	881	896	1.7%	886	-1.1%	872	-1.6%	864	-0.8%	854	-1.2%
Per Pupil Revenue	\$13,335	\$14,960	\$14,345	-4.1%	\$14,444	0.7%	\$14,821	2.6%	\$15,002	1.2%	\$15,231	1.5%
Per Pupil Expenditures	\$13,895	\$16,498	\$14,183	-14.0%	\$14,753	4.0%	15,201	3.0%	15,545	2.3%	15,958	2.7%

Base Assumptions:

2022-23 Actual Revenues, Expenses & Fund Balances

2023-24 Preliminary Budget Revenues & Expenses

- Known budget reductions to staffing changes (\$135,000)
- Known budget increases to athletics/activities \$29,000
- General Fund Revenues updated to reflect lower than anticipated 2023-24 enrollment.

Enrollment updated to 2023-24 actuals. Kindergarten assumed at 54 each year. All grade progressed in subsequent years.

ESSER funds assumed to expire with 2023-24 budget.

2023-24 and 2024-25 contract settlements included for At Will, Local 284 & Superintendent

Salary/benefit lines 2025-26 and beyond projected at 2% increases each year.

Assumes \$600,000 reduction goal for 2024-25.

Fund Balance goal 15%.

Proposed Changes:

Tentative Agreement 2/27/24 - 3.5% & 4.0%

- Year 1 cost \$352,328. Year 2 cost \$361,314.
- Total package cost \$719,642 or 11.24% increase.

Pine River - Backus Public School District

Five Year General Fund Budget Projection Summary

Definitions	Actual 2022-2023	Budget 2023-2024	Projected 2024-2025	% Chg	Projected 2025-2026	% Chg	Projected 2026-2027	% Chg	Projected 2027-2028	% Chg	Projected 2028-2029	% Chg
Revenue	\$12,565,270	\$13,182,979	\$12,850,087	-2.5%	\$12,794,875	-0.4%	\$12,918,189	1.0%	\$12,964,516	0.4%	\$13,001,282	0.3%
Expenditures	\$13,093,230	\$14,538,272	\$12,605,064	-13.3%	\$12,968,102	2.8%	\$13,149,082	1.4%	\$13,333,681	1.4%	\$13,521,973	1.4%
Revenue Over (Under) Expenditures	(\$527,960)	(\$1,355,292)	\$245,023		(\$173,227)		(\$230,893)		(\$369,165)		(\$520,691)	
Fund Balance	\$3,916,555	\$2,561,262	\$2,806,285		\$2,633,058		\$2,402,165		\$2,033,000		\$1,512,309	
Assigned Fund Balance	\$887,171	\$553,417	\$699,336		\$579,063		\$453,568		\$322,905		\$184,190	
Unassigned Fund Balance	\$3,029,384	\$2,007,846	\$2,106,949		\$2,053,995		\$1,948,597		\$1,710,095		\$1,328,119	
Percent Unassigned	23.1%	13.8%	16.7%		15.8%		14.8%		12.8%		9.8%	
Unassigned Target Fund Balance %	15.0%	15.0%	15.0%		15.0%		15.0%		15.0%		15.0%	
Minimum Unassigned Fund Balance	\$1,963,984	\$2,180,741	\$1,890,760		\$1,945,215		\$1,972,362		\$2,000,052		\$2,028,296	
Fund Balance Over (Under) Target	\$1,065,400	(\$172,895)	\$216,189		\$108,779		(\$23,765)		(\$289,958)		(\$700,177)	

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Total Adj Pupil Units	942	881	896	1.7%	886	-1.1%	872	-1.6%	864	-0.8%	854	-1.2%
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Per Pupil Expenditures	\$13,895	\$16,498	\$14,071	-14.7%	\$14,640	4.0%	15,086	3.0%	15,429	2.3%	15,841	2.7%

Base Assumptions:

2022-23 Actual Revenues, Expenses & Fund Balances

2023-24 Preliminary Budget Revenues & Expenses

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Proposed Changes:

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- Year 1 cost \$352,328. Year 2 cost \$361,314.
- Total package cost \$719,642 or 11.24% increase.

MASTER AGREEMENT

between

PINE RIVER-BACKUS INDEPENDENT SCHOOL DISTRICT #2174

and

PINE RIVER-BACKUS EDUCATION MINNESOTA #7210

JULY 1, 2023 – JUNE 30, 2025

TABLE OF CONTENTS

ARTICLE I – Purpose 1

ARTICLE II – Recognition of Exclusive Representative..... 1

ARTICLE III – Definitions 1

 Section 1. Teacher 1

 Section 2. School District 1

 Section 3. Full-time..... 1

 Section 4. Terms and Conditions of Employment 1

 Section 5. Other terms 1

ARTICLE IV – School District Rights..... 1

 Section 1. Inherent Managerial Rights..... 1

 Section 2. Management Responsibilities 2

 Section 3. Effect of Laws, Rules and Regulations 2

 Section 4. Reservation of Managerial Rights..... 2

ARTICLE V – Teacher Rights 2

 Section 1. Right to Views 2

 Section 2. Right to Join..... 2

 Section 3. Request for Dues Check-Off..... 2

 Section 4. Union Access to Worksites 2

 Section 5. Access to Membership Lists 2

 Section 6. Association Leave..... 3

 Section 7. Personnel Files 3

 Section 8. Professional Visitations..... 3

 Section 9. Teacher Transfers..... 3

 Section 10. Teachers on Special Assignment..... 3

ARTICLE VI – Unrequested Leave of Absence and Seniority Agreement 4

 Section 1. Purpose 4

 Section 2. Definitions 4

 Section 3. Unrequested Leave of Absence..... 5

 Section 4. Realignment 5

 Section 5. Reinstatement..... 5

 Section 6. Establishing of Seniority List..... 6

 Section 7. Filing of Licenses..... 6

 Section 8. Effect..... 6

 Section 9. Procedure 6

ARTICLE VII – Basic Schedules and Rates of Pay 7

 Section 1. 2023-24, 2024-25 Salary Schedules..... 7

 Section 2. Step of the Schedule and Lane Used..... 7

 Section 3. Outside Experience 7

 Section 4. Qualifying for Higher Salary Lanes..... 7

 Section 5. Additional Assignments..... 7

 Section 6. Additional Class Assignments 7

 Section 7. Substitute Teachers 8

 Section 8. Extended Time Pay Rate..... 8

 Section 9. Early Childhood Special Education Flex Days 8

ARTICLE VIII – Extra Compensation..... 8

 Section 1. Co-Curricular/Extra-Curricular Schedule 8

ARTICLE IX – Insurance 9

 Section 1. Selection 9

 Section 2. Insurance Coverage..... 9

 Section 3. Claims Against the School District 9

 Section 4. Duration of Insurance Contribution 9

 Section 5. Part-time Teachers 9

ARTICLE X – Leaves of Absence 9

 Section 1. Professional Leave 9

 Section 2. Child Care Leave 11

 Section 3. Sabbatical Leave 12

Section 4. Coach and Assistant Coach Leave	12
Section 5. Family and Medical Leave Act	13
ARTICLE XI – Severance Pay/403(b) Match.....	13
Section 1. Eligibility	13
Section 2. Full-time Service.....	13
Section 3. Leave Component	13
Section 4. Daily Rate of Pay	13
Section 5. Severance Pay and Payment Schedule	13
Section 6. Severance Pay Limit	13
Section 7. 403(b) Matching Program Eligibility	13
Section 8. 403(b) District Match Benefit	13
Section 9. Severance Pay and 403(b) Match Conversion	14
Section 10. Teachers Qualifying for 403(b) Match Only.....	14
Section 11. 403 (b) Match Investment Requirements	14
Section 12. Retiree Health Insurance	14
ARTICLE XII – Hours of Service.....	14
Section 1. Basic Day.....	14
Section 2. Building Hours.....	14
Section 3. Preparation Time.....	14
ARTICLE XIII – Length of School Year.....	15
Section 1. Teacher Duty Days	15
Section 2. Emergency Closing.....	15
Section 3. Exchange Teachers	15
ARTICLE XIV – Grievance Procedures.....	15
Section 1. Grievance Definition.....	15
Section 2. Representative.....	16
Section 3. Definitions and Interpretations.....	16
Section 4. Time Limitations and Waiver	16
Section 5. Adjustment of Grievance	16
Section 6. School Board Review.....	16
Section 7. Denial of Grievance	17
Section 8. Arbitration Procedures	17
Section 9. Election of Remedies and Waiver.....	18
ARTICLE XV– Duration	18
Section 1. Terms and Re-opening Negotiations.....	18
Section 2. Effect.....	18
Section 3. Finality	18
Section 4. Severability	18
Signature Page	19
2023-24 Salary Schedule.....	Schedule A
2024-25 Salary Schedule.....	Schedule B
Co-Curricular and Extra-Curricular	Schedule C
Teacher Conversion to FTE	Schedule D

ARTICLE I

Purpose

This Agreement is entered into between Independent School District #2174, Pine River-Backus, Minnesota, hereinafter referred to as the School District or District, and the Pine River-Backus Education Minnesota, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of the Agreement.

ARTICLE II

Recognition of Exclusive Representative

The District hereby recognizes the Association as the sole and exclusive representative for teachers employed by the District. The District agrees not to negotiate with or recognize any teacher organization other than the Association so long as the Association is the duly authorized exclusive representative of the teachers of this District.

ARTICLE III

Definitions

SECTION 1. TEACHER: The term, "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include the Superintendent, principals, and such other employees excluded by law.

SECTION 2. SCHOOL DISTRICT: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

SECTION 3. FULL-TIME: The term, "full-time," shall mean a regular workday as judged by the assignments of the majority of the teachers but in no event less than the normal student day. Anything less shall be considered part-time.

SECTION 4. TERMS AND CONDITIONS OF EMPLOYMENT: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District's personnel policies affecting the working conditions of teachers. In the case of teachers, the term does not mean educational policies of the District. "Terms and conditions of employment" is subject to the provisions of the PELRA.

SECTION 5. OTHER TERMS: Terms not defined in the Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

School District Rights

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

SECTION 2. MANAGEMENT RESPONSIBILITIES: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: The Association recognizes that all teachers covered by the Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The Association also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provisions of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect. All provisions of this agreement are subject to the laws of the State of Minnesota, Federal Laws, Rules and Regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal government agencies.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V

Teacher Rights

SECTION 1. RIGHT TO VIEWS: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions of, or compensation for, public employment or betterment thereof, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

SECTION 2. RIGHT TO JOIN: Teachers shall have the right to form and join labor or employee organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

SECTION 3. REQUEST FOR DUES CHECK-OFF: Teachers shall have the right to request and be allowed dues check-off for the teacher organization of their selection, provided that dues check-off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check-off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization, in nine equal installments beginning with the October payroll and ending with the June payroll. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Payroll Office within that week.

SECTION 4. UNION ACCESS TO WORKSITES: Upon prior written permission from the Superintendent, representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

SECTION 5. ACCESS TO MEMBERSHIP LISTS: The Union requests access to membership lists by October 1 of each school year. The District shall provide in electronic form to the Union, the names, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a

quarterly basis, or on request, the District shall provide the Union with a current bargaining list. Such requests shall be filled within a reasonable time frame.

SECTION 6. ASSOCIATION LEAVE: At the beginning of every school year, the Association shall be credited with six (6) days, non-accumulative, for the purpose of conducting the duties of the Association, to be used by teachers who are officers or agents of the Association. The Association agrees to notify the District at least forty-eight (48) hours prior to the date for intended use of said leave. The Association agrees to provide substitutes, using this leave at no cost to the District.

SECTION 7. PERSONNEL FILES: Pursuant to M.S. 122A.40, subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular District business hours to each individual teacher upon written request under appropriate supervision. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law. Before any material which originates after the teacher is employed by the School District is placed in the teacher's personnel file, the teacher shall be given a copy of such material and shall sign the cover letter attached to the original document to indicate the teacher has read it. The following language will appear on the cover letter attached to documents that would be put in the teacher's file: "The teacher's signature on the attached material indicates only that the teacher has read the material, not that the teacher agrees with it." If the teacher does not return the signed cover letter within five (5) business days, the District shall place the material in the personnel file.

SECTION 8. PROFESSIONAL VISITATIONS: The District and the Association agree that, upon a teacher's written request and prior written approval of the Superintendent, teachers will be allowed release time for classroom visitation and school observation. Such visitations may be used as part of the teacher's in-service professional growth program.

SECTION 9. TEACHER TRANSFERS:

Subd. 1. Transfers are defined as the reassignment of teachers to a different building and/or a reassignment of a teacher between primary and intermediate grade levels in the elementary schools.

Subd. 2. There are situations in which an involuntary transfer is in the best interest of the teachers as well as the District. The involuntary transfer procedures will be as follows:

- a. The Superintendent or designee, after consultation with the teacher's supervising principal, will send a letter to the teacher outlining the reasons for the transfer.
- b. A meeting will be held during which the teacher's supervising principal and/or the Superintendent will consult with the teacher. The teacher will have a fellow teacher present unless he/she waives that right in writing.
- c. The Superintendent will make a final decision after hearing all the facts. The District will maintain all managerial rights in its decision and the decision of transfer is not subject to the grievance procedure.

Subd. 3. In general, involuntary transfers will be decided by June 1 of each year, unless a unique, critical situation occurs. Efforts will be made to help the teacher succeed in the new position.

SECTION 10. TEACHERS ON SPECIAL ASSIGNMENT: Teachers can be classified as on special assignment based on the District's needs and the teacher's willingness to accept the special assignment. Teachers on special assignment will retain all rights and privileges as provided under this agreement and will retain current placement on the seniority roster.

Subd. 1. Dean of Students: The term "Dean of Students" shall mean a person with a teaching license, employed by the School District, and in said position to assist the Principal in their assigned duties. A Dean of Students will be afforded a thirty (30) minute duty-free lunch but will be exempt from any prep time language. This position will be a 185 day contract with compensation for each day over 182 at the employee daily rate of pay. A

person in a Dean of Students position will follow the teacher salary schedule and be afforded the same rights as an instructional teacher. A person in a Dean of Students position will also be subject to the teacher evaluation cycle. A Dean of Students may not be involved in the performance evaluation of staff.

Subd. 2. Activities Director/Youth Sports Coordinator: The term “Activities Director/Youth Sports Coordinator” shall mean a person with a teaching license, employed by the School District, and in said position to coordinate High School Activities and Elementary Youth Sports. The Activities Director/Youth Sports Coordinator shall have an extended contract with 210 duty days. Due to the need to supervise evening and weekend events, the Activities Director/Youth Sports Coordinator will be allowed to flex time.

ARTICLE VI

Unrequested Leave of Absence and Seniority Agreement

SECTION 1. PURPOSE: The purpose of this article is to implement the provisions of M.S. 122A.40. Subd. 10, which article, when adopted, shall constitute a plan for unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations or merger of classes.

SECTION 2. DEFINITIONS:

Subd. 1. Terms: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. Teacher: “Teacher” shall mean those members of the unit as defined by the PELRA and this Agreement, except the provisions of this article shall not be applicable to any bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1.

- a. The Professional Educator Licensing and Standards Board (PELSB) rules and definitions for the tiered licensure system will be used for the purposes of an Unrequested Leave of Absence (ULA).
- b. Tier 1 and 2 by definition are an employee under the teacher contract. They will be included on the seniority list as stated in Section 6 Subd. 1b in the event that they achieve Tier 3 or Tier 4 status.

Subd. 3. Qualified: “Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and has successfully had teaching experience of such subject matter within the past ten (10) years. Qualified shall also mean a current qualified teacher who receives new licensure in another subject matter or field while teaching in the district. That teacher would be qualified to teach in that new area of certification for five years.

Subd. 4. Subject Matter or Field: “Subject matter or field” shall mean teachers in the following categories:

- a. Elementary Categories: 1) teaching, grades kindergarten through six [including instructional consultants]; 2) art; 3) counselors; 4) librarians; 5) physical education; 6) foreign language.
- b. Secondary Categories: 1) art; 2) business education; 3) counselors; 4) foreign language; 5) home economics; 6) industrial arts; 7) language arts; 8) librarian; 9) mathematics; 10) physical education; 11) science; 12) social studies.
- c. K-12 Categories: 1) special education; 2) instrumental music; 3) nurse; 4) school psychologist; 5) social worker; 6) speech therapist [clinician]; 7) vocal music.

For seniority purposes, District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment.

Subd. 5. Seniority: “Seniority” means continuing contract, qualified teachers commencing with the first day of continuous service in the District and shall exclude probationary teachers, those teachers who are substituting for teachers on leaves of absence, and part-time teachers employed less than an average of twenty (20) hours per week and one hundred (100) days in a school year.

Subd. 6. School Board: “School Board” means the local governing board of the District.

SECTION 3. UNREQUESTED LEAVE OF ABSENCE:

Subd. 1. Terms: The School Board may place on unrequested leave of absence such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School Board, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

Subd. 2. Notice: Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons therefore.

Subd. 3. Placement: Teachers shall be placed on unrequested leave of absence in inverse order of seniority in the field and subject matter employed. No teacher shall be placed on unrequested leave of absence if there is any other qualified teacher with less seniority in the same field and subject matter employed.

Subd. 4. Affirmative Action Program: This provision shall not apply if it will result in any violation of the School District's affirmative action program which shall include ethnic, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event that two or more hires began employment on the same day, the following tiebreaker will be used:

1. Total years of teaching
2. Placement on a Teacher Development Improvement Plan
3. Number of graduate credits beyond a bachelor's degree
4. Results of most recent summative evaluation

Subd. 6. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for reemployment insurance if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

SECTION 4. REALIGNMENT: Nothing in this article, for purposes of placement on unrequested leave of absence or recall there from, shall require the District to reassign a senior teacher to a different subject matter category to accommodate the seniority claim of a junior teacher; nor shall it require the District to assign a senior teacher to a substantially different grade level assignment. For purposes of this section, a substantially different grade level assignment shall mean an assignment between kindergarten, grades one through six, junior high school and senior high school.

SECTION 5. REINSTATEMENT:

Subd. 1. Process: No new teacher shall be employed by the District while any qualified teacher is on unrequested leave of absence in the same field and subject matter. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave or any other available position in the District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave of absence.

Subd. 2. Notices: When placed on unrequested leave of absence, a teacher shall file his/her name and address with the District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave of absence to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on unrequested leave of absence, the District shall mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept in writing within such ten (10) day period shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date unrequested leave of absence was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

SECTION 6. ESTABLISHING OF SENIORITY LIST:

Subd. 1. Preparation: The School Board shall annually cause a seniority list (by name, date of employment, qualification, and subject matter or field) to be prepared from its records. It shall thereupon cause such list to be posted in an official place in each school building of the District.

Subd. 2. Application of Tiers: In establishing the seniority list, any hire/employee under the current teacher contract that has achieved Tier II will be placed below all Tier IV and Tier III teachers in the order of their initial date of hire as a Tiered employee by PELRA definition within the district. All Tier I hires will be placed below Tier II hires/employees under the current teacher contract in the order of their initial date of hire within the District. Any new Tier IV or Tier III hires would automatically be placed above existing Tier II employees on the established seniority list. In the event that a Tier I or Tier II employee achieves Tier III or Tier IV status, they will here-in be placed at the appropriate place on the seniority list based upon their initial date of hire in their first, continuous year of service.

Subd. 3. Request for Change: Any teacher whose name appears on such list and who may disagree with the findings of the School Board and order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the School Board.

Subd. 4. Final List: Within ten (10) days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the District and any teacher. Each year thereafter, the School Board shall cause such seniority list to be updated to reflect any addition or deletions of personnel caused by retirement, death, resignation, or the cessation of services, or new employees. Such yearly revised list shall govern the application of unrequested leave of absence until thereafter revised.

SECTION 7. FILING OF LICENSES: In any year in which a reduction of teaching staff is occurring and the District is placing teachers on unrequested leave of absence, only those licenses actually received by the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining lay off within areas of licensure for the following school year. A license filed after January 15th shall be considered for the purposes of recall but not to the current reduction.

SECTION 8. EFFECT: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

SECTION 9. PROCEDURE: Any challenge by a teacher who is proposed for unrequested leave of absence or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 122A.40 and, therefore, shall not be subject to the grievance procedure.

ARTICLE VII

Basic Schedules and Rates of Pay

SECTION 1. 2023-24, 2024-25 SALARY SCHEDULES: The wages and salaries reflected in “Schedule A,” attached hereto, shall be a part of the Agreement for the 2023-24 school year and “Schedule B” shall be a part of the Agreement for the 2024-2025 school year.

SECTION 2. STEP OF THE SCHEDULE AND LANE USED: The teacher’s educational level at the time of signing the individual employment contract and the experience to the end of the previous school year will be considered to determine the annual salary.

SECTION 3. OUTSIDE EXPERIENCE: Credit for experience in other public school systems will be automatically allowed for full-time teaching for a full nine-month term up to a maximum of five years if experience occurred within the past five years. One year of which may be in the military service. Credit beyond five years may be granted at the discretion of the district.

SECTION 4. QUALIFYING FOR HIGHER SALARY LANES: The following rules shall be applicable in qualifying for higher salary schedule lanes:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane, as determined by the School District, to the teaching assignment.

Subd. 2. Grade and Credits: Credits to be considered for lane change must be graduate credits and carry a grade equivalent of “B” or higher or a Pass in a Pass/Fail class.

Subd. 3. Prior, Written Approval: Credits to be considered for lane change must be approved by the Superintendent, in writing, prior to the registering for the course.

Subd. 4. Effective Date: Individual teaching contracts may be modified to reflect qualified lane changes providing an official transcript of qualified credits is submitted to the Superintendent’s office.

Pre-approved, advanced training earned by the teacher, with confirmation submitted to the District office by September 15, shall be retroactive to the beginning of the school year. Pre-approved lane changes based on confirmation submitted to the District office after September 15, but by January 15, shall be pro rated from the first working day following January 1. To qualify for a change, a minimum grade of “B” or a “Pass” in a “Pass/Fail” class is required for credit. A teacher’s advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds, specified in writing to the teacher. An action withholding a salary increase shall be subject to the grievance procedure.

SECTION 5. ADDITIONAL ASSIGNMENTS: Teachers shall accept assignments, which are considered by the District to be a part of the educational program during the normal school day. The District will make an effort to equalize teacher loads and these extra assignments.

SECTION 6. ADDITIONAL CLASS ASSIGNMENTS:

Subd. 1. In emergency situations only, teachers who agree, at the request of their supervising principal, to teach an extra class period in lieu of their preparation time on a particular day shall be compensated at the rate of \$25.00 per period taught or shall be granted compensatory time for each class period taught. Three hours will equal 1/2 day of compensatory time; six hours will equal one day of compensatory time. Compensatory time earned may be taken as leave, a maximum of two half-days or a maximum of one full day per school year. Compensatory time must be used and/or paid within the school year in which it is earned. Compensatory time cannot be used during in-service days, parent/teacher conferences, or the first and last five (5) student contact days of the school year. Teachers will make every effort to avoid taking compensatory time on days preceding or following holidays.

Subd. 2. Teachers who agree, at the request of the District, to teach a class in lieu of their preparation time shall be compensated at the rate of one-sixth of the teacher’s base salary in addition to his/her regular salary. The rate shall be prorated for assignments of less than a full school year.

Subd. 3. Teachers who agree and are approved by collaborative teams and building administration to tutor students in lieu of their preparation time shall be compensated at the extended rate of pay.

SECTION 7. SUBSTITUTE TEACHERS:

Subd. 1. A “long-term substitute” is defined as a teacher who substitutes for the same teacher for more than thirty (30) consecutive work days during any one school year.

Subd. 2. A long-term substitute shall be paid according to her/his proper step and lane placement as described in this article, on the appropriate salary schedule, from day thirty-one (31) and beyond. A long-term substitute who is initially contracted to substitute for more than thirty (30) days will be paid according to her/his proper step and lane placement from the first working day of the contract. A long-term substitute shall be eligible for the leave of absence provisions in ARTICLE X, but shall not be eligible for participation in any other benefits including the insurance provisions under ARTICLE IX or the severance pay provisions under ARTICLE XI. A long term substitute who is contracted to substitute teach for the same teacher for a full school year shall be eligible for participation in the insurance provisions under ARTICLE IX. Long-term substitutes working less than full-time shall be subject to all pro-ration indicated in the Agreement.

Subd. 3. A teacher who substitutes for another teacher for 30 days or less shall be considered a casual substitute teacher. Casual substitute teachers shall be compensated pursuant to School District policy and shall not be subject to any provisions of this Agreement.

SECTION 8. EXTENDED TIME PAY RATE: The teacher extended time rate of pay shall be \$25.00 per hour. Extended time payments must be approved prior to the time extended by building administrators and/or professional development leadership teams and will include attendance at IEP meetings and other administrator directed meetings outside of the contracted day, except for staff meetings.

Teachers will receive their contractual hourly rate of pay for additional instructional time with students outside of the contractual day. This will include summer school, extended school year and after school remediation/enrichment programming as determined by the administration. Time worked must have prior approval of the building administrator.

The rate of pay for Community Education classes will be set by the Community Education Department and will not be determined by this Collective Bargaining Agreement.

SECTION 9. EARLY CHILDHOOD SPECIAL EDUCATION FLEX DAYS: In the case of Early Childhood Special Education teachers, up to eight days of flex time will be allowed each year in order to perform required home visits. Flex days are days for which the teacher is already contracted, but they are scheduled outside of the regular school calendar. As a result of the work outside the school calendar, the teacher flexes (does not work) days during the regular school calendar. Flex days must be pre-approved by the building administrator and Early Childhood Special Education teachers cannot use flex days during in-service days, parent/teacher conferences, or the first and last five (5) student contact days of the school year. Early Childhood Special Education teachers will make every effort to avoid taking flex time on days preceding or following holidays. Time accumulated during required summer visits and beyond the eight days allowed for flex will be paid at the contractual hourly rate of pay and must be pre-approved by the building administrator.

ARTICLE VIII

Extra Compensation

SECTION 1. CO-CURRICULAR/EXTRA-CURRICULAR SCHEDULE: The compensation percentages reflected in “Schedule C,” attached hereto, shall be part of the Agreement.

ARTICLE IX

Insurance

SECTION 1. SELECTION: The selection of the insurance carrier and policy shall be made by the School District as provided by law. A volunteer advisory committee will meet annually with the purpose of exploring health insurance options and offerings.

SECTION 2. INSURANCE COVERAGE. Through March 31, 2024 the School District shall contribute a sum not to exceed \$645 per month for each full-time teacher to be used toward the premium of the School District's health and hospitalization insurance plan (as selected by the individual teacher) and a \$20,000 term life insurance policy. Effective April 2024 the School District shall contribute a sum not to exceed \$672 per month for each full-time teacher enrolled in a single coverage health plan and \$945 for each full-time teacher enrolled in a family plan to be used toward the premium of the School District's health and hospitalization insurance plan (as selected by the individual teacher) and a \$20,000 term life insurance policy. Said teacher must qualify for and be enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Teachers married to one another and eligible for a School District contribution toward the premium of its group health and hospitalization insurance plan may combine the School District's contributions toward one family premium if allowed by the insurance carrier. Effective April 2024, teachers married to one another who carry a family health insurance plan will both receive the family contribution.

SECTION 3. CLAIMS AGAINST THE SCHOOL DISTRICT: The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

SECTION 4. DURATION OF INSURANCE CONTRIBUTION: A teacher is eligible for School District contribution as provided in this article as long as the teacher is employed by the School District. Upon termination of employment at the end of the regularly scheduled school year, all District contribution shall cease as of the August 30th following separation from the School District.

SECTION 5. PART-TIME TEACHERS: The District will pro-rate insurance benefits to part-time teachers employed on a 50 percent basis or more.

ARTICLE X

Leaves of Absence

SECTION 1. PROFESSIONAL LEAVE:

Subd. 1. At the beginning of each school year a teacher shall be credited with twelve (12) days of professional leave, to be used as the individual chooses as long as the request meets the guidelines set forth in this article. Unused professional leave may accumulate to a maximum of one hundred twenty (120) days per teacher. All twelve (12) professional leave days must be used before banked leave days can be accessed except under certain circumstances.

- a. Teachers who experience an illness, injury, or an FMLA qualifying event that results in an absence for more than five (5) consecutive contract days will access their leave bank on the sixth consecutive day and beyond. The teacher must present a doctor's certification to invoke this clause.
- b. Teachers shall be granted up to five (5) days of bereavement for the death of a spouse, parent, spouse's parent, child, brother or sister. Teachers shall be granted up to three (3) days of bereavement for individuals not set forth above. All bereavement days will be deducted from the

teacher's banked leave. If a teacher does not have any banked leave days, the teacher may choose to have bereavement days deducted from their professional leave or be unpaid.

Subd. 2. COMPUTATION FOR TEACHER'S WORKING LESS THAN A FULL SCHOOL YEAR: Teacher's professional leave shall be prorated for teachers working less than 1.0 FTE. The proration will be calculated by dividing the part-time teacher's contracted days by 182 and multiplying that percentage by 12. Any fraction resulting shall be rounded to the closest whole number. If a teacher works part-time, those days are recorded based upon their part-time status. If, at some point, the teacher becomes full-time, banked days will be adjusted accordingly.

Subd. 3. APPLICATION: Professional leave shall be approved only upon submission of a professional leave request setting out the dates claimed for professional leave through the communicated mechanism with final approval by the Superintendent or his/her designee. Dates claimed are considered used once the date claimed has passed. Leave requests are to be made prior to the requested date but not before August 1 of each fiscal year, as directed by the district, except in the case of an emergency. In cases where professional leave is used because of a personal or family illness, the leave must be submitted prior to the teacher contracted start time. If advance notice is not possible in cases of illness or injury, the Superintendent or his/her designee shall have the discretion to approve the leave request when submitted.

Teachers may request professional leave to be used in increments of one clock hour. Actual time absent from work during a single contract day shall be rounded up to the nearest hour increment.

Subd. 4. USE OF ACCUMULATED BANKED TIME: Use of banked leave is leave with pay which shall be allowed by the School Board whenever a teacher's absence on teacher duty days is found to have been due to illness, injury, or disability which prevents the teacher's attendance at school, and the teacher has already used at least five consecutive days of professional leave. Use of this leave includes illness or disability caused or contributed by pregnancy or childbirth, and may also be used for any illness or injury of an employee's child as defined in Minnesota Statute 181.940 and 181.941. The District may require, after five consecutive days of absence, a certificate from a qualified physician stating that the teacher's absence was due to illness or disability. All applicants must complete and return the FMLA forms when appropriate. Any period of professional leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible for FMLA.

Subd 5. UNUSED LEAVE AND BANKED TIME OVER 120 DAYS: If a teacher does not use their 12 days of professional leave during the school year, the remaining leave will be added to their accumulated leave bank at the end of the school year. If the teacher's banked time at the end of the school year is in excess of 120 days, teachers shall be compensated at the substitute rate of pay for each day of leave in excess of 120. The total number of days in the bank shall not be more than 120 days going into the new school year.

Subd. 6. LIMIT: The number of teachers on pre-approved professional leave at any time shall not exceed three (3) teachers in each building, building defined as elementary or high school; or one (1) teacher at the ALC. Any teacher who crosses over those definitions will count against the building in which they spend three (3) or more classes servicing. Teachers who are taking maternity leave shall not be counted in the total; however, all teachers on maternity leave must use all professional leave before accessing leave without pay. Teachers on long term leave or staff development professional leave will not be counted in the total. The maximum number of staff who can be out for voluntary professional leave in each building shall be determined at the beginning of the school year and emailed to all staff, principals, and relevant employees at the beginning of each school year.

Subd. 7. PROHIBITIONS:

- a. Teachers will avoid taking professional leave days on these occasions:
 - During or on in-service days
 - During parent/teacher conferences
 - During the first and last five (5) student contact days

- Days preceding or following holidays
- b. Teachers shall not make request in excess of five (5) consecutive days to their immediate supervisor. On rare occasions, teachers may make a written request to the Superintendent for permission to use in excess of five days of consecutive professional leave. Final approval is subject to the Superintendent's approval. Each request shall stand on its own merit and shall not establish a past practice.
- c. Teachers shall only use five consecutive days of professional leave once within a given school year unless pre-approved by the Superintendent or his/her designee.

Subd. 8. ADDITIONAL CONSIDERATIONS:

- a. Teachers in the following circumstances will not be deducted any professional leave and will receive full pay:
 - Attending a professional development event as approved by the district.
 - Coaches/advisors missing duty time to attend the sport that they coach or advise.
 - Coaches/advisors attending a conference meeting, section meetings, subsection meeting, or any other similar meeting with approval from their direct supervisor.
 - Teachers on jury duty.
 - Any teacher absence that is mandated by the State of Minnesota, Governor of Minnesota, or Minnesota Department of Health as a direct result of a medical concern will not be deducted from professional leave but will be deducted from banked leave with documentation of employee illness.
 - Any other circumstance approved by the Superintendent or his/her designee.
- b. Should a teacher exhaust all professional and banked leave, for each day of professional leave used but not accumulated, the teacher will have a day's pay deducted from salary by the District for any subsequent absences. Any deduct time must be pre-approved by the Superintendent or his/her designee.
- c. Accumulated professional leave and banked leave will be forfeited by the teacher upon resignation, termination or discharge, unless otherwise agreed to by the teacher, the exclusive representative and the District.

SECTION 2. CHILD CARE LEAVE:

Subd. 1. A child care leave may be granted by the District, subject to the provisions of this section, to one (1) teacher-parent of a natural or adopted infant child, provided such teacher-parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least thirty (30) days before commencement of the intended leave.

Subd. 3. If the reason for child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the District in the granting of a child care leave or the duration thereof.

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

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

Subd. 6. A teacher returning from child care leave shall be reinstated in a position for which licensed and qualified unless previously discharged or placed on unrequested leave.

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

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions for the Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave during the period of absence for child care leave.

Subd. 10. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing twelve (12) weeks from the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

SECTION 3. SABBATICAL LEAVE: Upon written application, a teacher who has been employed for at least five (5) years in the District may be granted a sabbatical leave for one (1) year for the purpose of professional growth. During this sabbatical leave, the teacher shall be granted one-half of her/his normal salary for that year. A teacher receiving sabbatical must agree to return to the School District for at least two (2) years after completion of the leave or repay the salary received while on leave.

Subd. 1. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status unless previously terminated or placed on unrequested leave of absence, and shall be continued at the same position on the salary schedule as if he/she had taught in the District during such leave. She/he shall maintain tenure, insurance benefits, accumulated sick leave and all other accrued benefits provided in this Agreement.

Subd. 2. The following criteria will be considered in selecting candidates for sabbatical leave: a. the merit of the candidate's objectives as they relate to improving the instructional program; b. years of teaching experience in the District; c. previous leave; d. distribution of applicants by schools; e. evidence of acceptance of the teacher's program by the college offering it. In addition, the District will consider budget limitations and the availability of a suitable replacement before granting a sabbatical leave.

SECTION 4. COACH AND ASSISTANT COACH LEAVE:

Subd. 1. The varsity coach and assistant of any particular sport may attend tournaments in which they have participants involved.

Subd. 2. The varsity coach and assistant may be granted up to one (1) school day to attend the state tournament of the sport they are coaching. Such leave will not result in loss of pay or benefits.

Subd. 3. The varsity coach and assistant must request in writing such leave for a tournament at least forty-eight (48) hours in advance. Requests will be made to the supervising principal.

SECTION 5. FAMILY AND MEDICAL LEAVE ACT: The District will comply with the provisions of the Family and Medical Leave Act of 1993 (Public Law 103-3) US Code 29 U.S.C. sec 2601.

ARTICLE XI

Severance Pay/403(b) Match

SECTION 1. ELIGIBILITY: Full-time teachers who have completed at least fifteen (15) years of service with the School District and who are at least fifty-one (51) years of age shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board, providing the resignation is submitted to the School Board for acceptance at the earlier of February 1st of the teacher's last year of service or at least four months prior to the teacher's effective date of resignation. Failure to make timely notification shall result in forfeiture of any payments to be provided under the severance pay provisions of this article.

SECTION 2. FULL-TIME SERVICE: This article shall apply only to teachers whose service has been full-time, as defined by this Agreement.

SECTION 3. LEAVE COMPONENT: Eligible teachers, upon separation, shall be eligible to receive, as severance pay, upon their separation, the amount obtained by multiplying 50 percent of her/his unused professional leave days and banked leave times his/her daily rate of pay – subject to the limits indicated in Section 6.

SECTION 4. DAILY RATE OF PAY: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.

SECTION 5. SEVERANCE PAY AND PAYMENT SCHEDULE: Severance pay shall be paid by the School District as follows: \$10,000, less any 403(b) matching contributions paid by the District plus the amount calculated using the formula in Section 3 above less any remaining 403(b) matching contributions paid by the District and not previously applied against the \$10,000 shall be paid to the Health Care Savings Plan on behalf of the teacher in accordance with the MOU and with the monthly payroll following the teacher's last day of service. Any and all payments due an employee or former employee that remain unpaid at the time of his/her death will be paid to the recipient required by law immediately.

SECTION 6. SEVERANCE PAY LIMIT: A teacher may receive severance pay based on the above formula or \$21,000, whichever is less.

SECTION 7. 403(b) MATCHING PROGRAM ELIGIBILITY: Commencing with the 2001-02 school year, full-time teachers shall be entitled to a matching School District contribution to an approved Minnesota 403(b) pursuant to M.S. 356.24. The District shall contribute annually an amount equal to the amount contributed by the teacher, subject to the limits listed in Section 8. Teachers working less than half-time do not qualify for the matching benefit. Teachers working greater than half-time, but less than full-time will receive prorated benefit. Beginning with the 2021-22 school year the District will offer a Roth 403(b) option.

SECTION 8. 403(b) DISTRICT MATCH BENEFIT: The District's annual maximum benefit is as follows:

<u>Years of Service *</u>	<u>District Matching Annual Contribution</u>
0-5	\$300
6-10	\$550
11-20	\$800
21-+	\$1,050

* Years of service shall be for years of service at 50% f.t.e. or greater completed in the School District.

SECTION 9. SEVERANCE PAY AND 403(b) MATCH CONVERSION: Teachers hired before July 1, 1997, will continue to qualify for severance as defined in Sections 1 through 6 above. The District shall, however, subtract any amount paid to the 403(b) matching benefit program from the amount a teacher would be guaranteed under Sections 1 through 6 above. The balance of severance, if such an amount exists, shall be paid by the School District upon separation from service, pursuant to Section 5 above. In no event shall the aggregate matching benefit and/or severance be greater than \$21,000.

SECTION 10. TEACHERS QUALIFYING FOR 403(b) MATCH ONLY: Teachers hired after July 1, 1997, will not be eligible for severance pay as described in Sections 1 through 6 above.

SECTION 11. 403(b) MATCH INVESTMENT REQUIREMENTS: District and employee contributions into a 403(b) account will be limited to approved vendors in accordance with the District 403(b) Written Plan Document. A list of approved vendors will be maintained in accordance with the Written Plan Document and available in the District Office.

SECTION 12. RETIREE HEALTH INSURANCE: In addition, teachers who apply for retirement shall be eligible to remain in the existing group health and hospitalization insurance program. Teachers shall pay the premium for such coverage.

ARTICLE XII

Hours of Service

SECTION 1. BASIC DAY: The basic teacher's day shall be from 8:00 a.m. to 3:30 p.m. Teachers will be excused at the end of the student day on Friday and days before vacations. The Association agrees that teachers will stay beyond the normal day at reasonable intervals upon request of the District for workshops, departmental meetings, or similar activities.

Subd. 1. Full-time teachers shall be allotted a minimum of thirty (30) minutes of duty-free, uninterrupted lunch period daily.

Subd. 2. Any teacher being considered for less than a full time position will be assigned to any study halls that are being covered by non-certified staff.

SECTION 2. BUILDING HOURS: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board.

SECTION 3. PREPARATION TIME:

Subd. 1. Any full-time secondary teacher shall be assigned to five (5) classroom instructional periods daily and one (1) sixty-minute preparation period daily. Secondary teachers who are less than full time shall receive preparation time as specified in Schedule D.

Subd. 2. Any full-time elementary teacher shall be granted sixty (60) minutes of preparation time. The District shall make an effort to provide preparation time in usable blocks of time of at least twenty-five (25) minutes

in length insofar as practical. Elementary teachers who are less than full-time shall receive five (5) minutes of preparation time for each twenty-five (25) minutes of classroom instruction.

ARTICLE XIII

Length of the School Year

SECTION 1. TEACHER DUTY DAYS: The School District shall establish the number of school days and teacher duty days for each of the next two (2) school years, and the teacher shall perform services on these days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority, has determined to conduct school. The teacher duty days for 2023-2024 and 2024-2025 shall be 182.

SECTION 2. EMERGENCY CLOSING: In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School District shall determine, if any, after consultation with the Association. In the event school opens late and/or is closed early due to an emergency, teachers will not be compelled to make-up lost time.

SECTION 3. EXCHANGE TEACHERS: In the event that teachers are shared with another School District, the school district that employs the teacher the following will apply:

- a. The contracting school calendar will be the calendar that the teacher is required to follow.
- b. When the non-contracting District is in session or not in session on days not on the calendar of the contracting school the teacher will not be obligated to follow the non-contracting schools calendar, unless he/she so chooses.
- c. However the teacher must work the required number of teacher contracted days in the contracted school or non-contracting school.
- d. It shall be the responsibility of the teacher to make arrangements with both schools (Administration Building Principal) to insure that the contracted time is being worked (another alternate assignment) and that coverage in the non-contracting school can be arranged. In no way will the teacher be allowed to follow the contracted schools calendar and take advantage of the subbing and possible financial advantage in the non-contracting school.

ARTICLE XIV

Grievance Procedure

SECTION 1. GRIEVANCE DEFINITION:

Subd. 1. A grievance shall mean an allegation in writing by a teacher or the Association that the teacher or the Association has been injured as a result of a dispute or disagreement between the teacher or the Association and the District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. A group of teachers may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 3. The exclusive representative may file a grievance if a complaint involving ten (10) or more teachers arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. In order to pursue a group grievance, the exclusive representative must provide the names and signatures of the affected teachers no later than the third level of the grievance procedure. The exclusive representative group grievance may proceed only as to the teachers identified in the appeal to arbitration. The exclusive representative

may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Agreement.

SECTION 2. REPRESENTATIVE: The grievant, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

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

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

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

Subd. 4. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 4. TIME LIMITATION AND WAIVER: A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant, to the District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the District's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE: The District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

SECTION 6. SCHOOL BOARD REVIEW: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties

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

SECTION 7. DENIAL OF GRIEVANCE: Failure by the School Board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

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

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

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to the PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject; however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representative(s), witness(es), and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. The arbitrator shall have jurisdiction over disputes or disagreements relating to the grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the

District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. ELECTION OF REMEDIES AND WAIVER: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XV

Duration

SECTION 1. TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to the PELRA.

If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent to the other party no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

SECTION 2. EFFECT: This Agreement constitutes the full and complete Agreement between the School District and the Association. The provisions herein relating to terms and conditions of employment supersede all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

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

For Pine River-Backus Education Minnesota

For Independent School District #2174

President

School Board Chair

Chief Teacher Negotiator

School Board Clerk

Date

Chief School Board Negotiator

Date

Schedule A
2023-2024 Salary Schedule

LANE	1	2	3	4	5	6	7	8
Quarter Credits	BS+0	BS+15	BS+30	BS+45	BS+60	MA+0	MA+15	MA+30
Semester Credits	BS+0	BS+10	BS+20	BS+30	BS+40	MA+0	MA+10	MA+20
1	46,168	47,308	48,447	49,587	51,294	53,996	55,134	56,463
2	47,214	48,354	49,495	50,631	52,343	55,038	56,179	57,507
3	48,255	49,400	50,535	51,675	53,380	56,085	57,221	58,552
4	49,305	50,442	51,579	52,720	54,430	57,126	58,266	59,593
5	50,346	51,485	52,627	53,763	55,472	58,172	59,312	60,640
6	51,391	52,528	53,669	54,806	56,518	59,216	60,356	61,683
7	52,433	53,573	54,712	55,850	57,559	60,260	61,400	62,728
8	53,479	54,620	55,755	56,899	58,603	61,303	62,444	63,773
9	54,524	55,662	56,802	57,940	59,649	62,347	63,486	64,819
10	55,569	56,707	57,847	58,984	60,696	63,393	64,530	65,859
11	56,609	57,748	58,889	60,028	61,738	64,437	65,577	66,906
12	57,656	58,795	59,933	61,071	62,781	65,482	66,621	67,950
13	58,698	59,839	60,977	62,121	63,826	66,527	67,666	68,995
14	59,713	60,805	62,280	63,980	65,534	68,376	69,656	71,080
15	62,883	63,916	65,768	68,071	69,531	72,615	74,077	75,645
16	65,166	66,291	68,212	70,603	72,119	75,317	76,836	78,461
17	66,632	67,787	69,682	72,067	73,587	76,740	78,266	79,905

Schedule B
2024-2025 Salary Schedule

LANE	1	2	3	4	5	6	7	8
Quarter Credits	BS+0	BS+15	BS+30	BS+45	BS+60	MA+0	MA+15	MA+30
Semester Credits	BS+0	BS+10	BS+20	BS+30	BS+40	MA+0	MA+10	MA+20
1	48,015	49,200	50,385	51,570	53,345	56,156	57,340	58,722
2	49,102	50,288	51,475	52,656	54,437	57,240	58,426	59,807
3	50,185	51,375	52,556	53,742	55,515	58,328	59,510	60,894
4	51,278	52,459	53,642	54,829	56,607	59,411	60,597	61,977
5	52,359	53,544	54,732	55,914	57,691	60,499	61,684	63,065
6	53,446	54,629	55,816	56,999	58,779	61,585	62,770	64,150
7	54,530	55,716	56,901	58,084	59,862	62,670	63,856	65,237
8	55,619	56,805	57,986	59,175	60,947	63,755	64,941	66,323
9	56,705	57,889	59,074	60,258	62,035	64,841	66,025	67,412
10	57,792	58,975	60,161	61,343	63,123	65,928	67,111	68,493
11	58,874	60,058	61,245	62,429	64,207	67,015	68,200	69,582
12	59,962	61,147	62,330	63,514	65,292	68,102	69,286	70,668
13	61,046	62,232	63,416	64,606	66,379	69,188	70,373	71,755
14	62,102	63,237	64,771	66,539	68,155	71,111	72,442	73,923
15	65,346	66,473	68,399	70,794	72,313	75,519	77,040	78,671
16	67,772	68,942	70,940	73,427	75,004	78,330	79,910	81,600
17	69,298	70,499	72,470	74,950	76,531	79,810	81,396	83,101

Schedule C

Co-Curricular and Extra-Curricular Schedule*

Activity	Percent	Activity	Percent
<u>Baseball</u>		<u>Volleyball</u>	
Varsity	8.50	Varsity	10.75
Assistant	5.25	Assistant	8.00
Junior High	5.25	Junior High	5.25
<u>Basketball (Boys/Girls)</u>		<u>Wrestling</u>	
Varsity	11.25	Varsity	11.25
Assistant	8.25	Assistant	8.25
Junior High	5.25	Junior High	5.25
<u>Cross Country (Boys/Girls)</u>		<u>Other</u>	
Varsity	8.50	Annual	5.00
Assistant	5.25	Annual (Spring Completion)	2.50
<u>Football</u>		Band (Extra Performances)	5.50
Varsity	10.75	Chaperone Spectator Bus	\$20
Assistant	8.00	Competitive Dance Team Coach	10.75
Junior High	5.25	Drama (One Act Play)	2.50
Football Scout	3.75	Drama (3-Act Play)	5.50
<u>Softball</u>		Elem. Music Performances	1.50
Varsity	8.50	Knowledge Bowl (Senior High)	3.00
Assistant	5.25	Knowledge Bowl (Junior High)	2.00
Junior High	5.25	Pep Band	3.50
<u>Track (Boys/Girls)</u>		Musical Vocal Coach	2.75
Varsity	8.50	Pit Orchestra	2.75
Assistant	5.25	Prom Advisor	2.00
<u>Golf (Boys/Girls)</u>		Robotics Fall Season	4.00
Varsity	8.50	Robotics Winter Season	4.00
Assistant	5.25	Speech (Senior High)	10.75
		Speech (Junior High)	8.00
		Student Council	7.50
		Vocal Music	5.50
		Trap Team	4.00
		Cheer Team Fall Season	5.25
		Cheer Team Winter Season	5.25

*Salaries will be computed using the BS+0 lane on the salary schedule. The appropriate step will then be determined on the basis of years of experience directly related to the assignment within this District. Credit for experience outside this District will be granted at the discretion of the District.

The District will add .25% to a Varsity Coach/Activity Advisor with five (5) years of consecutive experience in current position.

Schedule D

Part-time secondary teacher FTE and work schedule Time recorded in minutes

Instructional Assignment *	Instructional Time	Prep Time	Other Time	Total FTE Minutes	FTE %	Duty Free Lunch	Total Work Day
5 Periods	295	60	65	420	100%	30	450
4 Periods	236	48	52	336	80%	30	366
3 Periods	177	36	39	252	60%	0	252
2 Periods	118	24	26	168	40%	0	168
1 Period	59	12	13	84	20%	0	84

Other time includes:

Before School	25
After School	15
Passing Time	25
 Total	 65

*Instructional assignments may vary in length from 2-5 minutes based on High School schedule.

A Memorandum of Understanding
Between the
PINE RIVER-BACKUS EDUCATION MINNESOTA #7210
And
PINE RIVER-BACKUS SCHOOL DISTRICT #2174

Regarding: Tax Deferral of Severance Pay

The Pine River-Backus Education Minnesota and Pine River-Backus School District #2174 hereby mutually agree to amend their collective bargaining agreement for the period of July 1, 2023 to June 30, 2025. Any teacher who is eligible to receive severance pay based upon the criteria set forth in Article X-Severance Pay/403(b) Match and who terminates teaching services will have 100% of that severance pay directed by the District to the Post Retirement Health Care Savings Plan administered by National Insurance Services and paid into the individual account for that teacher. The retiree will not receive any direct payment from the school district for severance pay. The school district contribution(s) into the retiree's Post Retirement Health Care Savings Plan account will be made according to the same timeline as was provided for the direct payment of severance pay. This plan will follow all federal, state and IRS regulations.

In witness thereof, the parties have executed the Agreement as follows:

FOR:

FOR:

Pine River-Backus Education Minnesota

Pine River-Backus School District

By: _____
Teacher Representative

By: _____
Board Chair

Dated: _____

Dated: _____

Memorandum of Understanding
Between
Pine River-Backus Education Minnesota #7210
And
Pine River-Backus School District #2174

Regarding: **Alternative Career Pathways**

Whereas, the Pine River-Backus School District #2174 and Pine River-Backus Education Minnesota #7210 have discussed the creation of an optional Alternative Career Pathway for teachers to advance through the salary schedule.

Be it understood that the Pine River-Backus School District #2174 and Pine River-Backus Education Minnesota #7210 have agreed to participate in the regional program. The parameters for the Alternative Career Pathways program are as follows.

- **Proposals**
 - Individuals or teams of teachers may submit proposals detailing a project that will provide meaningful professional growth.
 - Proposals will be reviewed and approved by the Alternative Career Pathway Committee. This committee will be comprised of five (5) teachers, one (1) education district representative and one (1) ACP Coordinator, Sourcewell.
 - The Alternative Career Pathway Committee will meet on the following dates to review project proposals:
 - October _____
 - December _____
 - February _____
 - April _____

- **Committee Decisions**
 - Decision by the Committee to approve or deny a proposal shall require a majority vote of the full Committee, which will notify applicants of its decision in writing within five (5) business days of reviewing the proposal.
 - The Committee's decision to approve or deny a program is not subject to the grievance procedure, but the Committee shall explain its reasons for denying a proposal in writing and must allow teachers to revise and re-submit their proposals at a later date.

- **Region Credit System**
 - Region credits will be earned in whole numbers. Hours from one project cannot be carried over to another.
 - 1 Credit (Approximately 30-60 hours of projected work)
 - 2 Credit (Approximately 60-80 hours of projected work)
 - 3 Credit (Approximately 90-120 hours of projected work)
 - Credits will be applied to the current salary schedule following all provisions pertaining to graduate credits as indicated in the master agreement.
 - These credits will be recognized within participating Region 5 schools for teachers who may transfer from one school to another.
 - For teachers who are at the BA 60 or MA 30 lanes, credits will be paid in the form of a \$500 stipend per earned credit at the conclusion of the project.

- **Awarding of Region Credits**
 - Awarding of ___ credits will occur after the project is complete and the employee presents his/her learning and/or findings to the Alternative Career Pathways Committee.
 - A form will be completed and submitted to the Executive Director to indicate the awarding of the credits.

- **Alternative Career Pathway Committee Meeting Schedule:**
 - October
 - Project support session for current projects requesting feedback/guidance
 - Exit presentations for completed projects
 - Review new project proposals
 - December
 - Project support session for current projects requesting feedback/guidance
 - Exit presentations for completed projects
 - Review new project proposals
 - February
 - Project support session for current projects requesting feedback/guidance
 - Exit presentations for completed projects
 - Review new project proposals
 - April
 - Project support session for current projects requesting feedback/guidance
 - Exit presentations for completed projects
 - Review new project proposals

District #2174 and Pine River-Backus Education Minnesota #7210 will review the optional Alternative Career Pathways program at the conclusion of the 2025-2026 school year.

In witness thereof, the parties have executed this agreement as follows:

For:
Pine River-Backus Education Minnesota

For:
Pine River-Backus School District

By: _____
Teacher Representative

By: _____
Board Chair

Date: _____

Date: _____

Welcome – Welcome to all candidates and guests by the Board Chair.

Interview Period – Candidates will be asked to wait in a separate room and will be invited one at a time to address the board. Candidates will be asked to tell the Board about themselves and why they are interested in serving on the Pine River-Backus School Board. Each candidate will be limited to five minutes.

Ranking – Each board member will be given a form to write down their top three candidates. Each board member must designate a first, second and third choice. Weight will be assigned to each of the rankings as follows:

- First Choice – 3 points
- Second Choice – 2 points
- Third Choice – 1 point

The form will be signed and passed to the Board Chair. The Board Chair will read each form and the rankings will be tabulated. Though the ballots will be signed to ensure the integrity of the process, the ballots will remain anonymous and it will not be announced who the ballot is from.

Resolution to appoint board member – The resolution will be approved at the April regular board meeting. The new member will begin service 30 days thereafter.