

# LSHEA MASTER AGREEMENT



July 1, 2017, through June 30, 2019

**LE SUEUR-HENDERSON ISD 2397  
115 ½ N. 5TH STREET, SUITE 200  
LE SUEUR, MINNESOTA 56058**

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## **ARTICLE I PURPOSE**

This Agreement is entered into between Independent School District No. 2397, Le Sueur, Minnesota, hereinafter referred to as the District or School District, and the Le Sueur – Henderson Education Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the [Minnesota Public Employment Labor Relations Act of 1971](#), as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers for the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the School District recognizes Le Sueur – Henderson Education Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all teachers of the School District as defined in this Agreement and in PELRA.

## **ARTICLE III DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District’s personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Teacher: The word, “teacher,” means 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 Superintendent, assistant superintendent, principals, and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, and such other employees excluded by law.

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

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

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

Section 3. Effect of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all teachers shall perform the teaching and non-teaching services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial rights and managerial functions not specifically included in this Agreement are reserved to the School District.

## **ARTICLE V TEACHER RIGHTS**

Section 1. Right to Views: Pursuant to PELRA, 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 regarding any matter related to the conditions or compensation of public employment or their betterment,

so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

Section 3. Request for Dues Checkoff: Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the Business Manager 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 and/or exclusive representative in twenty-four (24) installments, beginning with the first pay period in September.

Section 4. Fair Share Fee: In accordance with PELRA, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment and the name of each teacher to be assessed to the School District and written notice of the amount to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed, in writing, with the Commissioner of the Minnesota Bureau of Mediation Services (Commissioner), the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the teacher and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or a court. Any fair share challenge shall not be subject to the grievance procedure.



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

Section 5. Personnel Files: Pursuant to [M.S. 122A.40, Subd. 19.](#), all evaluations and files relating to individual teachers shall be available during regular School District business hours to the particular teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of his/her file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

Section 6. Use of Facilities: The LSHEA may, within the limits of district policy, use school facilities and equipment, including email, communication systems, district mailboxes, a designated LSHEA bulletin board, duplicating equipment, and all types of audio/visual equipment, when such equipment is not otherwise in use for educational purposes. Use of facilities shall be for regular business purposes and shall not be used for purposes of preparing a strike, withholding of services, picketing or bantering or for the purpose of publicly attacking the School District, its board or its agents and employees. The association shall pay for the reasonable costs associated with materials and supplies incident to such use at the same cost basis as other non-educational users, including additional custodial costs if incurred.

## **ARTICLE VI BASIC SCHEDULES AND RATES OF PAY**

### Section 1. Basic Compensation:

Subd. 1. 2017 - 2018 Rates of Pay: The salaries reflected in Schedule A1 shall be effective only for the 2017 - 2018 school year subject to the provisions of Section 2. below.

Subd. 2. 2018 - 2019 Rates of Pay: The salaries reflected in Schedule A2 shall be effective only for the 2018 - 2019 school year subject to the provisions of Section 2. below.

## Section 2. Salary Schedules:

Subd. 1. Status of Salary Schedule: The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated according to the current rate until a successor Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Agreement is fully ratified and paid retroactive to September 1st.

## Section 3. Lane Placement on Salary Schedule:

Subd. 1. Professional Growth Committee: A committee composed of the superintendent, one administrator or Board member selected by the Board, the high school principal, elementary principal, a lower elementary teacher, an upper elementary teacher, a 6-8 teacher and a 9-12 teacher, said teachers to be appointed by the Executive Board of the Exclusive Representative shall determine if credits are acceptable to move from one salary category to another. Lane change credits shall be defined as semester credits and teachers earning other than semester credits shall have them prorated on a semester credit basis. This committee may also give prior approval to credits that a teacher anticipates using for movement to a higher salary category. The guidelines established by the Committee for granting approval of credits shall be distributed to the professional staff by June 1st of each year and shall be effective for the following school year.

Subd. 2. Professional Growth Committee Appeals: Any teacher aggrieved by any decision of the Professional Growth Committee may appeal such decision to a Board of Review by giving notice to the Superintendent of the appeal within fourteen (14) days of the date of the decision of the Professional Growth Committee. The Board of Review shall hear the matter within ten (10) days of the Superintendent's receipt of such notice.

Subd. 3. The Board of Review: The Board of Review shall be composed of three (3) members designated by the Superintendent and three (3) members designated by the Executive Board of the Exclusive Representative. Should the Board of Review be unable to reach a decision on an appeal, the decision of the Professional Growth Committee shall stand as final. The Superintendent shall act as conveyor for the committee and shall set a meeting time convenient to all members of the committee.

Section 4. Experience Rating: Experienced teachers employed for the first time in the Le Sueur-Henderson school system including teachers being hired as long term substitutes, may be allowed such credit for previous teaching experience, up to full credit, as the School District in its discretion may determine.

Section 5. Career Salary Level: Once a teacher has reached the top step in his/her salary lane, he/she shall advance to the career salary level the following year. Once at the career level salary increases are subject to the negotiated settlement.

Section 6. Lane Movement: The Professional Growth Committee may certify to the Business Manager at any time the acceptability of additional credits or evidence of the completion of a degree; however, salary adjustments will be made twice yearly on September 10 and February 1 with the full amount of the increase granted for changes approved prior to September 10 and 50% of the increase being granted for changes approved between September 10 and February 1.

Section 7. Newly Hired Teachers: A newly hired teacher shall be placed on such step and lane of the salary schedule commensurate with the education and experience of the teacher. In certain circumstances of managerial discretion, the School District may offer a teacher candidate up to two steps above his/her years of experience.

Section 8. Teachers on Special Assignment (TOSA): The TOSA refers to a Teacher on Special Assignment in conjunction with our PDS partnership with MSU-Mankato. The District will notify all teachers of the opening in the TOSA position, along with the qualifications and a detailed job description, no later than May 1st. The teacher shall have the right to resign at the end of any school year.

Section 9. MSU Graduate Teaching Fellows: Graduate Teaching fellows from the MSU-Mankato hired for employment beginning the 2016-17 school year and thereafter will be credited for their year(s) of service to the district.

Section 10. Step Advancement: In order to qualify for a salary step advancement, a teacher must be employed as a teacher a minimum of one hundred twenty (120) days in the previous school year, unless he/she is on leave as provided by law, in the previous school year.

Section 11. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence. "Annual salary" shall include a teacher's basic salary and pay for additional/extended assignments for which a teacher is responsible when absent, if any.

Section 12. Travel Expenses: Teachers with teaching assignments that require travel, actual travel between school district buildings not in the same town shall be paid at a rate determined by the Internal Revenue Service (IRS).

Subd.1. Extended Travel: Bus, Railroad, or Air transportation, must be allowed for out of city travel if it is more convenient, effective and economical.

Subd.2. Reimbursement Claims: Reimbursement claims must be submitted on the District Office document by the tenth (10<sup>th</sup>) day of the following month. Claims submitted after the tenth (10<sup>th</sup>) day will not be honored.

Section 13. Substitute Teachers: The compensation and fringe benefits package for substitute teachers shall be determined according to School District policy.

Section 14. Salary Payments: Salary shall be paid in twenty-four (24) equal, installments deposited on the 15th and 30th of each month directly into the teacher's individual bank account.

## **ARTICLE VII EXTRA COMPENSATION**

Section 1. Extra-curricular Schedule: The salaries reflected in Schedules B-1 and B-2 shall be effective only for the 2017 - 2019 school years. The criterion used for assigning points to the various extracurricular activities is enumerated in Schedule D-1. Review and appeal procedures are outlined in Schedule D-2.

Section 2. Curriculum Writing: Teachers participating in curriculum development activities outside of the contracted workday, including but not limited to curriculum writing, shall be paid on an hourly basis of \$30 per hour. These curriculum development activities will be proposed in advance and pre-approved by the appropriate building administrator.

Section 3. Substitution: A teacher who agrees to substitute for a colleague by assuming supervision of a class period (or its equivalent in the elementary schools) and thereby misses his/her prep-period, shall receive extra compensation at the hourly rate of \$30. All substitutions will be approved in advance of said substitution by the building administrator or that administrator's designee.

Section 4. Teacher In-Service Orientation Days: Newly hired teachers to the School District will be compensated for and required to participate in 2 in-service orientation days at the beginning of the school year.

Section 5. Activity Pass: All teachers will receive an activity pass annually for that teacher and one guest.

## **ARTICLE VIII 403(b) MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility/Notice of Participation: Pursuant to the provisions of [M.S. 123B.02, Subd. 15](#), and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each teacher who has complied with the following conditions:

- A) The teacher has authorized a contribution to a 403(b) annuity matching contribution plan to be paid by payroll deduction.
- B) The teacher has notified the School District by June 15 of his/her intention to participate in this 403(b) annuity matching contribution plan and the amount of his/her contribution. Such participation shall continue from year to year at the

specified amount unless the teacher notifies the School District to the contrary.

- C) As of July 1, 2006, the District will not add new companies to its existing list of 403(B) providers unless a minimum of three (3) teachers contract with the new company. Companies will be dropped from the provider list only when no teachers contract with those companies.

Subd. 1. Part-time Teachers: Eligible part-time teachers shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Section 2. Amount of School District Contribution:

- A. For eligible teachers hired prior to October 1, 2009: The annual School District matching contribution shall not exceed the amounts listed below nor shall the annual maximum School District matching contribution exceed the amount specified by statute. The District matching contribution amount shall be made at the same time as the individual contribution by the teacher; the School District's maximum lifetime matching contribution to the matching contribution plan is \$35,000 for each qualified teacher. The School District match will be in installments equal to the teacher's contributions, September through June, pursuant to the contribution matching chart below:

<b>Year in District</b>	<b>2017-18 District Matching Contribution</b>	<b>Beginning in 2018-19 District Contribution</b>
9 – 13	\$ 811	\$ 1,000
14 – 18	\$1,082	\$1,200
19 and above	\$1,352	\$1,500

- B. For eligible teachers hired on or after October 1, 2009: The annual School District matching contribution shall not exceed the amounts listed below nor shall the annual maximum School District contribution exceed the amount specified by statute. The School District's maximum lifetime contribution to the 403(b) plan is \$40,000 for each qualified teacher. The School District match will be in 10 equal installments, September through June, or will match the teacher contribution, whichever is less.

<b>Year in District</b>	<b>2017-18 District Matching Contribution</b>	<b>Beginning in 2018-19 District Matching Contribution</b>
0 – 3	\$ 405	\$ 600
4 – 8	\$ 812	\$1,000
9 – 13	\$1,217	\$1,400
14 – 18	\$1,623	\$1,800
19 and above	\$2,028	\$2,200

Section 3. Coordination with Severance Pay: The amount of severance pay under ARTICLE X, to which a teacher would be entitled at the time of the teacher's retirement, shall be reduced each year by \$1000 or the amount of the district matching contribution, whichever is higher, beginning with the 2002-03 school year. The severance pay provision in the Master Agreement shall end (sunset) after the 2018-19 school year.

Section 4. Payment: The teacher's contribution shall be made by payroll deduction.

Section 5. Unpaid Leave: A teacher on unpaid leave may not participate in the provisions of this article.

Section 6. Lifetime Limitation: The maximum lifetime School District contribution to any teacher pursuant to this article shall be consistent with Section 2 A. or 2 B. of this article, and, upon reaching this maximum, the teacher shall no longer be eligible for School District contributions.

Section 7. Deduction for Severance Pay: In the event a teacher is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment at the time of the teacher's retirement.

Section 8. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law.

Section 9. 403(b) Auto Enrollment:

All Teachers hired after January 1, 2018 will be automatically enrolled in a voluntary 403(b) plan. 1/24th of eligible matching contributions as outlined in Section 2 of this article will be deducted from each paycheck and contributed into a Target Date Fund (TDF) as the default investment managed by Educators Benefits Consultants LLS (EBC). EBC will be the responsible Fiduciary of the default investments. A teacher can opt out of the plan within 90 days and withdrawals will be returned to the school and added back into the teacher's paycheck. Teachers may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.

## **ARTICLE IX GROUP INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 1 Insurance Committee: The Exclusive Representative shall designate five members made up of two representatives from the elementary school, two representatives from the secondary school and a designated school board member

to meet with the Superintendent's designated representative to determine and evaluate and agree upon insurance policies and plans. The representatives shall be empowered to make recommendations to the exclusive representative, subject to [M.S. 471.6161, Subd. 5.](#)

Subd. 2. Continuity of Coverage: In the event recommendations of the Insurance Committee fail passage by the Exclusive Representative among its members OR in the event of failure of the Exclusive Representative and the School District to reach agreement with regard to the recommended providers or plans, the existing group insurance programs shall be continued.

Subd. 3. Timing of Deliberations on Recommendations: The School Board or its representative(s) and the Exclusive Representative's insurance committee shall attempt to reach agreement with reference to group policies of insurance and the School Board on or before May 1 of each year. Any teacher on a leave of absence shall be entitled to participate in any insurance policy of the School District so long as the teacher pays the cost of the premiums, unless the cost is otherwise provided for in this Master Agreement.

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree no teacher shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 3. Health and Hospitalization Insurance – Single Coverage: The School District shall contribute a sum not to exceed \$6700 per year toward the premium for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in single coverage 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. A teacher married to another teacher, both employed by the School District (each currently assigned in excess of .5 FTE) would be eligible for \$13,400 toward their elected insurance coverage.

Section 4. Health and Hospitalization Insurance – Family Coverage: The School District shall contribute a sum not to exceed \$10,800 per year toward the premium for family coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in family coverage 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.

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and

no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contributions: A teacher is eligible for School District contributions as provided in this article as long as the teacher is employed by the School District, is on paid status, and is enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease except that a teacher who has completed the school year shall be eligible for contributions through the month of August.

Section 7. Eligibility: Teachers who are employed as teachers full-time as defined by the Affordable Care Act (ACA) shall be eligible for full benefits provided in this article. Eligibility is also subject to any limitations contained in the contract between the insurance carrier and the School District. In the event the ACA is repealed, the language in this section shall no longer be valid and shall be replaced by the language in "Section 7.1" below.

Section 7.1. Eligibility: Full benefits provided in this article are designed for teachers who are employed as teachers an average of at least thirty-seven and one-half (37.5) hours per week. Teachers who are employed as teachers an average of at least twenty (20) hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 8. Income Protection: The school district shall provide and pay the full cost of providing a program of income protection for all teachers through disability insurance under which all teachers may be included and which will compensate those persons covered thereby in the amount of two-thirds of the covered person's monthly salary, calculated on a 12-month basis, or \$2,500 per month, whichever is less, effective after thirty (30) days disability and payable to age seventy (70). After the thirty (30) day waiting period the teacher shall have the option of continuing to use sick leave or utilizing the disability benefits.

Section 9. Life Insurance: The School District shall pay in full the cost of a \$50,000.00 term life insurance policy for all full-time teachers in the District who desire such coverage.

## **ARTICLE X RETIREMENT/SEVERANCE PAY**

Section 1. Eligibility: Teachers who have completed at least 15 years of service with the School District and who are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation from employment by the School District. Resignation shall not include transfers of employment within the School District, placement on unrequested leave or any other leave. To aid the School District with budgeting and planning, teachers are encouraged to give notice of intent to retire to the superintendent on or before February 1 in the year they plan to retire.



Section 2. Retirement/Severance Pay Payments:

- 1) The basic retirement/severance pay amount shall be determined calculating the full-time equivalent years of service to the school district to the year of retirement.
  - a. Fifteen Years of Service \$20,000
  - b. Twenty Years of Service \$25,000
  - c. Twenty-five Years of Service \$35,000
  - d. Thirty Years of Service \$40,000
- 2) Beginning with the 2002-03 school year the amount of available severance pay shall be reduced each year by \$1000 or the amount of the district 403(b) matching contribution, whichever is greater. This severance pay article will end (sunset) following the 2018-19 school year.
- 3) The District will contribute an amount equal to the value of the teacher's severance pay directly into the 403(b) account designated by the retiree. Such contribution shall be made no later than October 1 in the year of retirement. The retiree will not receive any direct payment from the school district for severance pay.

Should the severance pay amount available for contribution to the 403(b) in any year exceed the annual limits established by the Internal Revenue Service (IRS), then the balance of the severance payment over and above the said annual limit shall be retained and forwarded to the 403(b) account by January 10 of the following calendar year. To help determine contribution limits, the District will provide the teacher with past contribution information, if requested. The teacher will consult with the 403(b) vendor to determine the maximum limits, if any, and report such to the District Office by September 1 of the year of retirement.

- 4) Such retirement/severance pay shall be excluded from any retirement deductions and from any calculations of any other retirement benefits.

Section 3. Misc.: Teachers terminated for cause under Minnesota Statute shall not be eligible for severance pay.

Section 4. Retiree Health Insurance Coverage

Section 4A – Insurance for Retirees after July 1, 2001: Any teacher who was hired before October 1, 2009, and who retired after July 1, 2001 shall be entitled to participate in any insurance policy of the School District. The teacher shall have his/her choice of either single or dependent coverage and may modify his/her choice by July 1 of each year. The District shall pay the full cost of insurance premiums until they have expended a district contribution cap of \$50,000 or until the teacher becomes eligible for Medicare, whichever comes first.

If a teacher desires to continue insurance coverage after the time periods specified above, he/she shall pay the cost of any insurance premiums. In the event of the death of said retired teacher, said teacher's spouse shall be entitled to participate in

any insurance policy of the school district, under which said retired teacher was covered, pursuant to Minnesota or Federal Statute.

Section 4B – Insurance for Retirees Hired On or After October 1, 2009: Teachers hired on or after October 1, 2009, shall not be eligible for benefits provided under Sections 4 A. or B. They will, however, be eligible for the District contribution match to their 403(b) plans according to provisions in ARTICLE VIII, 403(B) Matching Contribution Plan, Section 2. B.

## **ARTICLE XI LEAVES OF ABSENCE**

### Section 1. Sick Leave:

Subd. 1. Earning: A full-time teacher shall earn 120 hours per 1.0 FTE of sick leave in years 1 and 2. Thereafter, a full-time teacher shall earn 96 hours per 1.0 FTE of sick leave each year of employment as a teacher by the School District. Annual sick leave shall accrue on July 1st, notwithstanding the maximum accumulation provided in Subd. 2 below. Teachers who separate from employment to the School District prior to June 30, will be deducted any hours used in excess of bank on a proportionate basis to the date of teacher's separation.

Sick leave shall be accumulated during summer employment by teachers employed in summer positions at the rate of on half day (.5) or 4 hours for every ten (10) days or 80 hours teaching or related duty days of employment. Said leave shall be in addition to any sick leave accumulated during the normal school year.

Subd. 2. Accumulation: A teacher's sick leave bank shall be calculated on June 30th. Unused sick leave days may accumulate to a maximum of 960 hours of sick leave per 1.0 FTE teacher.

Subd. 3. Use: Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to [M.S. 181.9413](#), a teacher may use his/her accumulated sick leave and the School Board limits use as permissible.

Subd. 4. Medical Certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as

to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required, the teacher will be so advised.

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

Section 2. Personal Leave: Personal leave of up to sixteen (16) hours per school year may be granted to any teacher who makes such a request with said hours to be deducted from that teacher's accumulated sick leave. If the hours missed are hours such as an emergency closing and no school is held, said hours shall not be charged against the teacher's personal leave. The use of said personal leave shall be at the discretion of the teacher.

An additional eight (8) hours of personal leave shall be granted to each teacher for use during the year following a year in which he or she used fewer than sixteen (16) hours of sick time. Sick Time for this purpose will not include sick time hours subtracted for the use of personal leave.

If the teacher does not use the additional personal hours added for using sixteen (16) or fewer sick hours in the previous year, they may elect to be compensated by the district at a rate of \$100 for the bonus eight (8) hours of personal time. This payment will be in the June 15<sup>th</sup> paycheck.

A teacher will have any unused personal hours placed into a "Personal Time Bank" at the end of the school year. This bank will be capped at 16 hours. Any hours used from the "Personal Time Bank" must be used in a minimum of 4-hour increments.

Additional personal leave may be granted by the superintendent. Requests for additional personal leave shall be submitted in writing. If the additional leave is for the purpose of vacation then the teacher must give up one day of pay for each day granted and the school district will pay the cost of the substitute. However, if the day missed is a teacher work day or when the teacher is assigned to work individually and the teacher performs the duties of that day there shall be no loss of compensation for that day. If the day missed is a day such as an emergency closing and no school is held, there shall be no loss of compensation for that day nor shall the day be charged against the teacher's personal leave.

If the additional personal leave is for reasons other than vacation then the teacher may be required to pay the cost of the substitute and the teacher will not lose any pay for the additional days granted other than the substitute cost if required. Should the teacher find replacement among the staff, he/she shall not be required to pay the cost of a substitute.

Any teacher availing him/herself of personal leave should notify his/her building principal at least 24 hours prior to taking said leave. The superintendent may waive the 24 hour rule in emergencies. A maximum of six (6) teachers in the School District will be granted personal leave for the same day. On any given day, a maximum of four (4) teachers from the elementary (School Readiness-5) or (6-12) will be granted leave for the same day.

Section 3. Workers' Compensation: Pursuant to [M.S. Chapter 176](#), a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4. Emergency and Bereavement Leave:

Subd. 1. Use: A full-time teacher may be granted an emergency leave or bereavement leave with the written approval of the Superintendent totaling no more than five (5) days per year, non-accumulative for any situation that arises requiring the teacher's emergency attention which cannot be attended to when school is not in session and which is not covered under other provisions of this Agreement. Emergency and bereavement leave granted under this provision shall be deducted from that teacher's sick leave.

Pursuant to this section, bereavement leave may be allowed for death of an immediate family member. "Immediate family" is defined as the teacher's spouse, child, parent, in-law parent, brother, sister, in-law brother, in-law sister, grandchild or other relative who lived in the same household as the teacher. Bereavement leave of up to one (1) day per school year, non-accumulative, shall be granted for funerals of friends and other persons not mentioned above. In extenuating circumstances, the Superintendent may exercise discretion in granting additional bereavement leave.

Subd. 2. Requests: Requests for emergency leave must be made, in writing, to the Superintendent at least three (3) days in advance or as soon as practical, unless the Superintendent determines that such advance notice was not possible. The request shall state the reason for the proposed leave. The Superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, he/she determines that such leave should not be granted.

Section 5. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School Board, 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. Request: A teacher making application for child care leave shall inform the Superintendent, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A teacher will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year – i.e., winter vacation, spring vacation, semester 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 School Board in the granting of a child care leave or its duration.

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

- (1.) grant any leave for more than twelve (12) months in duration;
- (2.) permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Reinstatement: A teacher returning from child care leave shall be reinstated in a position for which he/she is licensed and qualified unless previously discharged or placed on unrequested leave of absence.

Subd. 7. Failure to Return: Failure of the teacher to return by the date determined under this section shall constitute grounds for termination unless the School Board and the teacher mutually agree, in writing, to an extension in the leave.

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

## Section 6. General Leave of Absence:

Subd. 1. Application: Teachers with a minimum of three (3) years of teaching experience in the School District may apply, in writing, to the Superintendent for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School Board.

Subd. 2. Purpose: Such leave may be granted by the School Board for overseas teaching, participation in the Peace Corps, Vista, and/or the National Teacher Corps, extended illness of the teacher, extended illness in the teacher's immediate family as defined in Section 3. above, civic activities, alternative occupational experiences, teacher organization activity, service in public office, or other reasons deemed appropriate by the School Board.

Subd. 3. Notification: A teacher on such leave shall notify the Superintendent, in writing, no later than April 1<sup>st</sup> of the final leave year of the teacher's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School Board. The School Board may also, at its sole discretion, waive the April 1<sup>st</sup> notice date if the School Board determines special circumstances are involved. A teacher who fails to notify the Superintendent as required may be subject to discipline.

Section 7. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 8. Jury Service: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave: Pursuant to [M.S. 122A.40, Subd. 12.](#), teachers shall have a right to a leave of absence for health reasons.

Section 11. Exclusive Representative Leave: Each school year, the Exclusive Representative shall be given 8 days leave to be used by the officers or Exclusive Representative appointed individuals for the purpose of conducting LSHEA duties including contract negotiations. Individuals making use of such leave time shall notify their building administrator before taking such leave and preferably 48 hours in advance of time away from the classroom. In the event that less than a complete day is used, the Exclusive Representative will only be charged with only time used. In the event that a substitute teacher is required, the Exclusive Representative will pay substitute costs. Insofar as possible, the exclusive representative will schedule meetings and conduct its business outside of the basic day as defined in Article XIII Hours of Service.

Section 12. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the teacher is on paid leave from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the teacher must pay the entire premium to the School District for any insurance retained.

Section 13. Credit: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Section 14. Eligibility: Full leave benefits provided in this article shall apply only to teachers who are employed as teachers an average of at least thirty-seven and one-half (37.5) hours per week. Teachers who are employed as teachers an average of at least twenty (20) hours per week shall be eligible for partial benefits proportional to the extent of their employment.

Section 15. Approval of Leaves: All leaves may be approved only upon the teacher's electronic submission of leave time through the District designated online electronic submission tool.

## **ARTICLE XII PROFESSIONAL DEVELOPMENT**

Section 1. Professional Development Opportunities: Teachers and Teacher Coaches are encouraged to pursue professional development opportunities, such as workshops, conventions, conferences and other such meetings. Request to attend these professional development opportunities shall be made of the building administrator and granted subject to suitability, availability of budgeted funds, and/or substitute teachers or classroom supervision coverage. Professional Development shall be budgeted for by the School Board for use by teachers assigned these opportunities. Teacher Head Coaches and/or Activity Advisors may also participate in these activities, subject to fund availability, where germane to his/her assignment, sport or activity.

Section 2. Reimbursement: The School District shall pay for all reimbursable expenses incurred during the professional leave, if the School District requested the teacher to attend the meeting. Once approved, School District policy will dictate the reimbursable expenses of attending said conference.

Section 3. Out of District: Teachers approved for such professional development will not be deducted sick leave, personal leave or any other personally accrued leaves of absence.

## **ARTICLE XIII HOURS OF SERVICE**

Section 1. Basic Day: The teacher's basic day, inclusive of duty-free lunch, shall be eight continuous (8) hours. The time of the Basic Day will be defined by the School District by August 1st.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the School District. The specific hours for each building will be designated by the School District by August 1st.

Section 3. Preparation Time and Regular Student Contact Assignment:

Subd. 1. Teaching Load Grades 6-8 and 9-12: All 6-8 and 9-12 teachers shall have a maximum of five (5) class periods per semester, a maximum of one (1) supervision/professional development period, and a minimum of one (1) period of unassigned preparation time each day equal to the length of the class period.

a) Advisor/Advisee Period: Teachers may be assigned an advisor/advisee period for RAMP UP in addition to their supervision period that is not considered separate preparation.

b) Schedule Overload: If a teacher agrees to teach an additional section, the teacher will be compensated at a rate of .0835 of their salary per semester, not including any extracurricular compensation for each section above the normal full time load of five (5) periods. The sixth (6th) class shall be in lieu of a supervision period if the teacher is a full-time teacher. The following criteria shall apply, in order, when considering a sixth (6th) class:

i. The School District shall not assign a teacher a sixth (6th) class if such assignment would result in another teacher licensed to teach that class being reduced in teaching time to less than the maximum provided in this Article & Section unless the teacher voluntarily consents to such reduction.

ii. The School District shall not assign a sixth (6th) class to a teacher if there is a part-time teacher who is licensed to teach that class and wishes to teach the class.

iii. In the event that the School District determines that a sixth (6th) class is necessary, that sixth (6th) class opportunity shall be posted with interviews conducted to determine which candidate is most qualified to teach the sixth class.

c) Additional Preparation Time: If a teacher has five (5) classes with different preparations each day, s/he will be entitled to two (2) periods of unassigned preparation time. A class with different preparation is one in which either one or both of the following occur: (1) a class with a different class title or (2) a class that requires the use of significantly different instructional materials than are used in the teacher's other class assignments and meets in different class periods. For this section a period describes a block of time of approximately fifty (50) minutes in length. A change in the length of a period or the number of periods in a day can be made only after the principal has met with teacher representatives as appointed by the LSHEA to discuss the rationale of the



proposed changes. Should any teacher voluntarily agree to exceed any of the above stated limitations such agreement shall be with the consent of the teacher and shall not be construed as setting a precedent for future considerations.

Subd. 2. Teaching Load Elementary School: In the elementary school in grades School Readiness through 3, inclusive, the School District will limit, insofar as possible, the number of students per classroom to 25 or less and in grades 4 through 5, inclusive, the School District will limit, insofar as possible, the number of students per classroom to 30 or less, provided, however, that an additional number of students not to exceed 5 may be assigned to each teacher so that it will not be necessary to engage a new teacher and establish a new class for less than 20 students.

In the event of division into ability groups the School District will limit, insofar as possible, the number of students in the low ability group to 20 or less. In other ability groupings, the School District will limit, insofar as possible, the number of students per group in grades School Readiness through 3 to 20 or less and in grades 4 through 5 to 25 or less provided, however, that an additional number of students, not to exceed 5, may be assigned so that it will not be necessary to engage a new teacher and establish a new ability group for less than 20 students.

Subd. 3. Teaching Assignments: All teachers shall be given written notice of their assignment for the forthcoming year no later than July 1. Teaching schedules will be released no later than August 1st, unless extenuating circumstances give cause for an extension. Extenuating circumstances may include unanticipated or late teacher separation from the district, retirement or other unforeseen administrative changes.

Subd. 4 Preparation in Elementary and Special Areas: It is the intention where practical that elementary teachers and specialists will be provided with one block (approximately 55 minutes) of unassigned, uninterrupted preparation time during the child's class day which shall include preparation time and all time in which their classes are receiving instruction from various teaching specialists. All elementary teachers and specialists shall receive the equivalent of 300 minutes of unassigned preparation time per week but not necessarily allocated equally among the days, but each teacher shall receive not less than 27 minutes of unassigned, uninterrupted preparation time daily. All daily preparation time shall be in one continuous block. In order to provide for individual needs, any teacher, by mutual agreement with the building principal, may have the 300 minutes allocated differently from the above.

Subd. 5. Other Responsibilities: During the remaining hours of the teacher's basic day when the teacher is not assigned regular classroom instructional time as described in Subd. 1. above, the teacher will be available for assigned student supervision; individual help for students; parent conferences; staff, department, or curriculum meetings; or other related tasks as assigned by the School District.

## **ARTICLE XIV VACANCIES & INVOLUNTARY TRANSFERS**

Section 1. Vacancies: When a teaching or co-curricular position becomes available for assignment, the District shall post notice of the position for a minimum of ten business days, except in cases of emergency or immediate need. All postings shall be made to the District website and sent via email to the Exclusive Representative and all licensed staff on the day that the vacancy is first posted. The District shall also post the position to at least one statewide, online teacher job posting site. The available position may not be filled during the posting period except in cases of emergency or immediate need, in which case the 10 day posting period may be amended, but at no time can the posting period be fewer than 3 business days.

Subd. 1. Dates: Each vacancy posting shall indicate the date of said notice as well as the expiration date of the posting.

Subd. 2. Application: Teachers who possess a valid license to teach in the subject matter or grade level may make written application for transfer, assignment or reassignment prior to the expiration date of the notice

Subd. 3. Qualified Internal Applicants: District teachers meeting the qualifications of Subd. 2 of this Article are guaranteed at least one interview for the vacancy.

### Section 2. Involuntary Transfers

Subd.1. Definition: An involuntary transfer is the movement of a teacher from one school building to a position in another school building. An involuntary transfer shall not be used as a punitive measure against a teacher. Involuntary transfers may be made to meet district staffing needs, which may include but are not limited to enrollment changes, reduction of force, program changes, restructuring, realignment, shared leadership, communication, professional development, school climate, academic rigor and student achievement.

Subd. 2. Selection for Transfer: A teacher may only be involuntarily transferred to a position for which he or she has a current valid license (other than a limited or provisional license) to teach in such grade or subject matter.

Subd. 3. Notice of Transfer: A teacher subject to an involuntary transfer shall be notified of such transfer as early as possible. Each teacher subject to involuntary transfer shall be notified in writing of their placement.

**ARTICLE XV**  
**LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: The School Board shall establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school years for 2017 - 2018 and 2018 - 2019 shall consist of 185 duty days including a minimum of 5 teacher workdays.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. Calendar Modifications: In the event of energy shortage, severe weather, or other exigency, the School Board reserves the right to modify the school calendar, and – if school is closed on a normal duty day(s) – the teacher shall perform duties on such other day(s) as the School Board shall determine.

Subd. 2. Other Modifications: In the event of energy shortage, severe weather, or other exigency, the School Board may modify the duty day or duty week with the understanding that the total number of hours shall not be increased i.e., a four (4)-day week with increased hours per day but the total weekly hours shall not exceed those of a regular five (5)-day week.

Subd. 3. School Closing: Teachers will not be required to report on days when schools are closed pursuant to Subd. 1 herein.

First (1<sup>st</sup>) and Second (2<sup>nd</sup>) School Closings: The first (1<sup>st</sup>) and second (2<sup>nd</sup>) student days of a school year lost will be made up as personal professional development days. Documentation will be provided to the building administrators within five (5) days of returning to school.

Additional School Closings: Any school closings in excess of two shall be rescheduled as either student or teacher work days at the end of the school year, as determined by the School Board.

Section 3. Meet and Confer: Prior to adjusting the calendar, duty day, or duty week in Section 2. above, the School District shall afford the exclusive representative the opportunity to meet and confer on such matters.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

### Section 1. Definitions:

Subd. 1. Grievance: The word, "grievance," shall mean a written allegation by a teacher that he/she has been injured as a result of a dispute or disagreement between the teacher and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Grievant(s): The word, "grievant(s)," shall mean an individual teacher, a group of teachers, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

Subd. 3. Group of Teachers: A group of fewer than ten (10) 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 teachers in the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 4. Exclusive Representative Grievance: 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 teachers in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names and signatures of the affected teachers no later than the third (3<sup>rd</sup>) level of the grievance procedure. The exclusive representative 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 noted in this Agreement.

Subd. 5. Days: Any reference to the word, "days," regarding time periods in this procedure, shall refer to working days. The term, "working day," is defined as all weekdays not designated as holidays by state law.

Section 2. Representation: The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

### Section 3. Interpretations:

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

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 3. Filing and Postmark: The filing or service of any notice or document required by this Agreement 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 to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty-eight (28) 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 of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within fourteen (14) 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 seven (7) 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, within fourteen (14) days, set a time to meet regarding the grievance after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a written decision 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 seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance no later than the next regularly scheduled board meeting fourteen (14) or more days after receiving the appeal but within twenty-one (21) days after receipt of the appeal. Within fourteen (14) days after hearing the grievance, the School Board shall issue

its written decision 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. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the grievant(s), and such request must be filed in the office of the Superintendent within fourteen (14) days following the decision in Level III above.

Subd. 2. Prior Procedure Required: 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. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within fourteen (14) 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 to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty-one (21) days after the 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 in this article shall constitute a waiver of the grievance.

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

Subd. 5. Decision: 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 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. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the 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. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to 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 contained in this 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 in this article; 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 School 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 School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. 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 in this Agreement, the teacher(s) 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 XVII TEACHER EVALUATION AND SUPERVISION**

Section 1. Probationary Teachers: Probationary and other teachers shall be evaluated at least three times during each school year for the first three years or until receiving continuing contract status in the School District.

Section 2. Tenured Teachers: All remaining teachers shall be evaluated on an in-depth basis on a schedule which includes 1/3 of the teachers in each year of a three-year period. The faculty members to participate in that process shall be scheduled for each of the three years by the building principal and the schedule shall be printed and provided to all teachers at the beginning of each school year.

Section 3. Purpose: The purpose of staff supervision and evaluation will be to improve instruction and expertise. The most current methods of classroom observation and review will be incorporated into the process and all teachers will be informed each school year as to the procedures involved.

Section 4. Reports: When an evaluation report is placed in a teacher's file the teacher will be provided with a copy. The teacher may attach to the file copy of the report any facts or observations pertinent to the contents of the report. Any other material relative to the performance of duties that is placed in a teacher's file must be made known to the teacher. The teacher will have the right to attach to the file copy facts or observations pertinent to the contents of the material.

Section 5. Teacher Requests: Teachers may request additional conferences or assistance at their own discretion.

Section 6. Termination for Deficiencies: Evaluation procedures and termination procedures shall be separate and distinct from each other. If, after evaluation, the School District proposes to consider terminating a teacher for ongoing deficiencies, said proposal shall only occur after the teacher has been placed on, and failed to satisfactorily complete a teacher improvement plan as provided for in the teacher development & evaluation plan.

Section 7. Teacher Improvement Plan: At the time of being placed on a teacher improvement plan, the School District will issue notice to the teacher of Article XIX, Section 3, Subd. 3 (1) contained herein.

## **ARTICLE XVIII PROGRESSIVE DISCIPLINE**

Section 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District



reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the teacher and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of [M.S. 122A.40, Subd. 19](#). A teacher shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by [M.S. 122A.40](#), and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2. above, the teacher shall be afforded an opportunity to meet with the Superintendent or his/her designee, and the teacher may elect to have a representative in attendance at any such meeting.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and the length of the suspension were appropriate considering the circumstances surrounding the action.

Section 5. Removal from Duty – Investigation: This article shall not apply to a teacher who is removed from duty on paid suspension pending investigation of allegations or to a teacher charged with a felony who is removed from duty on unpaid suspension pursuant to [M.S. 122A.40, Subd. 13](#).

## **ARTICLE XIX UNREQUESTED LEAVE OF ABSENCE (ULA) 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 the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

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

Subd. 2. 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 in such subject matter or field within the past five (5) years.

Subd. 3. Seniority: “Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the School District. For seniority purposes, teachers employed as District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment as determined by the School District.

Subd. 4. Continuing Contract Teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 licensed, Tier 2 licensed or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

Subd. 5. Days: Any reference to the word, “days,” regarding time periods in this article, shall refer to business days. The term, “business day,” is defined as all weekdays not designated as holidays by state law.

Section 3. ULA:

Subd. 1. Terms: The School Board may place on ULA 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 Superintendent 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 upon by the teacher and the School Board.

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

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exception:

- 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a “Teacher Improvement Plan” as provided for in the “Teacher Evaluation and Peer Review Process” required in [M.S. 122A.40, Subd. 8.](#)

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District’s affirmative action program which shall include ethnicity, 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 such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the School District based on criteria including performance, training, experience, skills in special assignments, special or advanced certifications obtained in the teacher’s field and subject matter employed, and other relevant factors.

Subd. 6. Additional Assignments: If reduction in number of teachers based on seniority would result in the discontinuance of any curricular or extra- or co-curricular program, the School District may at its discretion determine the teacher employed in such program may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the School District.

Subd. 7. 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 for such compensation under that law, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the School District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in “Section 2.” above, to accommodate the seniority claims of a junior teacher.

Section 5. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject

matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

#### Section 6. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the School 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 ULA.

Subd. 2. Notices: When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the School District personnel office. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible 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 School District if any notice has been mailed as provided in this Article.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified teacher on ULA, the School 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 the 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 ULA was commenced, and no further rights to reinstatement shall exist.

#### Section 7. Establishment 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 by February 1st. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School District.

Subd. 2. Request for Change: Any teacher whose name appears on such list and who may disagree with the 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 Superintendent.

Subd. 3. Final List: Within ten (10) days thereafter, the School 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 District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher.

Section 8. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses actually received in 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 purposes of recall but not for the current reduction.

Section 9. 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 in Section 2., Subd. 1. above 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 10. Procedure: Any challenge by a teacher who is proposed for placement on ULA or recall there from 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 XX TIER 2 TEACHERS**

Section 1. Statutory Considerations: Pursuant to M.S. 122A.182, a Tier 2 teacher may be a teacher of record in a Minnesota Public School System. However, M.S. 122A.182 specifically provides that such licensure shall not be construed to bring such Tier 2 teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd.1.

Section 2. Probationary Period: Time spent as a Tier 2 licensed teacher will be credited toward the teacher's probationary period as provided in M.S. 122A.182.

Section 3. Layoff: Tier 2 teachers will be laid off prior to any qualified Tier 3 or 4 teachers being placed on ULA.

Section 4. Applicable Sections of the Master Agreement: Tier 2 teachers shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE,  
ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,  
ARTICLE III, DEFINITIONS,  
ARTICLE IV, SCHOOL DISTRICT RIGHTS,  
ARTICLE V, TEACHER RIGHTS,  
ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,  
ARTICLE VII, EXTRA COMPENSATION,  
ARTICLE VIII, 403(b) MATCHING CONTRIBUTION PLAN,  
ARTICLE IX, GROUP INSURANCE,  
ARTICLE XI, LEAVES OF ABSENCE,  
ARTICLE XIII, HOURS OF SERVICE,  
ARTICLE XV, LENGTH OF THE SCHOOL YEAR,  
ARTICLE XVI, GRIEVANCE PROCEDURE,  
ARTICLE XVII, TEACHER EVALUATION AND SUPERVISION,  
ARTICLE XXI, DURATION.

Section 5. Sections of the Master Agreement Not Applicable: Tier 2 teachers shall not be eligible for the following articles of the Master Agreement, which apply only to Tier 3 and Tier 4 licensed teachers:

ARTICLE X, RETIREMENT/SEVERANCE PAY  
ARTICLE XVIII, PROGRESSIVE DISCIPLINE  
ARTICLE XIX, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

## **ARTICLE XXI DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2019, and thereafter as provided by PELRA. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent pursuant to PELRA no later than March 1, 2019, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement

relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.


Section 3. Finality: Pursuant to [M.S. 179A.20, Subd. 3.](#), any matters relating to the current Agreement term shall not be open for negotiation during the term of this Agreement.

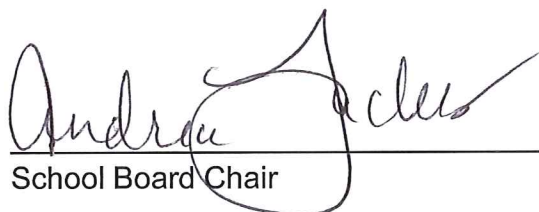
Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision.


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

For Le Sueur - Henderson Education Association

For the School District

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Secretary

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

Dated this 8 day of March, 2018.

Dated this 7 day of March, 2018.



Schedule A1\*  
2017 - 2018

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
(1)	36,580	37,660	38,741	39,820	41,277	42,138	42,999	43,860
(2)	37,411	38,508	39,606	40,704	42,178	43,050	43,922	44,794
(3)	37,842	38,956	40,072	41,187	42,679	43,562	44,447	45,330
(4)	38,282	39,415	40,548	41,682	43,192	44,087	44,983	45,879
(5)	38,732	39,884	41,035	42,187	43,716	44,623	45,532	46,440
(6)	39,604	40,774	41,945	43,115	44,663	45,584	46,505	47,425
(7)	40,486	41,675	42,865	44,055	45,622	46,555	47,490	48,423
(8)	41,379	42,588	43,798	45,008	46,594	47,540	48,488	49,435
(9)	41,872	43,102	44,331	45,562	47,168	48,128	49,089	50,049
(10)	42,788	44,038	45,289	46,539	48,167	49,141	50,115	51,089
(11)	43,715	44,992	46,270	47,548	49,204	50,200	51,195	52,190
(12)	44,664	45,971	47,276	48,582	50,268	51,284	52,303	53,320
(13)	45,637	46,972	48,308	49,643	51,357	52,397	53,437	54,478
(14)	46,634	47,998	49,364	50,728	52,473	53,536	54,599	55,604
(15)	47,655	49,049	50,445	51,840	53,616	54,704	55,790	56,876
(16)	48,701	50,127	51,554	52,979	54,789	55,898	57,009	58,120
(C)	49,773	51,231	52,689	54,148	55,988	57,123	58,260	59,394
(C+1)	49,773	51,232	52,689	54,148	55,988	57,123	58,260	59,394
(C+2)	49,773	51,232	52,689	54,148	55,988	57,123	58,260	59,394
(C+3)	50,266	51,732	53,198	54,664	56,514	57,657	58,802	59,945
(C+4)	50,759	52,232	53,720	55,194	57,053	58,206	59,359	60,511
(C+5)	51,252	52,733	54,248	55,730	57,606	58,768	59,930	61,092
(C+6)	51,745	53,233	54,776	56,267	58,158	59,330	60,500	61,673
(C+7)	51,745	53,233	54,776	56,267	58,158	59,330	60,500	61,673
(C+8)	51,745	53,233	54,776	56,267	58,158	59,330	60,500	61,673
(C+9)	51,745	53,233	54,776	56,267	58,158	59,330	60,500	61,673
(C+10)	52,238	53,734	55,304	56,803	58,711	59,892	61,071	62,254
(C+11)	52,633	54,234	55,832	57,340	59,263	60,454	61,641	62,835
(C+12)	52,633	54,735	56,360	57,876	59,816	61,016	62,212	63,416
(C+13)	52,633	54,791	56,888	58,413	60,368	61,578	62,782	63,997
(C+14)	52,633	54,791	56,949	58,949	60,921	62,140	63,353	64,578
(C+15)	52,633	54,791	56,949	59,107	61,265	62,702	63,923	65,159
Vision	52,633	54,791	56,949	59,107	61,265	62,704	64,143	65,582

\* 2017-18 Off-Schedule Payment: Any returning teacher whose compensation (salary) increase under Schedule A1 is less than 3% of his/her base salary from the 2016-2017 school year, shall receive a one-time, off-schedule payment equal to the difference between 3% of the base mentioned above and the increase to his/her base salary pursuant to Schedule A1. The teacher may elect a cash payment or payment to his/her eligible Health Spending Account. Employees with an HSA will have until March 15th to notify the district of their election or the payment will go to the HSA. Teachers without an eligible HSA will receive the cash option.



Schedule A-2\*\*  
2018-2019

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
(1)	36,580	37,870	39,160	40,450	41,929	42,859	43,790	44,720
(2)	37,416	38,732	40,048	41,364	42,869	43,816	44,764	45,711
(3)	38,062	39,404	40,747	42,089	43,620	44,585	45,550	46,516
(4)	38,723	40,092	41,461	42,831	44,389	45,372	46,355	47,338
(5)	39,398	40,795	42,192	43,590	45,175	46,177	47,179	48,180
(6)	40,295	41,720	43,145	44,571	46,185	47,206	48,226	49,247
(7)	41,207	42,661	44,116	45,570	47,213	48,253	49,293	50,333
(8)	42,135	43,619	45,103	46,588	48,260	49,320	50,380	51,440
(9)	42,875	44,390	45,904	47,419	49,122	50,201	51,282	52,362
(10)	43,838	45,383	46,929	48,474	50,208	51,309	52,409	53,510
(11)	44,817	46,398	47,978	49,558	51,328	52,453	53,579	54,704
(12)	45,820	47,436	49,052	50,669	52,474	53,625	54,776	55,927
(13)	46,846	48,499	50,153	51,805	53,648	54,825	56,001	57,179
(14)	47,898	49,588	51,279	52,969	54,849	56,053	57,256	58,431
(15)	48,974	50,702	52,431	54,160	56,079	57,310	58,541	59,771
(16)	50,075	51,843	53,611	55,379	57,338	58,596	59,855	61,114
(C)	51,203	53,011	54,819	56,627	58,627	59,914	61,201	62,488
(C+1)	51,203	53,011	54,819	56,627	58,627	59,914	61,201	62,488
(C+2)	51,203	53,011	54,819	56,627	58,627	59,914	61,201	62,488
(C+3)	51,450	53,261	55,074	56,886	58,889	60,180	61,473	62,764
(C+4)	51,696	53,512	55,335	57,150	59,159	60,455	61,751	63,047
(C+5)	51,943	53,762	55,599	57,419	59,435	60,736	62,036	63,337
(C+6)	52,189	54,012	55,863	57,687	59,712	61,017	62,322	63,628
(C+7)	52,189	54,012	55,863	57,687	59,712	61,017	62,322	63,628
(C+8)	52,189	54,012	55,863	57,687	59,712	61,017	62,322	63,628
(C+9)	52,189	54,012	55,863	57,687	59,712	61,017	62,322	63,628
(C+10)	52,436	54,262	56,127	57,955	59,988	61,298	62,607	63,918
(C+11)	52,633	54,513	56,391	58,223	60,264	61,579	62,892	64,209
(C+12)	52,633	54,763	56,655	58,492	60,540	61,860	63,177	64,499
(C+13)	52,633	54,791	56,919	58,760	60,817	62,141	63,463	64,790
(C+14)	52,633	54,791	56,949	59,028	61,093	62,422	63,748	65,080
(C+15)	52,633	54,791	56,949	59,107	61,265	62,703	64,033	65,371
Vision	52,633	54,791	56,949	59,107	61,265	62,704	64,143	65,582

\*\*2018-19 Off-Schedule Payment: Any returning teacher whose compensation (salary) increase under Schedule A2 is less than 2% of his/her base salary in the 2017-2018 school year, shall receive a one-time, off-schedule payment equal to the difference between 2% of the base mentioned above and the increase to his/her base salary pursuant to Schedule A2. The teacher may elect a cash payment or payment to his/her eligible Health Spending Account. Employees with an HSA will have until March 15th to notify the district of their election or the payment will go to the HSA. Teachers without an eligible HSA will receive the cash option.

**LE SUEUR-HENDERSON EXTRA-CURRICULAR SCHEDULE  
B-1 [2017-18 and 2018-19]**

ACTIVITY/POSITION	C1	C2	C3	C4	C5	C6	C7	C8	C9	TOTAL	2107-18 SAL.	2018-19 SAL.
<b>Dollars Per Point</b>											<b>\$115.14</b>	<b>\$115.14</b>
<b>Football Head</b>	10	7	6	6	7	3	1	2		<b>42.00</b>	<b>\$4,836</b>	<b>\$4,836</b>
Assistant (75%)										<b>31.50</b>	<b>\$3,627</b>	<b>\$3,627</b>
Middle School (50%)										<b>21.00</b>	<b>\$2,418</b>	<b>\$2,418</b>
<b>Volleyball Head</b>	9	7	6	6	5	1	1	1		<b>36.00</b>	<b>\$4,145</b>	<b>\$4,145</b>
Assistant (75%)										<b>27.00</b>	<b>\$3,109</b>	<b>\$3,109</b>
Middle School (50%)										<b>18.00</b>	<b>\$2,072</b>	<b>\$2,072</b>
<b>Tennis Head Girls</b>	7	8	6	2	3	1	1	1		<b>29.00</b>	<b>\$3,339</b>	<b>\$3,339</b>
Assistant (75%)										<b>21.75</b>	<b>\$2,504</b>	<b>\$2,504</b>
Middle School (50%)										<b>14.50</b>	<b>\$1,669</b>	<b>\$1,669</b>
<b>Basketball Head Boys</b>	13	5	6	6	7	1	1	2		<b>41.00</b>	<b>\$4,721</b>	<b>\$4,721</b>
Assistant (75%)										<b>30.75</b>	<b>\$3,540</b>	<b>\$3,540</b>
Middle School (50%)										<b>20.50</b>	<b>\$2,360</b>	<b>\$2,360</b>
<b>Basketball Head Girls</b>	13	5	6	6	7	1	1	2		<b>41.00</b>	<b>\$4,721</b>	<b>\$4,721</b>
Assistant (75%)										<b>30.75</b>	<b>\$3,540</b>	<b>\$3,540</b>
Middle School (50%)										<b>20.50</b>	<b>\$2,360</b>	<b>\$2,360</b>
<b>Hockey Head</b>	13	6	6	6	7	3	1	2		<b>44.00</b>	<b>\$5,066</b>	<b>\$5,066</b>
Assistant (75%)										<b>33.00</b>	<b>\$3,799</b>	<b>\$3,799</b>
<b>Wrestling Head</b>	12	6	6	6	5	3	1	2		<b>41.00</b>	<b>\$4,721</b>	<b>\$4,721</b>
Assistant (75%)										<b>30.75</b>	<b>\$3,540</b>	<b>\$3,540</b>
Middle School (50%)										<b>20.50</b>	<b>\$2,360</b>	<b>\$2,360</b>
<b>Track Head Boys</b>	10	8	6	6	3	3	1	2		<b>39.00</b>	<b>\$4,490</b>	<b>\$4,490</b>
Assistant (75%)										<b>29.25</b>	<b>\$3,368</b>	<b>\$3,368</b>
Middle School (50%)										<b>19.50</b>	<b>\$2,245</b>	<b>\$2,245</b>
<b>Track Head Girls</b>	10	8	6	6	3	3	1	2		<b>39.00</b>	<b>\$4,490</b>	<b>\$4,490</b>
Assistant (75%)										<b>29.25</b>	<b>\$3,368</b>	<b>\$3,368</b>
<b>Softball Head</b>	9	6	6	4	3	3	1	1		<b>33.00</b>	<b>\$3,799</b>	<b>\$3,799</b>
Assistant (75%)										<b>24.75</b>	<b>\$2,850</b>	<b>\$2,850</b>
Middle School (50%)										<b>16.50</b>	<b>\$1,900</b>	<b>\$1,900</b>
<b>Baseball Head</b>	9	6	6	4	3	3	1	1		<b>33.00</b>	<b>\$3,799</b>	<b>\$3,799</b>
Assistant (75%)										<b>24.75</b>	<b>\$2,850</b>	<b>\$2,850</b>
Middle School (50%)										<b>16.50</b>	<b>\$1,900</b>	<b>\$1,900</b>
<b>Golf Head</b>	10	8	6	4	3	1	1	1		<b>34.00</b>	<b>\$3,915</b>	<b>\$3,915</b>
Assistant (75%)										<b>25.50</b>	<b>\$2,936</b>	<b>\$2,936</b>
Middle School (50%)										<b>17.00</b>	<b>\$1,957</b>	<b>\$1,957</b>
<b>Tennis Head Boys</b>	7	6	6	2	3	1	1	1		<b>27.00</b>	<b>\$3,109</b>	<b>\$3,109</b>
Assistant (75%)										<b>20.25</b>	<b>\$2,331</b>	<b>\$2,331</b>
<b>Cross Country</b>	8	8	6	2	3	1	1	1		<b>30.00</b>	<b>\$3,454</b>	<b>\$3,454</b>
Assistant (75%)										<b>22.50</b>	<b>\$2,591</b>	<b>\$2,591</b>

**EXTRA-CURRICULAR SCHEDULE  
B-1 CONTINUED,**

ACTIVITY/POSITION	C1	C2	C3	C4	C5	C6	C7	C8	C9	TOTAL	2017-18 SAL.	2018-19 SAL.
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<b>Dollars Per Point</b>		\$115.14	\$115.14
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<b>Cheerleading</b>	6	8	6	2	3	1	1	1	S E E D 1  T O C A L C U L A T E	<b>28.00</b>	<b>\$3,224</b>	<b>\$3,224</b>	
<b>Band Special Appear. Pep Band [ 14 ]</b>	1	8	4	2	3	3	0	0		<b>21.00</b>	<b>\$2,418</b>	<b>\$2,418</b>	
<b>Intramurals</b>	3	3	2	1	0	0	1	1		<b>11.00</b>	<b>\$1,266</b>	<b>\$1,266</b>	
<b>Student Council</b>													
High School	2	7	2	2	1	0	1	0		<b>15.00</b>	<b>\$1,727</b>	<b>\$1,727</b>	
Middle School	1	5	1	1	0	0	0	0		<b>8.00</b>	<b>\$921</b>	<b>\$921</b>	
Elementary	1	5	1	1	1	0	1	0		<b>10.00</b>	<b>\$1,151</b>	<b>\$1,151</b>	
<b>Knowledge Bowl</b>													
High School	5	6	4	2	1	1	0	0		<b>19.00</b>	<b>\$2,188</b>	<b>\$2,188</b>	
Middle School	1	5	2	1	1	1	0	0		<b>11.00</b>	<b>\$1,266</b>	<b>\$1,266</b>	
<b>Mathcounts</b>	2	4	2	1	0	0	0	0		<b>9.00</b>	<b>\$1,036</b>	<b>\$1,036</b>	
<b>Honor Society</b>	1	2	2	1	1	0	1	0		<b>8.00</b>	<b>\$921</b>	<b>\$921</b>	
<b>Jr. Class Advisor (Each)</b>	1	2	1	1	0	0	0	0		<b>5.00</b>	<b>\$576</b>	<b>\$576</b>	
<b>Yearbook</b>	6	3	4	2	1	3	3	0		<b>22.00</b>	<b>\$2,533</b>	<b>\$2,533</b>	
<b>School Paper</b>	2	2	2	2	0	1	1	0		<b>10.00</b>	<b>\$1,151</b>	<b>\$1,151</b>	
<b>Target Advisor</b>	2	8	2	1	1	0	1	0		<b>15.00</b>	<b>\$1,727</b>	<b>\$1,727</b>	
<b>Speech Head</b>	5	7	4	4	1	1	1	0		<b>27.00</b>	<b>\$3,109</b>	<b>\$3,109</b>	
Assistant (75%)										<b>20.25</b>	<b>\$2,331</b>	<b>\$2,331</b>	
Middle School (50%)										<b>13.50</b>	<b>\$1,554</b>	<b>\$1,554</b>	
<b>One Act</b>	3	4	2	2	1	1	0	0		<b>13.00</b>	<b>\$1,497</b>	<b>\$1,497</b>	
<b>Fall/Spring Play-Each</b>	5	8	4	4	3	3	1	1		<b>29.00</b>	<b>\$3,339</b>	<b>\$3,339</b>	
Play Assistant (75%)										<b>21.75</b>	<b>\$2,504</b>	<b>\$2,504</b>	
Music Assistant (75%)										<b>21.75</b>	<b>\$2,504</b>	<b>\$2,504</b>	
<b>FHA</b>	3	3	2	2	1	0	1	0		<b>12.00</b>	<b>\$1,382</b>	<b>\$1,382</b>	
<b>Math League</b>	1	4	2	1	0	0	0	0	<b>8.00</b>	<b>\$921</b>	<b>\$921</b>		
<b>Visual Arts</b>	1	4	1	1	0	0	0	0	<b>7.00</b>	<b>\$806</b>	<b>\$806</b>		
<b>School Safety Patrol</b>	7	8	4	1	3	1	0	0	<b>24.00</b>	<b>\$2,763</b>	<b>\$2,763</b>		

## EXTRA-CURRICULAR & CO-CURRICULAR SCHEDULE SCHEDULE B – 2

<u>ACTIVITY</u>	<u>2017-2018</u>	<u>2018-2019</u>
Counseling (pre & post)	Prorated	prorated
Curriculum Director	Prorated	prorated
Activities Director	15% + prorated	15% + prorated
Dean of Students	Prorated	prorated
Technology Coordinator	Prorated	prorated
Property Services Coordinator	Prorated	prorated
Library (pre & post)	Prorated	prorated
Co-op Ed. (pre & post)	Prorated	prorated
Summer Speech Therapy (18 hrs/wk for 6 wks)	Prorated	prorated
Summer Music Instrumental Teaching	Prorated	prorated
Summer Music (Parades)	\$ 164 per	\$ 164 per
Faculty Leadership Team (FLT)	\$1,489	\$1,489
Department Facilitator		
Curriculum Review Year (1)	463 + 95	463 + 95
Noncurriculum Review Year (1)	92 + 48	92 + 48
Band Concerts/Events - 12 (2)	\$1,563	\$1,563
Choir Concerts - 8 (3)	\$1,043	\$1,043
Elementary Music Concerts - 4 (4)	\$523	\$523
Mentor Teacher (5)	543 + 325	543 + 325

(1) Assumes a flat dollar rate plus an additional amount for each FLT in the department

(2) Included in the 12 concerts/events for band: 8 concerts, homecoming/snow week coronations, 8th grade graduation/Showcase Gala, Memorial Day for Le Sueur & Henderson and Graduation.

(3) Included in the 8 Concerts/Events for choir: 6 concerts, Graduation, 8th grade graduation/1 hour per practice with special ensembles

(4) Included in the 4 Concerts for Elementary music: 1 winter and 1 spring at both Park and Hilltop

(5) Full Year stipends = \$543; Half-Year stipends = \$325

Experience Points:  
Thru:

**LE SUEUR-HENDERSON PUBLIC SCHOOLS  
LE SUEUR, MN 56058**

**SCHEDULE C-2**

**MEMORANDUM OF EXTRACURRICULAR ASSIGNMENT**

By appropriate action taken by the School Board of Le Sueur-Henderson I.S.D. 2397, Le Sueur, Minnesota,

Has been assigned the following extracurricular activity:

Said activity and the duties incident thereto shall apply for the school year 20\_\_-20\_\_. You will receive compensation for your services in the extracurricular activity as above set forth in the amount of \$\_\_\_\_\_, which sum shall be paid to you in appropriate equal installments at the same time as compensation, if any, is paid by Le Sueur-Henderson I.S.D. #2397, Le Sueur, Minnesota to regular employees.

This assignment is not included as a part of any regular individual contract with Le Sueur-Henderson I.S.D. 2397, however, your assignment is subject to and governed by all the terms and provisions of the Master Agreement in effect between the Le Sueur-Henderson Education Association and Le Sueur-Henderson I.S.D. 2397, your individual contract with the School District and the laws and statutes of the State of Minnesota where any and all of the foregoing may be applicable.

The memorandum of agreement is executed this day, \_\_\_\_\_.

Le Sueur-Henderson I.S.D. 2397

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Employee

## SCHEDULE D-1 EXTRACURRICULAR POINT CRITERIA

### C1. Student Contact Time (length of season)

This category is defined to include those hours when the advisor/coach is in direct contact with students on a regular basis and includes practice time, dressing time, performance time and travel time.

The number of days in season is determined by taking all practice and game days from the first day of practice (as specified by MSHSL) until the first scheduled post season tournament game.

The amount of time will be that amount which one would reasonably need to conduct a minimum program as determined by the review committee. All activities were given full credit for time spent outside the normal teacher duty day. Nonathletic activities conducted during the duty day will be given one-half credit. As a point of reference, all athletic activities were allowed two (2) hours per day outside the teacher duty day.

1 = 1-32 hrs	4 = 97-128	7 = 193-224	10 = 289-320	13 = 385 +
2 = 33-64	5 = 129-160	8 = 225-256	11 = 321-352	
3 = 65-96	6 = 161-192	9 = 257-288	12 = 353-384	

### C2. Number of Participants

The number of students to be considered in awarding points represents the average number of student participants per advisor/coach involved during the midpoint of the activity/sport season. The average number of students may also be determined by the average number of student participants dealt with per meeting/practice. In addition, one (1) student manager and one (1) statistician are allowed toward the student total per activity/sport.

In determining the number of points to be awarded for each position, the number of student participants is divided by the number of advisors/coaches. This ratio is used to determine the number of points.

1 = 1-3	3 = 7-9	5 = 13-15	7 = 19-21
2 = 4-6	4 = 10-12	6 = 16-18	8 = 22 +

### C3. Program Supervision

Points will be awarded according to the administrative responsibilities of the program, the scope of the program, the number of assistants and scheduling.

1 = Asst.	4 = Head
2 = Asst./Head	6 = Head

### C4. Preparation Time

Hours included in this category include reasonable minimum pre-activity preparation and planning. Since it would be impossible to get an accurate count of the actual hours, four categories were developed. In this category, values were given in order to eliminate fine distinctions between the broad categories.

1 = Some	4 = Above Average
2 = Average	6 = Maximum

**C5. Public Exposure and Expectations**

This item is a subjective one, with points awarded by the committee's estimate of the size of crowds, the probability of media coverage and the public relations responsibilities required of the advisor/coach, all of which contribute to the pressures on the individual.

0 = None	3 = Low Average	7 = Above Average
1 = Low	5 = Average	

**C6. Materials and Equipment Management**

Each advisor/coach position is analyzed in terms of whether materials and equipment management is a major, minor or insignificant factor, with points awarded accordingly.

0 = None	1 = Some	3 = Major
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**C7. Financial Management**

Each advisor/coach position is analyzed in terms of whether budgeting and/or cash management is a factor with points awarded accordingly.

0 = None	1 = Budgeting only	3 = Budgeting and cash management
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**C8. Injury Risk**

This category recognizes that some advisors/coaches are required to supervise students that are participating in activities that involve inherent physical risks.

0 = Seldom	1 = Average	2 = Above Average
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**C9. Coach / Advisor Experience**

For salary purposes all coaches and advisors will receive experience points in addition to those enumerated in the Extracurricular Schedule B1, for coach / advisor experience in this district. Points accumulate within each particular sport / activity and may not be transferred from one sport / activity to another. Experience credit does not have to be in consecutive years. Points shall be granted in the following manner:

1. Head coaches / advisors will receive 1 experience point in the 4th year of coaching / advising and 1 additional point every 4 years thereafter.
2. Assistant coaches / advisors will receive 3/4 of a point in the 4th year of coaching / advising and an additional 3/4 point every 4 years thereafter.
3. Junior high coaches / advisors will receive 1/2 of a point in the 4th year of coaching / advising and an additional 1/2 point every 4 years thereafter.  
(example: a person coaches (in the same sport) 4 years in junior high (1/2 pt.); 8 years as an assistant (1.5 pts); 8 years as a head coach (2). In their 20th year, their total experience points credit equals 4 points)

## **SCHEDULE D-2**

### **EXTRACURRICULAR & CO-CURRICULAR REVIEW PROCEDURE**

#### **Section 1 – Committee Members:**

There shall be an extracurricular review committee consisting of the following persons:

- Chairperson of LSHEA negotiations committee - convenor
- One (1) coaching representative appointed by the LSHEA
- One (1) non-coaching representative appointed by the LSHEA
- Three (3) school board representatives or their designees

#### **Section 2 – Purpose of Review Committee:**

The review committee shall have the responsibility of reviewing and/or hearing appeals for adjustment to the extra/co-curricular schedules, based on the criteria enumerated in Schedule D-1. Should activities be added to the schedule, the committee shall determine the point values to be assigned to that particular activity. The committee shall meet in February of each negotiations year. Special meetings of the committee may also be held as necessary. The decisions of the committee shall be final.

#### **Section 3 – Appeal Procedure:**

Appeals of the point values in the extracurricular schedule must be submitted in writing by February 1 of each negotiations year. Appeals shall only be heard once during a 2-year negotiations period unless there are special circumstances as determined by the review committee.

Advisors/coaches directly related to the appeal have the right to be present at the hearing and to present their case before the committee. Following the hearing the committee shall provide a written statement of their decision to the advisor/coach. The decision of the committee shall be final.