

2021-2023 MASTER AGREEMENT

Between

ISD #581

and

EDUCATION MINNESOTA EDGERTON

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ARTICLE I

Parties

Section 1. THIS AGREEMENT, entered into between the Board of Education of Independent School District No. 581, Edgerton, Minnesota, hereinafter referred to the School District or District and Education Minnesota Edgerton hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the PELRA of 1971, as amended, provides the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

Recognition of Exclusive Representative

Section 1. In accordance with the PELRA of 1971, the school board recognizes Education Minnesota Edgerton as the exclusive representative of teachers employed by the school board of Independent School District No. 581, which exclusive representative, shall have those rights and duties as prescribed by the PELRA of 1971, as amended, and as described in the provisions of this agreement.

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

ARTICLE III

Definitions

Section 1. Terms and conditions of employment: shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the school district.

Section 2. Teacher: shall mean all persons in the appropriate unit employed by the school board in a position for which the person must be licensed by the State Board of Education; but shall not include superintendent, assistant superintendent, principals, and assistant principals who devote 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and daily substitute teachers who do not replace the same teacher for more than 30 working days.

Section 3. School District: shall mean school board or its designated representative.

Section 4. Years of Service: shall mean the number of years an employee has taught in the Edgerton Public School District. Steps are separate from years of service and seniority is based off years of service, not steps.

Section 5. Other terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA of 1971, as amended.

ARTICLE IV

School District Rights

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the teaching and non-teaching services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, and valid rules, regulations and orders of State and Federal governmental

agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school board.

ARTICLE V

Teacher Rights

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

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

Section 3. Request for Dues Check Off: Teachers shall have the rights to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its rights to dues check off pursuant to 179.64 to 179.75 of the PELRA of 1971, as amended. Upon receipt of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization.

ARTICLE VI

Basic Schedules and Rates of Pay

Section 1. 2021-2022 and 2022-2023 Salary Schedules: The wages and salaries reflected in Schedule A, attached hereto, and shall be a part of the Agreement for the 2021-2022 and 2022-2023 school years.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of the teacher's continuing contract and the school board reserves the right to withhold increment advancement, lane changes, or any other salary increase as the school board shall determine based upon just cause recommendations of administrative staff. The school board shall give written notice and the reason for such action. Such notice shall be received by the teacher prior to legal resignation day of the school year preceding the year the withholding action is to take place.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

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

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor degree must be graduate credits or undergraduate if in teaching field and carry a grade equivalent of C or higher.

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent in writing prior to the taking of the course.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year, providing a transcript of qualified credits or verification from course instructor is submitted to the superintendent's office no later than September 15. Transcripts submitted after said date, though otherwise qualifying, shall not be considered until the following year. A teacher shall not advance more than one lane progression in any one year.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree lane or equivalent only if the degree program is germane to the teaching assignment as approved by the school board and the degree program is approved in writing by the superintendent in advance.

Subd. 6. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher salary schedule placement already recognized and actually being paid for the 2019-2020 and 2020-2021 school years.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule and up to 5 years of experience will be credited.

Section 4. Additional Activities: In addition to the basic school day, teachers who participate in extra-curricular, co-curricular, and supervisory activities shall be paid according to Schedule B of the Master Contract. The Community Education Director position will be paid at the same rate as the head coach for a spring sport.

Subd 1. College Now Stipend: Tuition Reimbursement for College Now teachers. See attached memo of understanding.

Section 5. Extra Compensation: Mileage shall be paid at the annual rate set by the school board for school approved functions at the discretion of the superintendent.

Section 6. Staff Development: Staff Development/Extra Duty: Certified staff attending workshops, and meetings, or assigned an extra duty will be reimbursed at a rate of \$32.50 per hour beyond the normal contract day and \$32.50 per hour up to \$175.00 for non-school days for this contract. All workshops and extra duty assignments must have administrative approval in advance. Workshop preparation will be reimbursed at rate stated above for extra duty. One hour of prep may be turned in for any work completed outside of the contracted day for each hour of presentation.

ARTICLE VII

Group Insurance or Cash-in-Lieu Option

Group Health Insurance or Cash-in-Lieu must meet the guidelines of the Affordable Health Care Act (AHCA) in such a manner as to avoid federal penalties.

Subd. 1. Health Insurance or Cash-Out: In the 2021-2022 contract year, the school board will contribute **\$8,750** to full-time teachers in the form of “Flex Cash” as defined in the Edgerton Public School Flexible Benefits Plan for single health plans, and **\$9,250** for family plans. In the 2022-2023 contract year, the school board will contribute **\$9,250** to full-time teachers in the form of “Flex Cash” as defined in the Edgerton Public School Flexible Benefits Plan for single health plans, and **\$9,750** for family plans. If two employees are married only the employee that is the subscriber on the insurance is entitled to take the family contribution amount. The other spouse, non-subscriber, is entitled to take the single contribution amount. Teachers may elect to apply Flex Cash towards group health insurance premiums for single or family coverage under the Edgerton School Group Medical-Health Insurance Program, or for other benefits subject to the terms of the Flexible Benefits Plan. Teachers may also elect to receive Flex Cash as taxable cash compensation. The amount of Flex Cash as taxable compensation for 2021-2022 is **\$8,128.19** and **\$8,592.66** for 2022-2023. Amounts that teachers elect to receive as taxable cash compensation shall be treated as a taxable fringe benefit, subject to state and federal income and employment tax withholding, and paid to teachers while employed in equal installments over payroll periods during the applicable contract year. Part-time teachers shall receive Flex Cash on a prorated basis determined by multiplying

the contributions described above by their percentage FTE status for purposes of determining Staff lane and Step Placement.

Any excess dollars above the cost of the insurance the employee will have the opportunity to apply that amount to an HSA as long as it is \$50 or more. A request for this must be submitted in writing to the Business Manager prior to the last school day of each school year.

Subd. 2. Income Disability Insurance: Each teacher shall receive up to \$200 (two hundred) to be applied to income disability insurance. Insurance coverage is applicable to the Edgerton School Group Disability Insurance Program.

Subd. 3. Insurance Refund: Any subsequent insurance premium refunds will be distributed to the paying parties at the same ratio as that portion of the premium paid.

ARTICLE VIII

Leaves of Absence

Section 1. Sick Leave:

Subd. 1: All full-time teachers shall earn sick leave at the rate of 13 days for each year of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Part time teachers shall earn sick leave on a prorated basis.

Subd. 2: Unused sick leave days may accumulate to a maximum credit of 90 days of sick leave per teacher.

Subd. 3: Sick leave with pay shall be allowed by the school board whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school

and performance of duties on that day or days. Sick leave may be used for the care of a dependent child, spouse, or any individual they have been legally granted medical power of attorney over (Proof of such must be provided). In addition, up to 160 hours of accumulated sick leave may also be used as defined by MN Stat. § 181.9413 for immediate family. Sick leave may be granted when the adoption of a child requires the staff person to miss school for court hearings (2 days max per school year). If an extended leave is needed for family medical reasons the teacher may request an unpaid leave of absence under the Family Medical Leave Act.

Subd. 4: The school board may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5: In the event that medical certificates will be required, the teacher will be so advised.

Subd. 6: Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 7: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Section 2 Personal Leave:

Subd. 1: A teacher shall be granted two (2) days of personal leave per year. (Prorated to percent of employment.)

Subd. 2: A teacher may, from year-to-year, carry over and accumulate up to a maximum of five (5) days of personal leave. A teacher may request compensation of \$125 per day for up to two (2) unused personal days if they are at the maximum of five (5) personal

days or one (1) unused personal day if they are at four (4) personal days. If a teacher is at three (3) unused personal days or less, they may not sell any back for compensation. The request for payment needs to be made by the last day of the school year.

Subd. 3: If a teacher has used up their paid personal leave days, up to three (3) days of unpaid leave may be granted for emergencies and other related situations. Unpaid leave, for emergencies and other related situations may be extended without pay at the discretion of Administration or the school Board.

Subd. 4: No more than three (3) teachers per day may be granted personal leave or unpaid leave. All leave is subject to administrative approval and will be granted on a first come first served basis. A teacher planning to use personal leave or unpaid leave shall notify the Principal in writing at least five (5) business or school days in advance, except in cases of emergency.

Subd 5: Requests for no more than three (3) days of unpaid leave may be approved for vacation in a contract year. Also, a maximum of or no more than 3 teachers may be approved for the same day(s) of leave. If granted, the teacher will be required to pay for all sub costs for each day they are gone.

Subd 6: No personal or unpaid leave the first 2 weeks of contract days with the exception for emergencies and other related situations, including taking a child to college, that may be granted at the discretion of Administration or the School Board. No personal or unpaid leave the last 1 week of contract days with the exception for emergencies and other related situations, including a child's graduation, that may be granted at the discretion of Administration or the School Board.

Section 3. Funeral Leave or Bereavement Leave: A teacher may be granted bereavement leave of no more than five days per incident, non-accumulative, for a funeral of a (spouse, child,

step child, mother, father, grandparent, sister, brother, and in-laws of the same relationship).

Days will be deducted from sick leave.

Section 4. Child Care Leave:

Subd. 1: A child care leave may be granted by the school district, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

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

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

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

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the teacher to return to his or her employment prior to the date designed in the request for child care leave.

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

Subd. 7: The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8: A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at their commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

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

ARTICLE IX

Section 1: Starting September 1, 2000, the board shall match each teacher's contributions per year up to the amounts listed in section 1 to a qualified 403(b) Tax Deferred Annuity contract/s.

Section 2: Any teacher that has achieved tenure at the Edgerton School District shall be eligible for participation in the school district's 403(b) program. The school district will match up to \$75 (seventy-five) per month or \$900 (nine hundred) per year. Part time teachers will be pro-rated according to their teaching contracts. The maximum school district contribution per individual teacher shall be \$25,000 (twenty-five thousand). The school district will contribute to only one state approved vendor as a part of the district 403(b) program

ARTICLE X

Hours of Service

Section 1. Basic Day: The basic teacher's day, exclusive of lunch, shall be one-half hour before classes begin and fifteen minutes after classes end.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the school board.

ARTICLE XI

Length of the School Year

Section 1. Teacher Duty Days: Pursuant to M.S. 126-12, the school board shall, prior to April 1 of each school year, establish a calendar of contract 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. For the 2021-2022 school-year the contracted duty days for teachers shall be 181. For the 2022-2023 school-year and thereafter, the contracted duty days for teachers shall be 181, unless mutually altered in subsequent agreements.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for an emergency, the teacher shall perform duties another day in lieu thereof as the school board or its designated representative shall determine, if any.

ARTICLE XII

Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the school board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Section 3. Definitions and Interpretations:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

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

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school board designee shall give a written decision on the grievance to the parties involved within ten days after a receipt of the written grievance.

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

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of the intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decisions.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

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

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty days after the request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance with the following include:
 - 1) The issues involved
 - 2) Statement of the facts

3) Position of the grievant

4) The written documents relating to Section 3, Article XII of the grievance procedure.

b) The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

Subd. 6. Decisions: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided by and in the PELRA of 1971, as amended.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have the jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms

of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of the employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization or technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIII

Duration

Section 1. Term and reopening negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and there after until modifications are made pursuant to the PELRA of 1971, as amended. If either party desire to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior

Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

ARTICLE XIV

Unrequested Leave of Absence (ULA)

Section 1. Purpose: The Purpose of this article is to implement the provisions of M.S. 122 A.40, Subd. 10. That 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. A. Teacher: “Teacher” shall mean those members of the units 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. B. Qualified: “Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and, as solely determined by the School District, has successfully had teaching experience in such subject matter or field within the past five (5) years.

Subd. C. 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 School 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.

Section 3. ULA:

Subd. A. Terms: The School Board may place on ULA such teacher 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 three (3) years, after that the right to reinstatement shall terminate; provided the teacher’s right to reinstatement shall also terminate if the teacher fails to file with the School District 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 with teacher consultation of HBCEA.

Subd. B. Notice: Teachers placed on such leave shall receive notice by June 30th of the school year prior to the commencement of such leave with reasons for said placement.

Subd. C. Placement: Teacher shall be placed on ULA in inverse order of seniority in field and subject matter employed with the following exception: 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. 122A40, Subd. 8 A graduate degree of master’s or higher will not provide protections from ULA if the degree is not in the subject matter that the teacher is

employed. Also, teachers that may have been provided training paid for by the School District specifically to attain a degree or particular license or Teacher on Special Assignment (TOSA) positions created by the district may have protection at the School District's discretion.

Subd. D. 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. E. 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 purpose of reductions 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, total credits beyond a bachelor's degree, total graduate credits beyond a bachelor's degree, and other relevant factors.

Subd. F. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupations during such period and may be eligible for re-employment insurance if otherwise eligible for such compensations 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 reinstatement from ULA, nothing in this article shall require the School District to reassign a senior teacher to a different position that the teacher 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 that 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. A. 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 placed on ULA 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. B. 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. The teacher on ULA shall be

responsible to provide an address 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. C. Acceptance of Re-employment: If a position becomes available for a qualified teacher on ULA, the School District shall mail and email the notice to such teacher, who shall have ten (10) days from the date of such notice to accept the re-employment. 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.

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

Subd. D. Reinstatement Rights: Reinstatement rights shall automatically cease three (3) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.

Section 7. Establishment of Seniority List:

Subd. A. 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. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School District. The School District shall notify the President of the Hills-Beaver Creek Education Assoc of the posting.

Subd. B. 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. C. 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 that 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 ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement 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 reinstatement therefrom shall be subject to the hearing and review procedures, as provided in M.S. 122A.40, Subd. 14., and, therefore, shall not be subject to the grievance procedure.

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

EDUCATION MINNESOTA EDGERTON

IND. SCHOOL DISTRICT NO. 581

President

Chair

Negotiator

Clerk

Dated this _____ day of December, 2021

Dated this _____ day of December, 2021

2021-2022 Salary Schedule

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
STEP	BA	BA10	BA20	BA30	BA40	MA	MA10
(1)	44,675	45,400	46,125	46,850	47,575	48,300	49,025
(2)	45,475	46,200	46,925	47,650	48,375	49,100	49,825
(3)	46,275	47,000	47,725	48,450	49,175	49,900	50,625
(4)	47,075	47,800	48,525	49,250	49,975	50,700	51,425
(5)	47,875	48,600	49,325	50,050	50,775	51,500	52,225
(6)	48,675	49,400	50,125	50,850	51,575	52,300	53,025
(7)	49,475	50,200	50,925	51,650	52,375	53,100	53,825
(8)	50,275	51,000	51,725	52,450	53,175	53,900	54,625
(9)	51,075	51,800	52,525	53,250	53,975	54,700	55,425
(10)	51,875	52,600	53,325	54,050	54,775	55,500	56,225
(11)	52,675	53,400	54,125	54,850	55,575	56,300	57,025
(12)	53,475	54,200	54,925	55,650	56,375	57,100	57,825
(13)	54,275	55,000	55,725	56,450	57,175	57,900	58,625
(14)	55,075	55,800	56,525	57,250	57,975	58,700	59,425
(15)	55,875	56,600	57,325	58,050	58,775	59,500	60,225
(16)	56,675	57,400	58,125	58,850	59,575	60,300	61,025
(17)	57,475	58,200	58,925	59,650	60,375	61,100	61,825
(18)	58,275	59,000	59,725	60,450	61,175	61,900	62,625
(19)	59,075	59,800	60,525	61,250	61,975	62,700	63,425
(20)	59,875	60,600	61,325	62,050	62,775	63,500	64,225
(21)	60,675	61,400	62,125	62,850	63,575	64,300	65,025
(22)	61,475	62,200	62,925	63,650	64,375	65,100	65,825
(23)	62,275	63,000	63,725	64,450	65,175	65,900	66,625
(24)	63,075	63,800	64,525	65,250	65,975	66,700	67,425
(25)	63,875	64,600	65,325	66,050	66,775	67,500	68,225
(26)	64,675	65,400	66,125	66,850	67,575	68,300	69,025
(27)	65,475	66,200	66,925	67,650	68,375	69,100	69,825
(28)	66,275	67,000	67,725	68,450	69,175	69,900	70,625
(29)	67,075	67,800	68,525	69,250	69,975	70,700	71,425
(30)	67,875	68,600	69,325	70,050	70,775	71,500	72,225

2022-2023 Salary Schedule

STEP	BA	BA10	BA20	BA30	BA40	MA	MA10
(1)	45,925	46,700	47,425	48,150	48,875	49,600	50,325
(2)	46,725	47,500	48,225	48,950	49,675	50,400	51,125
(3)	47,525	48,300	49,025	49,750	50,475	51,200	51,925
(4)	48,325	49,100	49,825	50,550	51,275	52,000	52,725
(5)	49,125	49,900	50,625	51,350	52,075	52,800	53,525
(6)	49,925	50,700	51,425	52,150	52,875	53,600	54,325
(7)	50,725	51,500	52,225	52,950	53,675	54,400	55,125
(8)	51,525	52,300	53,025	53,750	54,475	55,200	55,925
(9)	52,325	53,100	53,825	54,550	55,275	56,000	56,725
(10)	53,125	53,900	54,625	55,350	56,075	56,800	57,525
(11)	53,925	54,700	55,425	56,150	56,875	57,600	58,325
(12)	54,725	55,500	56,225	56,950	57,675	58,400	59,125
(13)	55,525	56,300	57,025	57,750	58,475	59,200	59,925
(14)	56,325	57,100	57,825	58,550	59,275	60,000	60,725
(15)	57,125	57,900	58,625	59,350	60,075	60,800	61,525
(16)	57,925	58,700	59,425	60,150	60,875	61,600	62,325
(17)	58,725	59,500	60,225	60,950	61,675	62,400	63,125
(18)	59,525	60,300	61,025	61,750	62,475	63,200	63,925
(19)	60,325	61,100	61,825	62,550	63,275	64,000	64,725
(20)	61,125	61,900	62,625	63,350	64,075	64,800	65,525
(21)	61,925	62,700	63,425	64,150	64,875	65,600	66,325
(22)	62,725	63,500	64,225	64,950	65,675	66,400	67,125
(23)	63,525	64,300	65,025	65,750	66,475	67,200	67,925
(24)	64,325	65,100	65,825	66,550	67,275	68,000	68,725
(25)	65,125	65,900	66,625	67,350	68,075	68,800	69,525
(26)	65,925	66,700	67,425	68,150	68,875	69,600	70,325
(27)	66,725	67,500	68,225	68,950	69,675	70,400	71,125
(28)	67,525	68,300	69,025	69,750	70,475	71,200	71,925
(29)	68,325	69,100	69,825	70,550	71,275	72,000	72,725
(30)	69,125	69,900	70,625	71,350	72,075	72,800	73,525

Extra Curricular Pay Schedule									
EVENT	2021-2022				2022-2023				
	STEP 1/2	STEP 3/4	STEP 5/6	STEP 7/8	STEP 1/2	STEP 3/4	STEP 5/6	STEP 7/8	
Football Head	\$5,677	\$5,870	\$6,081	\$6,262	\$5,848	\$6,046	\$6,263	\$6,450	
Football Ass't	\$3,512	\$3,711	\$3,910	\$4,097	\$3,617	\$3,822	\$4,027	\$4,220	
Football JH	\$2,921	\$3,102	\$3,295	\$3,500	\$3,008	\$3,195	\$3,394	\$3,605	
Assistant JH	\$2,921	\$3,102	\$3,295	\$3,500	\$3,008	\$3,195	\$3,394	\$3,605	
Volleyball Head	\$5,677	\$5,870	\$6,081	\$6,262	\$5,848	\$6,046	\$6,263	\$6,450	
Volleyball Ass't	\$3,512	\$3,711	\$3,910	\$4,097	\$3,617	\$3,822	\$4,027	\$4,220	
Volleyball JH	\$2,921	\$3,102	\$3,295	\$3,500	\$3,008	\$3,195	\$3,394	\$3,605	
Volleyball JH Ass't	\$1,285	\$1,323	\$1,440	\$1,557	\$1,324	\$1,362	\$1,483	\$1,604	
Basketball B. Head	\$5,677	\$5,870	\$6,081	\$6,262	\$5,848	\$6,046	\$6,263	\$6,450	
Basketball B. Ass't "B"	\$3,512	\$3,711	\$3,910	\$4,097	\$3,617	\$3,822	\$4,027	\$4,220	
Basketball B. JH	\$2,921	\$3,102	\$3,295	\$3,500	\$3,008	\$3,195	\$3,394	\$3,605	
Basketball G. Head	\$5,677	\$5,870	\$6,081	\$6,262	\$5,848	\$6,046	\$6,263	\$6,450	
Basketball G. Ass't "B"	\$3,512	\$3,711	\$3,910	\$4,097	\$3,617	\$3,822	\$4,027	\$4,220	
Basketball G. JH	\$2,921	\$3,102	\$3,295	\$3,500	\$3,008	\$3,195	\$3,394	\$3,605	
Track B.&G. Head	\$4,691	\$4,600	\$4,788	\$4,981	\$4,832	\$4,738	\$4,931	\$5,130	
Baseball Head	\$4,691	\$4,600	\$4,788	\$4,981	\$4,832	\$4,738	\$4,931	\$5,130	
Baseball Ass't	\$3,207	\$3,406	\$3,588	\$3,781	\$3,304	\$3,509	\$3,695	\$3,894	
Baseball JH	\$2,623	\$2,821	\$3,002	\$3,195	\$2,701	\$2,906	\$3,092	\$3,291	
Softball Head	\$4,691	\$4,600	\$4,788	\$4,981	\$4,832	\$4,738	\$4,931	\$5,130	
Softball Ass't	\$3,207	\$3,406	\$3,588	\$3,781	\$3,304	\$3,509	\$3,695	\$3,894	
Softball JH	\$2,623	\$2,821	\$3,002	\$3,195	\$2,701	\$2,906	\$3,092	\$3,291	
Fall Cheer Coach	\$1,412	\$1,455	\$1,500	\$1,545	\$1,454	\$1,499	\$1,545	\$1,591	
Winter Cheer Coach	\$1,412	\$1,455	\$1,500	\$1,545	\$1,454	\$1,499	\$1,545	\$1,591	
Instrumental	\$2,285	\$2,393	\$2,505	\$2,604	\$2,354	\$2,465	\$2,580	\$2,682	
Summer Band	\$667	\$714	\$749	\$783	\$687	\$735	\$772	\$807	
Drama Fall	\$1,686	\$1,703	\$1,721	\$1,738	\$1,736	\$1,754	\$1,772	\$1,790	
Drama Spring	\$1,686	\$1,703	\$1,721	\$1,738	\$1,736	\$1,754	\$1,772	\$1,790	
Drama One Act	\$585	\$585	\$585	\$585	\$603	\$603	\$603	\$603	
Computer Director	\$3,432	\$3,336	\$3,465	\$3,599	\$3,535	\$3,436	\$3,569	\$3,707	
Speech Director	\$2,122	\$2,185	\$2,251	\$2,319	\$2,185	\$2,251	\$2,319	\$2,388	
Yearbook Adviser	\$1,147	\$1,182	\$1,200	\$1,235	\$1,182	\$1,218	\$1,236	\$1,272	
School Patrol	\$464	\$464	\$464	\$464	\$477	\$477	\$477	\$477	
Elem Student Gov't	\$464	\$464	\$464	\$464	\$477	\$477	\$477	\$477	
JH Knowledge Bowl	\$643	\$673	\$703	\$733	\$662	\$693	\$724	\$755	
HS Knowledge Bowl	\$643	\$673	\$703	\$733	\$662	\$693	\$724	\$755	
Prom Adviser	\$966	\$966	\$966	\$966	\$995	\$995	\$995	\$995	
Teacher Mentor Coordin	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	
Teacher Mentor	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	
Title 1 Grant Coordinator	\$1,241	\$1,264	\$1,288	\$1,311	\$1,278	\$1,302	\$1,326	\$1,350	
Dean of Students	\$4,600	\$4,600	\$4,600	\$4,600	\$4,738	\$4,738	\$4,738	\$4,738	
Athletic Director	\$5,677	\$5,870	\$6,081	\$6,262	\$5,848	\$6,046	\$6,263	\$6,450	

District Assessment Coord	\$1,241	\$1,264	\$1,288	\$1,311		\$1,278	\$1,302	\$1,326	\$1,350
College Now Stipend	\$250	\$250	\$250	\$250		\$250	\$250	\$250	\$250
National Honor Society	\$603	\$632	\$661	\$691		\$621	\$651	\$681	\$711
FFA Adviser	\$1,756	\$1,873	\$1,990	\$2,107		\$1,809	\$1,929	\$2,050	\$2,170
Vocal	\$571	\$598	\$626	\$650		\$588	\$616	\$645	\$670

**Memorandum of Understanding
between
(First Last), Education Minnesota Edgerton, and the
Edgerton Public School District**

This Memorandum of Understanding between Education Minnesota Edgerton (hereinafter referred to as "EME"), (First Last) (hereinafter referred to as "First") and the Edgerton Public School District #581 (hereinafter referred to as "District") and is in effect for five (5) years after licensure is first gained.

RECITALS:

WHEREAS (First), will serve as a high school (Content Area) Teacher in the District, and

WHEREAS, (First) was previously serving as a high school (Content Area) Teacher and the District requested (First) earn a Master's Degree in (Content Area) to become qualified to teach "College in the Classroom Content courses and other college level Content Courses, and

WHEREAS (First) by successfully completing the Master's Degree in (Content Area) program will ensure Edgerton Public School District has a licensed and certified (Content Area) Teacher qualified to teach "College Now" classes available on staff, and

WHEREAS if (First) is willing to pursue the Master's Degree in (Content Area), the Edgerton Public School District is willing to assist in paying expenses as provided herein:

1. (First) agrees to initially pay the program tuition fees and will subsequently submit a voucher requesting 50% reimbursement by the school district.
2. (First) agrees to initially pay for all books and additional fees and will subsequently submit a voucher requesting 50% reimbursement by the school district.
3. (First) agrees to provide his/her own transportation to the sites where the classes are held and agrees the transportation costs will-not be reimbursed by the District.
4. (First) agrees to attend any Saturday and summer classes and any other classes necessary outside of the workday and agrees the time spent in attendance will not be compensated by the District.
5. (First) agrees to maintain a B or better average on the program class work.
6. (First) agrees to continue to work full-time for Edgerton Public School District as a high school (Content Area) teacher during the time he/she is working to earn the (Content) degree.
7. (First) agrees to be available to provide full-time services as a high school (Content Area) Teacher in Edgerton Public School District upon completion of the Master's Degree program for a minimum of five (5) years. If this requirement is not met, (First) agrees to repay the District for all funds paid towards her participation in this program (fees, tuition, books). Should (First) leave the District prior to the minimum five (5) years, she will repay the District 20% of the costs the District expended for each year she is short of the five. For example, should he/she leave the District three years after completion of the program, he/she shall repay the District 40% (2 years X 20%) of the costs it paid on his/her behalf.

8. (First) agrees that if he/she does not complete the classes, he/she will repay the District in full for the amount that was previously reimbursed.

NOW, THEREFORE, the District agrees to the following:

1. District agrees to reimburse (First) for 50% of each credit upon (First) properly submitting a request for reimbursement.
2. District agrees to reimburse (First) for 50% of the actual costs of books and additional fees for the classes upon (First) properly submitting a request for reimbursement.

THE FOREGOING represents the parties' mutual understandings and the signatures set forth below identify the parties' agreement with the understandings.

FURTHERMORE, the signatures set forth below indicate agreement that the terms and conditions set forth in this agreement do not constitute a past precedent by the District and any and all future agreements of this nature shall be made on an individual basis.

DISTRICT

By: _____
Chairperson, Edgerton Public School

Date: _____

TEACHER

By: _____
(First Last)

Date: _____

EME President

By: _____
(First Last)

Date: _____

EME Secretary

By: _____
(First Last)

Date: _____

Final 21-22 and 22-23 Negotiation Settlement

Final Settlement 21-23

Year 1

\$1,125 added to the base
Plus the Step of \$800
3 Staff @ step 30- add \$800 for career increment section
\$500 to insurance
3% on Extra Curricular
All totaled is 3.99%

Year 2

\$1,250 added to the base
Plus the Step of \$800
4 Staff @ step 30- add \$800 for career increment section
\$500 to insurance
3% on Extra Curricular
\$50 added to lanes BA10-MA10
All totaled is 3.97%

Increase cheer coach pay for Step 5/6 up to \$1,500 per season. Adjustment to the previous steps will be by 3%.

We will split instrumental and vocal music pay between the band and vocal teachers. This will be an 80/20 split with the larger portion going to the band teacher. There will now be two lines on our schedule, one for Instrumental and one for Vocal Music.

Language Items

- No personal or unpaid leave the first 2 weeks of contract days with the exception for emergencies and other related situations, including taking a child to college, that may be granted at the discretion of Administration or the School Board.
- No personal or unpaid leave the last 1 week of contract days with the exception for emergencies and other related situations, including a child's graduation, that may be granted at the discretion of Administration or the School Board.
- Insurance- If two employees are married only the employee that is the subscriber on the insurance is entitled to take the family contribution amount. The other spouse, non-subscriber, is entitled to take the single contribution amount.
- Remove severance pay language that is currently in the contract as it is no longer applicable.
- Subd. 4: No more than three (3) teachers per day may be granted personal leave or unpaid leave. All leave is subject to administrative approval and will be granted on a first come first served basis. A teacher planning to use personal leave or unpaid leave shall notify the Principal in writing at least five (5) business or school days in advance, except in cases of emergency.

- Subd 5: (This is removing the current language under Subd 5 and replacing it with the highlighted section.) Requests for no more than three (3) days of unpaid leave may be approved for vacation in a contract year. Also, a maximum of or no more than 3 teachers may be approved for the same day(s) of leave. If granted, the teacher will be required to pay for all sub costs for each day they are gone.
- Unrequested Leave of Absence- As agreed upon by Mr. Buckridge and Mr. Van Kley. It is added under Article XIV.