

MASTER AGREEMENT

MID-STATE EDUCATION

DISTRICT #6979

AND

EDUCATION MINNESOTA LITTLE FALLS

2023-24 Contract Year

2024-25 Contract Year

MASTER AGREEMENT

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**ARTICLE I
PURPOSE**

THIS AGREEMENT, between **MID-STATE EDUCATION DISTRICT**, hereinafter referred to as **MSED**, Little Falls, Minnesota, and **EDUCATION MINNESOTA LITTLE FALLS (EMLF)** is made pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as **PELRA**, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. The Education District recognizes Education Minnesota Little Falls (EMLF) as the exclusive representative of the teachers employed by Mid-State Education No. 6979. EMLF shall have those rights and duties as set out by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The teachers of this Education District, as defined in Article III, Section 2 and Section 3, of this Agreement, shall comprise the appropriate unit covered by this Agreement, and they shall be represented by EMLF.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment. The term “terms and conditions of employment” means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of employment. This term does not mean educational policies of the Education District.

Section 2. Teacher (Professional Employee). The term “teacher” means a professional employee who is employed by the Education District in a position for which they must be licensed as a teacher by the State Board or Teaching or a State Board licensed therapist provided, however, that the term “teacher” shall not include the Executive Director, assistant Executive Director, principals, or assistant principals who devote more than 50 percent (50%) of their time to administrative or supervisory duties, or confidential employees, supervisory employees or essential employees.

Section 3. Part-Time and Substitute Teacher.

Subd. 1. Part-Time Teacher. *A part-time teacher is a teacher hired by the Education District whose employment is for less than the teacher’s basic day, as defined in Article XI or less than five (5) days per week, during the normal school day. A part-time teacher shall receive a salary on a pro-rata basis of the salary schedule in effect for the school term commensurate with their experience and training by multiplying the number of hours employed per year times their appropriate step and lane of the salary schedule.*

- a) Short-term Leave Benefits. Teachers who are part-time shall be entitled to a pro-rata portion of all short-term leave benefits and the early retirement incentive available under this Agreement, but they shall not be entitled to long-term educational leave unless otherwise provided for in this Agreement.
- b) Seniority and Insurance Benefits. Teachers who are part-time shall have the benefits of seniority and unrequested leaves of absence and pro-rated insurance benefits (provided they qualify for such coverage through underwriting conditions placed by the insurer).
- c) Former Full-Time Teachers. Teachers who were full-time and subsequently became part-time and continue to work at least one-half (1/2) the teacher's basic day, as defined in Article X, shall continue to accrue seniority from their initial day of employment and shall be eligible for unrequested leave of absence and pro-rated insurance benefits (provided they qualify for such coverage through underwriting conditions placed by the insurer) in addition to part a) above.

Subd. 2. Substitute Teacher. A long-term substitute teacher is any teacher hired by the Education District or its representative to replace a teacher who, at the time of their absence, is a teacher not within the other exclusions of the Article where the replacement employee is employed more than thirty (30) working days as a replacement for that teacher. Any substitute teacher who is licensed for the position for which the person is substituting shall be paid according to the salary schedule in effect according to Article VII, Section 2 and Section 4, beginning with the first day of employment. A long-term substitute teacher shall earn disability leave at a rate of one and one-third (1-1/3) days per month during the time the teacher is employed.

Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV

EDUCATION DISTRICT RIGHTS

Section 1. Managerial Rights. EMLF recognizes that the Governing Board is not required to meet and negotiate in matters of inherent managerial policy, which includes, but are not limited to, such areas of discretion or policy as the functions and programs of its overall budget, utilization of technology, the organizational structure, selection, and direction and number of personnel.

Subd. 1. Management Responsibilities. EMLF recognizes the right and obligation of the Education District to manage efficiently and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the Education District.

Subd. 2. Reservation of Management Rights. Except as may be otherwise expressly provided in this Agreement, all management rights and functions given the Education District under the law are reserved to it.

Section 2. New Positions. During the term of this Agreement, the Education District may, in the exercise of its managerial function, create a new position or assignment which requires the employment of a teacher. In that event, the Education District and the EMLF shall meet and negotiate the compensation

for such a position or assignment. The negotiated compensation shall be reduced to writing and be made an addendum to this Agreement.

Section 3. Vacated Positions. In the event of a vacated position, new position, or assignment, the Education District shall post for five (5) days in the Education District office a written notice of each opening and email a notice of the opening to MSED teachers assigned to outlying districts, giving qualified teachers in this bargaining unit first opportunity to apply in writing for these positions.

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 their 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 does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of EMLF, nor shall it be construed to require any teacher to perform labor or services against the teacher's will.

Section 2. Right to Join. Pursuant to PELRA, the 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 Education District of such a unit.

Section 3. Request for Dues Check Off. Teachers shall have the right to request and be allowed dues check off for EMLF pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the Education District shall deduct from the teacher's paycheck the dues that the teacher has agreed to pay to EMLF for the period provided in the said authorization. Deductions shall be terminated by EMLF giving thirty (30) days written notice to the Office of the Director of Business Affairs. Deductions shall be made twice each month and shall be transmitted to EMLF, together with a list of the names of the teachers from whom the deductions were made.

Section 4. Tax Sheltered Annuity. In compliance with IRS code and under the administrative directives issued by the Education District, a teacher may assign a portion of their income to an insurance company or other tax shelter of their choice. The Education District assumes no responsibility other than the timely mailing of the premium.

Section 5. Peer Review. The Exclusive Representative acknowledges the requirements of M.S. 122A.40 regarding Peer Review. The Exclusive Representative wishes to comply with M.S. 122A.40 with the following understandings: 1) all documents generated through the Peer Review process shall become the property of the teacher being reviewed. 2) The Peer Review process/results will not be used as a part of any discipline or employment status proceedings.

Section 6. Personnel Files. Pursuant to Minnesota Statutes, all evaluations and files generated within the Education District relating to each individual teacher shall be available to that teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file, written information in response to any material contained therein. The Education District may destroy the files as provided by law. The Education District shall expunge any material from the file which is found to be false or substantially inaccurate through the grievance procedures under Article XII, of this Agreement.

Section 7. Teacher Discipline.

Subd. 1. Suspension. No teacher shall be suspended, with or without pay, except for just cause and only after a due process hearing, and any action taken shall be subject to the grievance procedure.

Subd. 2. Reprimand or Evaluation. If a written memorandum of any oral reprimand or evaluation is to be placed in a teacher's permanent personnel file, the teacher shall be given written notice thereof within seven (7) days before placement. Within five (5) days thereafter, the teacher may request a meeting with the administrator making the oral reprimand and shall have the right to have a third party present if they desire. For the purpose of this subdivision, "days" shall be counted as in the grievance procedure.

ARTICLE VI

EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Assessment of Non-Members. All teachers covered by this Agreement who are not members of EMLF may be required by EMLF to contribute their fair share fee for the services rendered by EMLF. The Education District, upon notification by EMLF of such employees, shall check off said fee from the earnings of the employee and transmit the same to EMLF. Nothing herein shall preclude a teacher who is not a member of EMLF from disputing the amount of the fair share assessed, as provided by law; but any such dispute shall be a matter between such teacher and EMLF. The Education District shall notify EMLF of any new teachers. Upon thirty (30) days' notice in writing to the Education District of the name of the teacher(s) and the amount of the fair share fee certified by EMLF, the Education District shall deduct such fair share fee installments from such teacher's paycheck each month, and shall forward such fees to EMLF. If the status of a fair-shared teacher should change, EMLF shall notify the Education District of such change. EMLF hereby warrants and covenants that it will defend, indemnify and save the Education District harmless from any and all action, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or not liquidated, which any person may have or claim to have, now or in the future, arising out of the calculation or assessment of the fair share specified by EMLF.

Section 2. Association Leave.

Subd. 1. Six Days. At the beginning of each school year, EMLF shall be credited with six (6) days of leave time to be used by its officers and agents for the business affairs of EMLF.

Subd. 2. Reimbursement. Contract negotiations, grievance hearings, grievance and impasse arbitration, and meet and confer sessions shall not be counted as EMLF leave time; however, EMLF will reimburse the Education District for such time used, as provided in Subd. 4 of this Article.

Subd. 3. Total Number. The total number of teachers who may be on any leave under this section at any one time shall not exceed six percent (6%) of EMLF members who are also in the appropriate unit.

Subd. 4. Substitute Costs. EMLF leave is with pay, provided, however, that a deduction in the amount established for substitute daily wage shall be deducted from each teacher's salary taking such leave and for each day of such leave taken, (or EMLF may choose to reimburse the

Education District for the cost of the substitute); provided, however, that if the leave is for one half (1/2) day, three and one quarter (3-1/4) hours or less and satisfactory arrangements for the care of the teacher's classes can be made with other teachers without cost to the Education District, no salary deduction shall be made.

Section 3. Contract Maintenance and Negotiations. The Education District agrees to furnish EMLF upon request of all information concerning the financial resources of the Education District including, but not limited to, annual financial reports and audits, register of licensed teachers, tentative budgetary requirements and allocations, and agendas of all Governing Board meetings. The Education District also agrees to furnish EMLF with the names and addresses of all teachers, salaries paid thereto and educational background as permitted by law.

Section 4. Negotiations. EMLF. The Education District shall not meet and negotiate or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of the unit except through EMLF.

ARTICLE VII

BASIC SCHEDULES AND RATES OF PAY

Section 1. 2023-24 and 2024-25 Salary Schedules.

Subd. 1. Salary Schedule

If a teacher achieves a BS 54 (semester hours) lane and subsequently achieves a Master's Degree, which is a lower salary than the BS 54, the teacher will remain at the BS 54 level until the teacher earns credits for the MS 20 lane according to the procedures in Article VII, Section 3.

The wages and salaries set out in Schedule "A" and "AA", attached hereto, shall be a part of this Agreement and remain in effect until modifications are made pursuant to PELRA and this Agreement.

Section 2. Placement on Salary Schedule. The following rules shall govern placement of a teacher on the appropriate salary schedule.

Subd. 1. Compensation for Levels of Training Beyond the Baccalaureate Degree.

- a) Purpose. For those teachers seeking to improve their professional preparation, additional preparation levels have been provided in the salary schedule as a means of encouragement and assistance in such effort.
- b) Number of Credits. Each additional preparation level shall be based upon the acquisition of 10 semester hours/credits or 15 quarter hours/credits beyond the preceding level, such credits to be acquired as hereinafter provided.
- c) Credits Earned Prior to (Baccalaureate) Degree Attainment. No credit may be applied to the additional preparation levels (i.e., BS+10; BS+20, BS+30; etc.) which were earned prior to the time the Baccalaureate degree was granted; provided, however, that a maximum of five semester hour credits earned during the quarter or semester immediately preceding graduation, which credits are in excess of the graduation requirements and are in the

teacher's teaching assignment, or are directed toward an advanced degree in the area of the teacher's teaching assignment, may, at the discretion of the Executive Director, be applied to the additional preparation levels.

- d) Upper Division Courses. All credits applying to an additional preparation level must be credits earned in upper division courses. Such credits must be acceptable for a graduate degree. All such courses must be germane to the teacher's teaching assignment or be directed toward a graduate degree, which degree is germane to the teacher's teaching assignment. All courses for advancement on the salary schedule must be pre-approved by the Executive Director.
- e) Transcript. In accordance with Section 3 of this Article, all teachers requesting compensation on the basis of attainment of a preparation level shall submit to the Executive Director's office an official transcript of all credits which are to be applied in computing such additional compensation.
- f) Contracts: All contracts with teachers will be written on the preparation level attained as of March 1st; provided, however, that to correct any change of status that may occur between March 1st and September 1st amended contracts will be issued by the Governing Board at its first regular meeting in October. The effective date of any contract amended at this time shall be the same as the effective date of the original contract. However, upon the teacher presenting satisfactory evidence of change of status, such amended contracts shall also be issued at the regular January meeting of the Governing Board and shall be applicable to the last five (5) months of the school year; and in addition, upon the teacher presenting satisfactory evidence of change of status, amended contracts shall also be issued at the regular April meeting of the Governing Board and shall be applicable to the last two (2) months of the school year. The satisfactory evidence required hereunder must be submitted in writing to the Executive Director by 1 October, 1 February, and 1 April of each year to receive credit at the regular Governing Board meetings held during those months, and evidence not submitted within the time lines specified will not become effective to change the teacher's status until the next Governing Board approval meeting.
- g) Accredited College or University. All credits earned to be applicable to the provisions of this Article shall be earned in an accredited college or university, which college or university shall be accredited by NCATE or other accrediting agency recognized by the Minnesota State Department of Education.
- h) Multiple Degrees. Multiple graduate degrees at the same level will not be recognized. Only a single graduate degree at any level shall be applicable to the provisions of this Section.

Subd. 2. National Certification. Teachers who receive their Certificate of Clinical Competence (CCC) shall receive an annual stipend of \$1,000 over and above the salary schedule for each year they hold the certification. If a teacher receives the CCC during the school year, the stipend shall be awarded in the following year.

Section 3. Evaluation of Credits for Salary Lane Changes.

Subd. 1. Requests. Requests for credit evaluation for salary lane change shall be submitted on the appropriate form to the Executive Director for pre-approval or disapproval. In cases where the request is disapproved (using the criteria set forward in Subd. 3 of this section), a Credit Evaluation Committee will be used to consider the request. This committee will recommend approval or disapproval to the Executive Director. Such recommendation shall be advisory only and shall not be binding upon the Executive Director. Approval will not be unreasonably withheld. The committee will operate as outlined in Subd. 4 of this Section.

Subd. 2. Composition of Committee. The Credit Evaluation Committee shall consist of the following persons:

- a) Executive Director or their designee;
- b) Teacher;
- c) One MSED Administrator

Subd. 3 Criteria. The Credit Evaluation Committee shall use the following criteria in evaluation of credits:

- a) Requirements. The credits must meet the requirements of Article VII, Section 2, of the Agreement.
- b) Competency and Effectiveness. The course content must be such as to substantially increase the teacher's competence and effectiveness in their current teaching assignment in this Education District and shall be shown to be of substantial benefit to the Education District.
- c) Need for Further Preparation. In the event the credits in question are in courses which are within the teacher's field of "academic preparation" and current teaching assignment, the teacher shall demonstrate to the satisfaction of the Credit Evaluation Committee the need for such further preparation in such teacher's field of "academic preparation" and current teaching assignment.
- d) Methods of Instruction. In the event the credits in question are in courses which are in "methods of instruction" in the teacher's current teaching assignment, the teacher shall demonstrate to the satisfaction of the Credit Evaluation Committee the need for such further preparation and training in such teacher's "methods of instruction" in their current teaching assignment.
- e) Related Fields. In the event the credits in question are in related fields, the applicant shall demonstrate to the satisfaction of the Credit Evaluation Committee (1) the relatedness of their current teaching assignment and (2) the need for preparation in such a field.
- f) New Material. The teacher shall demonstrate to the satisfaction of the Credit Evaluation Committee that the content of the course proposed for credit evaluation is substantially new material to the applicant and does not duplicate the course content of courses previously taken by the teacher.

- g) Transcript. Before any such credit shall become eligible for application to salary lane changes, the teacher shall submit a transcript of credits and grades earned. Credits having a grade not satisfying the degree requirements shall not be considered.

Subd. 4. Submission and Action on Applications Not Previously Approved.

- a) Meeting. The committee chairperson will call a meeting of the Committee as is necessary.
- b) Consideration. The chairperson will present the application in question to the committee for consideration and action.
- c) Committee Decision. The teacher and the Executive Director shall be notified of the Committee's decision within five (5) days of the Committee's meeting.
- d) Executive Director Decision. The Executive Director shall render their decision within five (5) days of receiving the Committee's recommendation.

Subd. 5. Evaluation. The above procedure shall also be used in evaluating advanced degrees to be used for the purpose of salary lane changes. The Education District shall provide the necessary form for such evaluation.

Subd. 6. Excess Credits. If the teacher enters a degree program and applies to have such degree used in computing salary lane changes, any District approved credits not used in the degree requirements may be used for advancing on the next lane, providing that they are substantially different than those used for the degree requirements.

Subd. 7. Definitions. For the purposes of this section, the terms below shall have the meaning ascribed to them.

- a) Field of Academic Preparation. Field of academic preparation shall mean the teacher's major field of preparation as shown on the teacher's license.
- b) Methods of Instruction. Methods of instruction shall mean professional education preparation designed to prepare the individual as a teacher in their field of academic preparation.
- c) Related Fields. Related fields shall mean generally recognized subdivisions of the academic area in question, e.g., physics is a subdivision of the sciences; history is a subdivision of the social sciences, etc.

Section 4. Withholding of Increments. Lane Changes or Other Salary Increases

The Education District reserves the right, upon renewal of a teacher continuing contract, to withhold increment advancements, lane changes and any other salary increases to any teacher upon any of the following grounds: (a) inefficiency; (b) neglect of duty; (c) persistent disregard of school laws, rules, regulations, or directive; (d) conduct unbecoming a teacher which materially impairs their educational effectiveness; or (e) other good and sufficient grounds adversely affecting the teacher's effective performance of their duties; provided, further, that it is shown the teacher had failed to correct such deficiencies after having been afforded appropriate supervision and consultation. If the Education District exercises such right to withhold, it shall do so by notifying the teacher thereof in writing prior to April 1st, stating therein its grounds in reasonable detail and the supervision and consultation afforded. Within ten (10) days after receiving such notice, the teacher may request in writing a hearing before the Governing Board, and in such event a hearing will be held on the matters set out in the notice of withholding. If the

Governing Board's decision is adverse to the teacher, the teacher may, again ten (10) days after receiving the Governing Board's decision, file a request for arbitration of Article XII, Section 4, of this Agreement and proceed to arbitration as therein provided.

Section 5. Experience Credits.

Subd. 1. Full Years' Experience. Any teacher who has been employed for four and one-half (4-1/2) months or longer in this Education District during the regular school year shall be awarded one (1) increment.

Subd. 2. Successful Year. In computing the salary schedule level for teachers currently on the staff, one (1) increment shall be awarded for each successful year of experience in Education District #6979 in the same or comparable position. (A successful year means a year in which an increment was not withheld.)

Subd 3. Salary Schedule: The step and lane placement for teachers entering the Education District shall be at the discretion of the district.

Subd. 4. Specialist Salary Schedule: Staff that hold licensure in the areas of: Occupational Therapy, Physical Therapy, School Psychologist and Speech Language Pathologist, upon their hire, will be placed in the Specialist Lane on the salary schedule. If the employee's credits and degree warrant higher placement, the Education District shall take that into consideration when placing the employee on the salary schedule.

Section 6. Determination of Extended Contracts

Subd. 1. Additional Days. All teachers employed beyond the regular period of employment, as such period is defined in Article XI, Section 2, shall be issued contracts, such contracts shall specify the additional days of employment.

Subd. 2. Computation. Pay for such extended employment shall be determined by multiplying the teacher's contractual salary for the regular employment period by the ratio of the days of extended employment to the length of the regular period of employment (182 days).

Subd. 3 Stretch Calendar The listed employee categories may stretch a portion of their 182 days, a specified amount of days to be agreed upon with the Executive Director, across 12 months (first pay period to the last pay period of each fiscal year). The employee categories shall include: Occupational Therapist, Physical Therapist, Deaf/Hard of Hearing Teacher, Speech Language Pathologist, and other Low Incidence Disability certified staff at Executive Director's discretion. A calendar of the proposed work days will be submitted to the Executive Director by July 1 or within two weeks of the start date of each school year for pre-approval.

Subd. 4. Other Extended School Year Employees. Non-Mid-State Education District staff employed by Mid-State Education District for extended school year shall be issued a contract specifying the number of days and hourly rate of pay. The hourly rate of pay is found on Schedule B.

Section 7. Special Assignments.

Subd. 1. Duties outside the Classroom. The regular or normal duties for which a teacher is employed under their continuing contract include duties outside teaching in the classroom, and included in such duties are those generally shared by all teachers during the school day.

Subd. 2. Special Assignment. In addition to a teacher's regular or normal duties, the Education District assigns the teacher's special assignments with pay subject to acceptance by the teacher.

EMLF, having negotiated for compensation for extra duty assignments, recognizes a corresponding obligation on its part and on the teacher's in its appropriate unit to accept assignments for extra duties for which compensation is paid. EMLF will cooperate with the Education District to provide suitable and qualified teachers for such duty assignments.

Subd. 3. Payment for Special Assignments. Payment for special assignments will be lump sum payments, except for hourly wages submitted on a timesheet. Pay will follow Schedule B.

Subd. 4. Dual Role. At the discretion of the Executive Director, Mid-State Education District will compensate staff who have two or more disability areas of assignment that have an impact of increased duty days and/or preparation time. Compensation will be based on additional hours per week and/or additional days the role adds to the current assignment. For computation see Article VII, Section 6, Subd. 2.

Section 8. Release from Special Assignment.

Subd. 1. Classification. A teacher who has accepted a special assignment shall continue to accept the assignment in subsequent years until release as herein provided. All special assignments are listed in Schedule B.

Subd. 2 Duration of Special Assignment. A teacher may request a release from their special assignment, and the Education District shall grant the request, if a suitable and qualified replacement is available. If the Education District determines a suitable and qualified replacement is not readily available, the Education District shall grant the teacher a hearing, at which time the teacher shall be entitled to present their reasons for requesting a release. The hearing shall take place within twenty-five (25) calendar days after receiving the teacher's written request for release. The report and decision of the hearing shall be submitted in writing to the teacher within ten (10) calendar days of the close of the hearing.

Section 9. Non-Renewal of Special Assignment. If the Education District decides not to renew a teacher's special assignment, the Education District shall first give the teacher written notice, stating reasons for intention not to renew. This notice shall be received at least ten (10) calendar days prior to May 1st. If the teacher does not serve a written objection to the Executive Director within fourteen (14) calendar days after receipt of the notice, the non-renewal is effective. If a written objection is served within the fourteen (14) calendar day period, the teacher shall be granted a hearing by the Governing Board within twenty-five (25) calendar days of the filing of the objection, at which hearing the Education District must show that non-renewal is warranted by deficiencies in the teacher's standard of performance and is in the best interests of the Education District.

Section 10. The Education District reserves the right to create, abolish or leave vacant any special assignment. Prior to doing so, the Education District shall notify EMLF or its representative in writing of its intention to take such action.

Section 11. Longevity

Teachers at the start of the fifth (5th) year with the Education District will qualify for longevity thereafter in the following manner:

5 th – 9 th year.....	\$1000
10 th – 14 th year.....	\$2000
15 th – 19 th year.....	\$3000
20 st – 24 th year.....	\$4000
25 th year and beyond.....	\$5000

*A continuous year of “active” service is defined as service to the education district while under contract and without unpaid leave time. Excluding FMLA Leave which could be up to 12 weeks. A Sabbatical Leave is a pause in active service and will not count towards the continuous year of “active” service. A resignation and rehire that does not occur within the immediately following consecutive school year, will result in loss of prior years’ toward longevity.

Extended School Year Contract shall not be considered as part of continuous years of service.

Full-Time Equivalency Example: 182 (1 FTE) and 91 days (.5 FTE).

Early Childhood Teacher and School Readiness Teacher are excluded for longevity pay.

ARTICLE VIII GROUP INSURANCE

Section 1. Eligibility. All teachers employed in the Education District shall be eligible for insurance benefits, as set out in this Article.

Section 2. Employee Benefit Committee. The Employee Benefit Committee, which has been established by Education District policy, shall function to study and make recommendations to the Education District regarding insurance benefits. Such recommendations shall be advisory only and shall not be binding upon the Education District.

Section 3. Health and Hospitalization Insurance.

Subd. 1. Teachers Covered. The Education District shall provide access for each teacher covered under this Article who is eligible under the insurer’s policy and who makes a written application therefore to a health and hospitalization insurance plan as described in this section.

Subd. 2. Coverage. The health and hospitalization insurance plan herein provided shall have the coverage of the HSA. If the premium for this coverage should exceed that which is specified in Subdivision 3 during the term of this Agreement, the Education District may reduce coverage to come within said premium limitation, but in this event, the Employee Benefit Committee shall have the right to either:

- a) determine and recommend to the Education District such coverage reductions, or
- b) recommend that the same coverage be continued and teachers pay the difference in premium through payroll deduction.

Subd. 3. Premiums. The Education District shall pay no more than the following amounts annually towards the premiums for health and hospitalization insurance.

For the 2023-24 School Year:

Single Coverage Policy: Six thousand seven hundred and seventy eight (\$6,778) dollars.
Family Coverage Policy: Ten Thousand nine hundred and fifty nine (\$10,959) dollars.

For the 2024-25 School Year:

Single Coverage Policy: Six thousand nine hundred and seventy eight (\$6,978) dollars.

Family Coverage Policy: Twelve Thousand four hundred and fifty nine (\$12,459) dollars.

If the premium for any coverage is less than the limitation herein set out, the Education District shall not be required to provide additional benefits to the extent of the allowance nor to make any cash payments in lieu of coverage.

Section 4. Term Life Insurance

Subd. 1. Level of Coverage. The Education District shall pay the premium for a term life insurance policy in the amount of twenty-five thousand (\$25,000) dollars on the life of each full-time teacher employed by the Education District who is qualified for and is enrolled in such term life insurance program.

Subd. 2. Additional Coverage. If a teacher elects and the carrier allows, each teacher enrolled in the Education District's group term life insurance plan may purchase additional insurance in five thousand (\$5,000) dollar increments.

Subd. 3. Additional Premium. The teacher may request in writing the use of the services and personnel of the Education District Central Office in deducting and transmitting to the carrier the added premium for extended benefits.

Section 5. Long-Term Disability (Income Protection) Insurance. The teacher shall pay the annual premium for long-term disability (Income Protection) insurance for each full-time teacher covered under this Article. The insurance plan will provide a two-thirds (2/3) salary benefit for qualifying teachers after ninety (90) calendar days. All teachers must sign an LTD pay deduction form before the 2002-03 school year begins.

Section 6. No Cash Option.

Subd. 1. Prohibition. There shall be no teacher option which shall permit a teacher to elect the premium as a part of their salary in lieu of the insurance benefits.

Subd. 2. Additional Benefits. The teacher may, at their option, elect to extend the benefits to the term life insurance as such additional benefits are made available by the carrier. Such teacher may request in writing the use of the services and personnel of the Central Office of the Education District in deducting and transmitting to the carrier the added premium for extended benefits.

Section 7. Period of Coverage.

Subd. 1. Duration. The regular period of coverage shall be from September 1st through August 31st of the following year. For teachers working a stretch calendar the coverage will be from July 1st to June 30th.

Subd. 2. New Teachers. Teachers entering the Education District at times other than the opening of the fiscal year shall be covered by the group benefits as of the first day of the month which immediately follows employment.

Subd. 3. Termination. Coverage of a teacher who leaves the Education District employment during the school term shall cease on the last day of the month during which employment was terminated.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Terms. For the purpose of implementing this Article and determining eligibility for benefits under this Article, the following terms shall have the definitions ascribed to them:

Subd. 1. Teacher. A teacher shall be defined as in Article III, Section 2 of this Agreement. A part-time teacher (as defined in Article III, Section 3) shall share in the benefits of this Article on a prorated basis.

Subd. 2. Days. A day, for the purpose of this Article, shall be described in Article X, Section 1 of this Agreement.

Subd. 3. Immediate Family. Immediate family, as used in this Article, shall be defined as including the spouse, children, grandchildren, and the teacher's or spouse's father, mother, sister, brother, grandparents, brother-in-law, sister-in-law, foster children, or blood relatives residing with or having resided for at least a year with the teacher. Exceptions to the one-year requirement may be made by the Executive Director.

Subd. 4. In addition to other leaves and benefits provided for in this CBA, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall not run concurrently with any of the other leaves provided for in this CBA. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Section 2. Application for Long-Term Disability Insurance Benefits.

Subd. 1. Application. Teachers on disability leave who have met the requirements of the qualifying period for benefits under the long-term disability insurance coverage carried by the Education District shall make prompt application of such benefits.

Subd. 2. Qualifications. On qualifying for disability insurance benefits and notification thereof, the teacher shall be placed on an unpaid medical leave of absence and all salary payments and disability leave payments shall cease; provided, however, that any salary accrued but not yet paid to the teacher shall be paid.

Subd. 3. Retention of Unused Leave. A teacher on unpaid medical leave shall retain their unused accumulated disability leave and may continue the insurance fringe benefits at their own expense.

Subd. 4. Notification. The Education District shall notify the insurance carrier of any teacher who is on leave of absence due to personal illness or disability for more than sixty (60) days.

- a) additional two (2) days.
- b) Deduction for Substitute's Pay. This leave is with pay provided, however, that a deduction in the amount established for substitute daily wage shall be deducted from the teacher's salary for each day of such leave taken; provided, however, that when such leave of absence shall be for one-half (1/2) day or less, and satisfactory arrangements for care of such teacher's classes can be made with other instructors without cost to the Education District, no salary deduction shall be made.

Section 3. Professional Time Off (PTO) for Certified Staff.

Subd1. Definition. Professional Leave shall be effective with the 2018-19 school year. At the beginning of each school year a teacher shall be credited with eleven (11) days of Professional Leave to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. All eleven professional leave days must be used before banked leave days can be accessed. Banked leave days may only be used for illness. Please refer to Subd. 4 for use of these days.

- a) Teachers who experience an illness, injury or a maternity leave that results in an absence for more than five (5) consecutive contract days will access the Professional Leave bank on the sixth (6th) consecutive day and beyond the teacher will access the unused leave bank. The teacher must present a Qualified Physician's certification to invoke this clause.
- b) Under unusual circumstances and at the discretion of the Executive Director teachers who have already used their 11 days who have the death in the family may apply for consideration of bereavement leave from their sick bank(See Article IX. Section 4.) If the teacher has no banked time accrued, the Executive Director may approve up to three (3) days without pay. The decision of the Executive Director in either of these conditions is final and not open to the grievance process.

Subd. 2 Computation. Teacher's Professional Leave shall be computed as follows: by multiplying the number of months the teacher has worked in the Education District for this school year (a full year equaling by one and one-fifth specifically 1.22). Any fraction resulting shall be rounded off to the closest whole number. Unused professional leave may accumulate to a maximum of one hundred twenty (120) days per teacher (see Subd. 4). If a teacher works part-time, those days are recorded based on their pro-rated part-time status. If, at some point, the teacher becomes full-time, banked days will be adjusted accordingly from the date of full-time equivalency change.

Subd. 3. Application. Professional leave shall be approved only upon submission of a professional leave request setting out the dates claimed for professional leave to the Supervisor with final approval by the Executive Director or their Designee. Leave requests are to be made prior to the requested day and 48 hours prior to a request for 2 or more days not to exceed ninety (90) days in advance, on the appropriate leave form, except in case of an emergency. In cases where professional leave is used because of a personal or family illness, the leave request shall be submitted to the district office by the teacher as a matter of responsibility immediately following the absence. When accessing less than 1.0 day of professional leave, teachers may request hourly increments. Actual time absent from work during a single contract day shall be rounded up to the nearest hourly increment.

Subd. 4. Use of Accumulated Bank Time. Use of banked leave is leave with pay which shall be allowed by the Governing Board whenever a teacher's absence on teacher duty days is found to have been due to illness, injury or disability which prevents the teacher's attendance at school, and the teacher has already used all of their professional leave. Use of this leave includes illness or disability caused or contributed by pregnancy or childbirth, and may also be used for any illness or injury of an employee's child as defined in Minnesota Statute 181.940 and 181.9413. Up to 5 days per year from the accumulated banked time may be used by the employee for the serious injury or illness of a spouse or parent. The Education District may require a teacher to

furnish satisfactory evidence supporting the absence with the reason of illness or injury or disability which prevented their attendance at school and performance of duties on that day or days. A certificate from a Qualified Physician stating that the teacher's absence was due to illness or disability may be required by the Education District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of professional leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subd.5. Days Used in Excess of Allowance. A teacher shall be credited with eleven (11) days professional leave at the beginning of each school year. Unused professional leave during the school year will be added to the teacher's accumulated leave bank. At the end of the school year a maximum of one hundred twenty days (120) of leave will be carried forward to the next year. For each day of professional leave used but not accumulated, the teacher shall either have a day's pay deducted from salary by the Education district or the teacher shall reimburse the Education District a day's pay.

Subd. 6 Unused Leave and Banked Time Over 120 Days. Unused professional leave days shall be credited to the teacher's banked time on a one day of unused professional leave for one day of banked leave. The total number of days in the bank shall not be more than 120 days going into the new school year. If, at the end of the school year, a teacher's banked time is in excess of 120 days, the teacher shall be compensated up to four (4) days at the rate established for daily substitutes in effect on the first day of school for the school year.

Subd 7. Limit. The number of teachers on pre-planned professional leave at any time shall not exceed 1 teacher per neighborhood/program. Teachers who are taking Maternity Leave shall not be counted, however, all teacher Maternity Leave must use all Professional Leave before accessing leave without pay.

Subd 8. Prohibition.

- a) The use of professional leave is at the discretion of the teacher; provided however, professional leave shall not be used on MSSED parent-teacher conference days, the first or last student contact day of the school year. The pre-school workshop days and last teacher contract day, unless the Governing Board has changed such days from those originally set in the school calendar to make up days lost by reason of inclement weather or other good cause. EMLF recognized that it is the teacher's professional responsibility to be present in the classroom these days. The Executive Director, on rare occasions, may grant leave upon written request by the teacher.
- b) Teachers shall not make a request, in excess of five consecutive leave days, to the Executive Director. On rare occasions, teachers may make a written request to the Executive Director for permission to use in excess of five days of consecutive professional leave. Final approval is subject to the Executive Director approval. Each request shall stand on its own merit and shall not establish past practice.

Section 4. Jury Duty Leave.

Subd. 1. Purpose. Teachers shall be granted leave for those days the teacher is required to serve on jury duty.

Subd. 2. Assignment. Jury duty is with pay for each day the teacher would otherwise be on duty at school, but any sums paid to the teacher for jury duty on such days (exclusive of mileage allowance) shall be assigned by the teacher to the Education District.

Section 5. Civic Duty Leave.

Subd. 1. Purpose. Any teacher subpoenaed to appear before any agency, commission, board, legislative committee, arbitrator or court during the regular work day shall be provided leave with pay for each day or part thereof on which the teacher is required to be absent. The teacher shall notify the Education District of the date of pending absence as soon as possible after receipt of the subpoena, but in no event later than two (2) days prior to the date of absence.

Subd. 2 Reimbursement. The teacher shall reimburse the Education District any remuneration that may be received by the teacher up to the amount of the per diem salary received during such absence, but the teacher shall retain any mileage or meal expense reimbursement and any remuneration in excess of the teacher's per diem salary.

Section 6. Long-Term Educational Leave.

Subd. 1. Purpose. A leave of absence for not less nor more than one (1) year may be granted a teacher by the Governing Board, upon the recommendation of the Executive Director, for advanced study, exchange teaching or professional development in the field of education, or for a job experience in some other field. This leave is discretionary with the Governing Board, and the Governing Board reserves the right to withhold such leave if the Governing Board deems such leave not to be feasible or beneficial to the Education District. In the event the request is denied, the teacher shall be notified in writing of the reasons.

Subd. 2. Without Pay. Such a long-term leave is without pay or fringe benefits. The teacher, while on the long-term leave, shall retain their, including position and privileges, as earned at the time the leave commences. Applications for long-term leave shall be submitted in writing to the Executive Director, setting out dates for the proposed leave and the reasons therefore.

Subd. 3. Application and Notice of Return. Applications for long-term education leave shall be submitted at least three (3) months in advance. A teacher on long-term educational leave shall give notice, in writing to the Governing Board prior to March 1st of the year in which their leave expires, of intention to return to teaching duties at the opening of the next school year. Failure to give such notice constitutes a forfeiture of any right or claim by the teacher to their former position.

Section 7. Long-Term Medical Leave.

Subd. 1. Health Disability. A leave of absence without pay or fringe benefits, not to exceed twelve (12) months, may be granted to any teacher for health reasons by the Education District upon satisfactory evidence being presented that the teacher is suffering from a health disability which seriously impairs performance of duties. The Education District may, in its discretion and upon written application of the teacher, extend this leave for a second twelve (12) month period.

Subd. 2. Suspension. With respect to a teacher who does not request a long-term medical leave, the Education District reserves the right, provided by Minnesota Statutes, to suspend such teacher and grant a long-term leave of absence for a period not to exceed twelve (12) months for health reasons.

Subd. 3. Reinstatement. The teacher shall be reinstated to their position only upon evidence from a qualified physician that the teacher has made sufficient recovery and is capable of resuming performance of their duties in a proper manner. Whenever possible, the teacher shall give notice,

in writing to the Education District prior to March 1st of the year in which the teacher's leave expires, of intention to return to teaching duties at the opening of the next school year. In the event the teacher does not qualify for reinstatement within the leave time requested and granted, or if suspended by the Education District, within twelve (12) months of the date of suspension, the teacher's continued disability may be grounds for discharge under the procedures provided by the Minnesota statutes.

Section 8. Extended Leave of Absence. The Education District shall provide an extended leave of absence according to the provisions of Minnesota statutes.

Section 9. Sabbatical Leave.

Subd. 1. Years of Service. Sabbatical leave may be granted by the Governing Board upon recommendation of the Executive Director, to teachers who have completed seven (7) consecutive years with satisfactory service with the Education District immediately prior to making application for such leave. Consideration will be given to equalizing the granting of leaves between the elementary and secondary division. However, should either division not have applicants, the vacant spot shall be available to other divisions.

Subd. 2. Monetary Allowance. Teachers granted sabbatical leave shall be allowed one-half (1/2) the annual base salary for which they are eligible on the salary schedule for the year in which such leave is granted; provided, however, that should the sabbatical leave be for less than a full school year, such allowance shall be prorated accordingly. The allowance shall be paid in the same manner as the regular school payroll.

Subd. 3. Insurance. In addition to the salary allowance as stated above, such teacher shall be entitled to one-half (1/2) of the premium allowance for such insurance as is provided other teachers by the Education District and for which the carrier will provide coverage; provided, however, that such allowance must be applied toward payment of the premium for the eligible insurance elected.

Subd. 4. Applications. Applications for sabbatical leave from classroom teachers, librarians, counselors and other personnel in non-supervisory and non-administrative positions shall be submitted to the Education District through a faculty committee, which shall consist of the Executive Committee of EMLF and the Executive Director.

Subd. 5. Evaluation. The Executive Committee will evaluate such applications as it receives and make recommendations to the Executive Director and the Governing Board regarding all such applications.

Subd. 6. Recommendation. The Executive Director shall recommend to the Governing Board which applicants should be granted leaves.

Subd. 7. Time Lines. All applications must be properly submitted prior to January 15th of the calendar year in which the leave is to become effective. The Governing Board shall act upon such application and notify eligible candidates on or before March 15th.

Subd. 8. Components of Application. All applications shall be in writing and on the form provided, and shall state:

- a) The reason for the request;
- b) Details of such plans as to how the teacher intends to spend the time of leave;

- c) Such benefits as may be expected by the teacher and the Education District; and
- d) The date the employee will resume their duties.

Subd. 9. Approval. Approval of such leave shall be subject to the following conditions:

- a) Area of Study. The leave is taken for accredited advance study in the teacher's major area of concentration; provided, however, that the Executive Director may request leave for such teachers for retraining in a new area.
- b) Job-Related Experience. In addition to the provisions stated above, consideration may be given to a job-related experience or such other activities which, in the opinion of the Executive Director, would substantially enhance the teacher's effectiveness in their position in the Education District.
- c) Return. The teacher agrees to return to the Education District for a period of not less than two (2) years. If a teacher chooses to discontinue service during the two (2) year period for any reason other than the teacher's incapacity to teach, the teacher shall return to the Education District a prorated portion of the allowance granted under Subd. 2.

Subd. 10. Maximum Number of Sabbaticals. The maximum number of sabbatical leaves granted at any one time shall not exceed three percent (3%) of the total faculty.

Subd. 11. Status While on Leave. All rights and privileges, including status on the salary schedule and disability leave, that would have been earned by the teacher on sabbatical leave should such teacher have been actively engaged in the service of the Education District should accrue to such teacher.

Subd. 12. Other income. Teachers granted sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the sabbatical allowance; provided, however, that should the sum total of the teacher's income from all outside sources, plus the allowance provided by the Education District, exceed the full amount of such teacher's salary should any teacher remain in active service, the amount of the allowance shall be reduced accordingly.

Section 10. Childcare Leave.

Subd. 1. Purpose. Childcare leave may be used by the teacher.

- a) For pregnancy and childbirth.
- b) For postnatal care by either parent; and
- c) For care of a newly adopted child or newly placed foster child by either parent.

Subd. 2. Application. At least ninety (90) calendar days before commencement of the leave, the teacher shall submit a written application for the leave to the Executive Director, giving the expected date of delivery of the child or the expected date of placement of the child to be adopted, and the beginning and ending dates of the requested leave. In granting the leave, the Governing Board shall not be required to:

- a) Grant any leave more than twelve (12) months in duration;
- b) Start any leave more than sixty (60) calendar days after the date of birth or placement, and, so far as feasible, the teacher shall arrange the leave so as to not disturb the teaching

program of the school. If requested, the teacher will provide a doctor's certificate or any agency certificate as to the expected date of delivery or placement.

- c) Permit the teacher to return to employment prior to the date designated in the request for childcare leave.

Subd. 3. Leave Bank.

- a) The teacher may use accumulated days in the leave bank while on child care leave for an illness or disability to the mother caused or contributed to by pregnancy or childbirth or recovery there from. Use of this leave shall be applied for separately in the usual manner.
- b) All applicants must complete and return the Family and Medical Leave application forms. Any period of child care leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subd. 4. Disability Leave. The teacher may use disability leave while on childcare leave for an illness or disability to the mother caused or contributed to by pregnancy or childbirth or recovery therefrom. Disability leave shall be applied for separately in the usual manner.

Subd. 5. Without Pay. Childcare leave is without pay, unless a doctor's note accompanies the request. In such cases, the teacher shall be able to use up to 30 days accumulated (banked) Disability Leave days for the care of the child. The teacher retains their status as to position and any benefits accrued as of the date the leave commences. The teacher may continue insurance coverage at their own expense by agreeing to assume the total premium cost and to remit the premium to the Education District when due.

Subd. 6. Advancement on Salary Schedule. A teacher on child care leave shall advance on the salary schedule for the subsequent contract year only if they were actively teaching for at least four and one-half (4-1/2) months during the year in which the child care leave is taken.

Subd. 7. Insurance. A teacher who is granted childcare leave shall be granted a pro-rata portion of that part of the insurance premium provided by the district during the summer recess. Such pro-rata proportion shall be related to the number of days actually taught, the number of days in the school year and the length of the summer recess. Teachers whose childcare leave extends through the close of the school year must return to their position the following year to be eligible for such proration of benefits. Such benefits will be paid to the teacher as a reimbursement upon submission of proper evidence that the teacher did continue all insurance benefits in force during the term of the leave.

ARTICLE X

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. The term "teacher" shall mean those members of the bargaining unit as defined in Article III Section 2 of this agreement. "Seniority" shall apply to Tier 3 and Tier 4 qualified teachers only and commences with the initial date of service to the District. For seniority purposes, teachers serving on special assignments will be placed on the seniority list according to their licensure area.

Section 2. ULA: In placing any teacher on unrequested leave of absence, the District shall follow the procedures of this section.

Subd 1. Terms: Teachers shall not be placed on unrequested leave except for the following reasons: discontinuance of position, declining enrollment, or financial limitations of the District. Such a 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 District, and date stamped as received by the District, by April 1st of each year, a written statement requesting reinstatement should the position become available. 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 Governing Board.

Subd 2. Notice: Teachers placed on such leave shall receive notice by May 20th of the school year prior to the commencement of such leave with reasons for said placement. All procedures shall be completed by July 1, including notifications, possible hearings and results of the hearing.

- a. The notice shall include the right to request a hearing within 14 days from receipt of the notice.
- b. The notice shall inform the teacher that failure to request a hearing will be deemed acquiescence to the district's proposed placement.
- c. If the teacher requests a hearing, teachers proposed for placement on ULA shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement.
- d. Final school board action must take place prior to July 1 and must not occur before notice to the teacher as required above and acquiescence or notice to the teachers as required above and arbitrator decision.
- e. If the teacher properly requests a hearing, either with the District or an arbitrator, and a hearing is held, an arbitrator's determination shall be deemed final and is not subject to another grievance of this Agreement.

Subd 3. Placement: No teacher who has acquired continuing contract rights shall be placed on ULA while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. No continuing contract teacher, Tier 3 or Tier 4, shall be placed on ULA if a Tier 1 or Tier 2 employee with the same license is currently employed in a position that the Tier 3 or Tier 4 teacher could occupy.

Subd 4. Tier 3 and Tier 4 teachers shall be placed on ULA in inverse order of seniority, as calculated by the initial date of service as a licensed teacher with the District with the following exceptions:

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 Development and Evaluation Plan" required in M.S. 122A.40.Subd. 8,;
2. No teacher who has a Master's degree or higher in the field and subject matter employed shall be placed on ULA if any other qualified teacher employed in the same field and subject matter holds less than a Master's degree in the field or subject matter employed. A graduate degree of Master's or higher will not provide protection from ULA if the degree is not in the subject matter for which the teacher is employed.
3. No teacher who has received specialized education and/or professional training through the investment of District funds to become qualified for a specialized position shall be placed on ULA if any other qualified teacher employed in the same field and subject matter does not have the specialized training.
4. In the event a reduction in the 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 District based on the following steps:

- a. Years of teaching service specific to the District.
- b. Total graduate level credits beyond a bachelor's degree, including Regional ACP credits (if applicable). Included are the Masters in the field and subject matter employed.
- c. Summative evaluation outcomes from more than 1 Administrator.
- d. Lowest file folder number shall be retained.

Subd 5. Affirmative Action: This section shall not apply if its application will result in a violation of the District's affirmative action program. 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 6. Years of Service: Any teacher placed on ULA and subsequently rehired at a later date shall maintain years of service to the District and will be placed on the salary schedule as if there were no interruption of employment.

Subd 7. Teachers placed on ULA shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Subd 8. Nothing in this subdivision shall be construed to impair the rights of teachers placed on ULA to receive unemployment benefits if otherwise eligible.

Section 3. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article shall require the District to reassign a senior teacher to a different position for which they are not qualified to accommodate the seniority claims of a junior teacher.

Section 4. Reinstatement: Teachers placed on ULA shall be reinstated to the position from which they have been given leave or any other available positions 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. Reinstatement rights shall automatically cease five (5) 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, EMLF, and the qualified teacher.

Subd 1. No teacher shall be hired by the District while any qualified teacher is on ULA in that field of licensure unless the teacher fails to advise the school board of the desire to accept the position within 30 days of the date of notification that a position is available to that teacher on ULA. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has continuing contract rights is on ULA unless the position has been offered to and rejected by the teacher on ULA.

Subd 2. A teacher placed on ULA shall have rights to reinstatement for a period of five (5) years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. The teacher must submit a letter to the district office and EMLF indicating their interest in a position by February 15 of each year.

Subd 3. Notice: When placed on ULA, a teacher must file their name and address with the District office. The District must notify the teacher in writing of the potential for reinstatement when applicable positions become available. Failure of notice to reach the teacher shall not be the responsibility of the District if the District proves said notice was mailed.

Subd 4. Acceptance of Reemployment: In the event a position becomes available for a qualified teacher on ULA, the District shall mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. A teacher on ULA does not forfeit the right to reinstatement when accepting a position for less than the full time position they were placed on leave from and will have the right to refuse an offered position, but will remain on the recall list. Failure to accept, or apply the right to refuse an offered position, in writing within ten (10) day period any offer of reemployment 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.

Section 5. Seniority List:

Subd 1. The Governing Board shall annually create and post a seniority list from its records for the Tenured Certified Staff, Probationary Certified Staff, and Early Childhood Family Education/Learning Readiness Staff. The list will include the name of every teacher, their seniority date, MDE file folder number, continuing contract or probationary status, licensure area (by Tier), renewal date and current assignment with the District. The Governing Board shall then post the list, by February 20th, in an official place in the District and email notification will be provided to all teachers when the list is initially posted.

Subd 2. Request for Change: Any teacher whose name appears on the seniority list and who may disagree with the order of seniority shall have ten (10) days from the date of the notification of posting to provide proof of said error and request for the change to the seniority list.

Subd 3. Final List: Within ten (10) business days after the request for change period has ended, the District shall evaluate any and all written communications regarding the ordering of the seniority list and revise the list as appropriate. A final seniority list shall be posted in an official place in the District and email notification will be provided to all teachers. The final seniority list shall be binding to the District and all teachers.

Section 6. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the Governing Board is placing teachers on ULA, only those licenses actually received in the Executive Director's office for filing as of January 15th of such year shall be considered for purposes of determining layoff within area of licensure for the following school year. A license filed after January 15th shall be considered for the purpose of recall but not for current reduction.

Section 7: 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 Education District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualifies the teacher for the teacher's current assignment, the Education District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Section 8. Challenge: Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures described above and therefore shall not be subject to the grievance procedure.

ARTICLE XI
HOURS OF SERVICE

Section 1. Basic Day. The teacher's basic day, exclusive of lunch, shall be seven and one-half (7-1/2) hours. The lunch period shall be thirty (30) minutes duty free.

Section 2. Prep Time. As provided by state law, the negotiated prep time will apply. Teachers will receive preparation time as follows: A total of two hundred fifty (250) minutes per week.

Section 3. Building Hours. The specific hours at any individual building may vary according to the needs of the educational program of the Education District. The specific hours for each building will be designated by the Education District.

ARTICLE XII
LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days. When possible, the Education District shall, prior to April 1st of each school year, establish a 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 Education District, including those legal holidays on which the Education District is authorized to conduct school, and pursuant to such authority has determined to conduct school. If the Education District should make any other changes in the school calendar, the Education District shall first give notice of the intended change and confer with EMLF about the proposed change.

Section 2. Period of Employment. Pursuant to the foregoing section, the Education District has established that there will be 182 teacher duty days. Of the teacher duty days, three (3) shall be workshop days.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Definitions.

Subd. 1. Grievance. A grievance is an alleged violation or misapplication of any provision of this Agreement.

Subd. 2. Grievant. A grievant is a teacher who has a grievance and is directly affected thereby. A group of teachers having the same grievance may sign the same grievance form and have their grievance processed with the others in one proceeding, each member of the group retaining the individual's right to appeal to a higher level. In addition, if the grievance directly affects all the teacher's in the appropriate unit, any duly authorized officer of EMLF may be a grievant and assert the grievance on behalf of all the teachers.

Subd. 3. Days. Days means all calendar days, but excluding all Saturdays and Sundays. In addition, all days during the school term designated by the Governing Board as vacation days (as distinct from recess days) and all days outside of the school term when the Education District Central Office is officially closed because such day has been designated as a holiday by state law shall also be excluded. In computing any period of time herein provided, the date of the event or default for which the period of time begins to run shall not be counted. The last day of the period shall be counted unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

Subd. 4. Representation. A grievant may be represented at any time in the grievance or arbitration procedure by a representative of EMLF or by any other person.

Subd. 5. Levels. The grievance procedure shall consist of two (2) levels plus an arbitration level. If the supervising administrator is not responsible for the decision causing the grievance, the grievance may begin at Level II of the grievance procedure.

Subd. 6. Failure to Observe Time Limits. A grievance arises when the grievant knows or should have known of the events giving rise to the grievance. Failure to file a grievance within the time specified shall be deemed a waiver of the grievance.

Section 2. Level I.

Subd. 1. Written Submission. Within fifteen (15) days of the time a grievance arises, the grievant shall file with their supervising administrator, the "Employee Claim of Grievance". Within seven (7) days of such filing, the grievant, a representative of EMLF and the grievant's supervising administrator shall meet to attempt to resolve the claim or grievance. Within seven (7) days of such meeting, the supervising administrator shall give their decision in writing to the grievant. If the grievance is denied, the supervising administrator shall state in reasonable detail the reasons for the denial.

Subd. 2. Jurisdiction. If the grievance is not within the jurisdiction of a Level I supervising administrator, the grievance may be initiated at Level II. In such instances, the "Employee Claim of Grievance" shall be filed within ten (10) days of the time the grievance arises.

Section 3. Level II

Subd. 1. Written Submission. If the grievance is not settled at Level I, the grievant may, within five (5) days of receipt of the supervising administrator's decision, submit to the Executive Director a written "Employee Claim of Grievance," signed by the grievant. A copy shall be given to the supervising administrator at the same time.

Subd. 2. Meeting. Within fifteen (15) days of the receipt of the "Employee Claim of Grievance", the Executive Director, or such other person as may be designated, shall meet with the grievant. At least one Governing Board member shall attend the meeting. Within ten (10) days after the Level II hearing, the Executive Director or other representative shall give the decision on the grievance in writing. The decision shall include statements in reasonable detail for the action taken.

Section 4. Level III. Arbitration.

Subd. 1. Appeal. If the grievance is not resolved at Level II, either the grievant or the Governing Board shall have the right to appeal the dispute to an arbitrator. The appeal shall be filed in the Executive Director's office within fifteen (15) days from the date the written decision of Level II is received by the grievant. If the Governing Board appeals, a copy of the appeal shall be provided the grievant and the EMLF.

Subd. 2. Arbitration Procedures.

- a) Selection. Within ten (10) days after the appeal is filed, the appealing party shall file a written request with BMS for a list of five (5) arbitrators. The appealing party shall provide the other party with a copy of such request. The parties shall alternately strike names from the list until one (1) name remains and that person shall be the arbitrator. A flip of the coin shall determine who strikes first. Failure to agree upon an arbitrator or the

failure to request an arbitrator within the time periods provided shall constitute a waiver of the grievance.

- b) Hearing. The arbitrator shall schedule a hearing, at which each party shall have the right to representation as they may choose and the opportunity to submit evidence, offer testimony, and make written or oral arguments.

c) Powers of Arbitrator.

- 1) Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances which are properly before the arbitrator under the provisions of this Article. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. They shall have no power to establish salaries different from those established in this Agreement.
- 2) Consideration. The arbitrator, in considering any issue, shall give due consideration to:
- a) Teachers. The statutory rights and obligations of the teacher or teachers; and
- b) Governing Board. The statutory rights and obligations of the Governing Board, which in the exercise of its inherent managerial policy operates the affairs of the Education District for the various public interests therein represented.
- c) Decision. The decision of the arbitrator shall be made within twenty (20) days after the close of the hearing. There shall be no appeal of an arbitrator's decision if within the scope of their authority as herein set out, and such decision shall be final and binding on the parties.
- d) Expenses. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other.
- e) Time Limits and Level Waiver. Failure by either party to advance a grievance within the timelines of the grievance procedures shall constitute a waiver of the grievance.

Section 5. Other Proceedings. While a teacher has a proceeding pending in another forum, the subject matter of which may constitute a grievance under this Agreement, the teacher waives their right to pursue it to arbitration under this Section. Another forum is defined as including, but not limited to, a proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency or state agency.

ARTICLE XIV

MATCHING ANNUITY PROGRAM

Section 1. Eligibility. The Matching Annuity Program will be implemented beginning with the 2002-2003 school year, subject to M.S. 356.24 and Internal Revenue Code 26U.S.C. 403(b). Teachers who are employed by the Education District on a regular (not substitute) teacher contract are eligible to participate in the Matching Annuity Program. Part-time teachers shall earn prorated contribution benefits.

Teachers on extra-duty assignments or extended contracts shall earn no more than the yearly Education District contribution level corresponding to their respective years of service. Effective with the 2005-06 school year, a teacher, who during the year of retirement receives long-term disability insurance benefits is still eligible for the Matching Annuity balance due upon retirement. A teacher must not be receiving unemployment compensation to be eligible for the Matching Annuity balance due upon retirement.

Section 2. Match Donations. Yearly contributions made by the Education District to a qualified employee's Matching Annuity shall be deducted from the \$45,000 (or \$43,000) contribution with any balance remaining due to the eligible employee upon retirement. One-fifth of the remaining balance will be paid in the first pay period in each July following retirement for five years. Teachers retiring before their fifty-seventh (57th) birthday will receive their first payment of the balance due in the month following their fifty-seventh (57th) birthday and the last four (4) payments on the first pay periods of the next four (4) fiscal years. Teachers choosing not to participate in the matching annuity program will have their guaranteed lifetime cap reduced by the amount of match they would have been eligible for.

Section 3. Taxes on the Balance. The Education District will issue an IRS statement to reflect payments received on the remaining balance. Payment one (1) will be reported on the W2 issued for the year of the first payment. Payment two (2) will be reported on an IRS statement in the first new calendar year following retirement, as will payments for years 3 through 5.

Section 4. Payments. Teachers shall be eligible for Matching Annuity payments, payable by the Education District in ten (10) monthly payments beginning in September of each year when they select to participate in an approved Matching Annuity Program.

Section 5. Match Amounts/Match Matrix. The following matrices shall be used to determine the maximum Education District contribution levels per school year.

Match Matrix for the 2003-2004

Year

Years of Service	Match Contribution
1 - 3	No Match
4 - 10	\$ 500
11 - 13	\$1,000
14 - 20	\$1,500
21 +	\$2,000

Maximum Education District Contribution: \$45,000

**For the 2004-2005
Year and Thereafter**

Years of Service	Match Contribution
1 - 3	No Match
4 - 10	\$ 750
11 - 13	\$1,250
14 - 20	\$1,750
21 +	\$2,000

Maximum Education District Contribution \$43,000

Section 6. Teachers Covered. Any teacher with fifteen (15) years of service in the Education District, if said teacher has attained eligibility for Teacher's Retirement Association (TRA) or the Public Employees Retirement Association (PERA) benefits, shall be eligible for an Education District contribution with a guaranteed lifetime sum of \$43,000.

Subd. 1. For teachers hired after July 1, 2008, the lifetime contribution cap becomes \$30,000.

Section 7. Deadline. By September 1st of each year, eligible teachers shall declare their intent to participate in the Matching Annuity Program by submitting a signed Intent to Participate form to the Education District Payroll Office. Responsibility for filing an Intent to Participate form each year is solely the responsibility of the teacher. Failure to file an Intent to Participate form by September 1st or thirty days after hire date shall exclude the teacher from participation in the Matching Annuity Program during that school year. Teachers newly eligible for the Matching Annuity Program shall receive a notice of eligibility from the Education District prior to August 1st of the year of initial eligibility (teachers not receiving the eligibility notice shall be permitted to submit their Intent to Participate form after September 1st). An Intent to Participate form must be signed and submitted only if the teacher desires to change the amount of their contribution/match for some reason. Once received by the Education District, the Intent to Participate forms are irrevocable for that school year and will continue for each subsequent school year unless modified by the teacher who must submit a new form by September 1st and also notify the annuity carrier.

Section 8. Separation of Services. Teachers who, for whatever reason, leave the service of the Education District prior to retirement shall retain ownership of Education District contributions and personal contributions made on their behalf to the date of discontinuance of service. The Education District shall retain no current or future liabilities for said investment programs as a result of the severing of service. Teachers whose service ends before they have met the age and service requirements provided for in Section 1 of this Article shall waive all rights to that benefit. A teacher eligible for the Matching Annuity Program as defined in this Article or their estate shall receive the Education District benefit of \$43,000 (balance due) if the teacher dies or is otherwise eligible for permanent TRA disability. If the Education District has met the maximum Education District contribution lifetime limit (\$43,000) in match contributions, the teacher or their estate shall not be eligible to receive further Education District match contributions or be entitled to a balance payment upon retirement/separation of services. As referenced in Subd. 1. Above, for teachers hired after July 1, 2008, this benefit of \$30,000; this employee is also not eligible for any balance which may be remaining between the amount matched and the \$30,000.

Section 9. Excess Teacher Contributions. Teachers who participate in the Matching Annuity Program may contribute any dollar amount in excess of the maximum yearly Education District contribution. IRS rules control the total maximum amount any teacher may contribute to an Annuity Program.

Section 10. Approved Vendors. The Education District and the teacher will direct their contributions to the same state-approved Matching Annuity Company selected by the teacher pursuant to M.S. 356.24 and the match matrix. The Education District will match a teacher's contribution dollar-for-dollar, up to the maximum yearly Education District contribution provided for the match matrix. When considering vendors, the education district and the exclusive representative of the employees shall consider all of the following:

- i. The vendor's ability to comply with all employer requirements imposed by section 403(b) of the internal revenue code of 1986 and its subsequent amendments, other provisions of the internal revenue code of 1986 that apply to section 403(b) of the internal revenue code, and any regulation adopted in relation to these laws;
- ii. The vendor's experience in providing 403(b) plans;
- iii. The vendor's potential effectiveness in providing client services attendant to its plan and relation to cost.
- iv. The nature and extent of rights and benefits offered under the vendor's plan;
- v. The suitability of the rights and benefits offered under the vendor plan
- vi. The vendors' ability to provide the rights and benefits offered under its plan and
- vii. The vendor's financial stability
- viii. The Education District will make matching contributions to annuity plans offered by vendors that meet criteria i-vii that are mutually agreed to by the Education District and Education Minnesota Little Falls. The current five approved investment vendors include: American Funds through 403bASP, Ameriprise Financial Services Inc, Education Minnesota/ESI Education Minnesota, Fidelity, or VALIC.

Section 11. Investment Responsibilities. Management of both the portfolio or individual investments and the Education District contributions shall be solely the responsibility of the teacher in whose name these investments have been made. The Education District assumes no current or future liability for contributions made to these plans or for investment earnings (losses) which may accrue in these portfolios as a result of investment decisions which are made by the teacher.

Teachers are not to construe the Plan or the Education District contributions to the Plan or the opportunity of the teacher to match such contributions as legal, tax, or investment issues relating to contributions in the Plan. The Education District has neither reviewed nor approved any investment programs which the teacher may obtain by way of contributions under the Matching Annuity Program.

Upon participation in the Plan, the teacher agrees to indemnify and hold harmless Education District #6979 from any adverse investment experience arising from or connected with contributions to the Matching Annuity Program.

Section 12. Retirement. The teacher shall submit a written retirement letter to the Education District prior to March 1 of the school year at the end of which the teacher wishes to retire. A teacher submitting such a letter shall be eligible for the balance of the guaranteed payout of the matching annuity program.

Subd. 1. Subject to the limitations listed here, the Education District will contribute an amount equal to the value of the employee's balance on the severance pay as described above in Section 2 directly into the retiree's 403(b) account following the payout schedule in Section 3. The retiree will not receive any direct payment from the School District for severance pay.

Subd. 2. The Education District's annual contribution into the retiree's 403(b) account must not exceed the IRS contribution limit. If the retiree has balance on severance pay remaining after the limit is reached in the year of separation, the Education District will make a yearly contribution up to the IRS maximum into the retiree's 403(b) account during the five (5) year payout of the balance of the severance pay.

Subd. 3. The Education District will only make contributions to investment vendors that have hold harmless agreements on file with them. For purposes of calculating the maximum deferral limit, the Education District will provide the retiree with the contribution information for the

previous twelve (12) months. The retiree will then submit the calculation of maximum deferral from the vendor to the Education District.

Section 13. Health Insurance Benefits. A teacher who retires will be entitled to continued coverage in the Education District's group health insurance program pursuant to law. A teacher that elects to remain in the Education District's health insurance program will receive a contribution from the Education District towards their Minnesota State Retirement System—Post Retirement Health Care Savings Plan (MSRS PRHCSP) account. The amount of the Education District's contribution shall be at the same rate paid for single teacher contributions in the last year of employment that the teacher retires. This contribution shall apply only to the coverage of the teacher, not the teacher's spouse.

Beginning with the 2007-2009 contract, current employees (those hired prior to July 1, 2008) will have \$600 per year deposited into an MSRS PRHCSP account on every September 15th. At time of retirement, the total amount of dollars deposited will be calculated; this dollar amount will be subtracted from the sum of six times the amount of single insurance premiums (the amount the district contributes toward the single insurance at time of retirement), and the balance remaining will be paid in three installments into the MSRS PRHCSP account. One payment will be made at time of retirement; the second payment will be made one year later; the third payment will be made one year after the second payment. To be eligible for this benefit, an employee must be participating in the district's insurance plan at time of retirement. If during the three years post retirement pay out timeframe the retired employee dies, the remaining payments will be made to the designated beneficiaries of the deceased employee; in the event there are not designated beneficiaries, payout will be made to the estate of the deceased.

Teachers hired after July 1, 2008, will not be eligible for an insurance payout benefit. For teachers hired after July 1, 2008, \$600.00 per year, every September 15th, will be deposited into the MSRS PRHCSP account. Teachers hired after September 15th will receive a pro-rated amount of the \$600.00. No additional deposits will be made after retirement for these teachers.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 1. Meet and Confer. The Education District and EMLF shall meet and confer according to PELRA.

Section 2. Meet and Negotiate. The Education District and EMLF shall meet and negotiate according to PELRA and this Agreement.

Section 3. Effects of Laws, Rules and Regulations. EMLF recognizes that all teachers covered by this Agreement, shall perform the teaching and non-teaching services for which employed by the Education District and shall be governed by the Statutes of the State of Minnesota and by Education District rules, regulations, directives and orders issued by properly designated officials of the Education District. EMLF also recognizes the right, obligation and duty of the Education District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Education District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the Education District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions 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. Licenses, Two or More. For certified staff members who are required to maintain two or more licenses/certifications beyond their first license qualifying them for their position, Mid-State will reimburse the staff person for the additional license(s) relevant to their position.

ARTICLE XVI

DURATION

Section 1. Terms and Reopening Negotiations. Except as may be otherwise provided herein, this Agreement shall remain in full force and effect for the period commencing July 1, 2023 through June 30, 2025, and therefore until modifications are made pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations for the subsequent contract prior to March 1st of the calendar year in which the Agreement expires.

Section 2. Effect. This Agreement constitutes a full and complete agreement between the Education District and EMLF representing the teachers of the Education District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, past practices, Education District policies, rules or regulations concerning terms and conditions of employment.

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, except as otherwise provided in Article IV, Section 2 (New Positions).

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

Section 5. Continuous Service. During the term hereof, teachers shall perform services, including special assignments, consistent with Minnesota Statutes. This section shall be void if the PELRA is amended to restrict the teacher's limited right to strike.

ARTICLE XVII

EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS TEACHERS

Section 1. Statutory Consideration. Pursuant to M.S. 122A.26, an Early Childhood Family Education/School Readiness (ECFE/SR) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for communication aid or ECFE aid must meet licensure requirements as a teacher. However, .S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1. or M.S. 122A.41, Subdivision 1.

Subd. 1. Teachers in the ECFE programs and the School Readiness programs must have specific licensure in Early Childhood Education, Parent Education or Pre-Kindergarten.

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the Education District shall have the unqualified

right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Lay off and Recall: ECFE Teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the Education District .

Subd. 1. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

- a) Given the fluidity of the program, increasing/decreasing work assignments by up to two classes will not be considered an increase/reduction of contract.
- b) If program cuts result in permanent loss of position or reduction of contract greater than two classes per week, the reductions will be made in inverse order of seniority.
- c) ECFE/SR teachers will be placed on lay off for a period of up to 36 months and shall be rehired in order of seniority at the same step and lane that they were on when placed on lay off.

Subd. 2. As additional funding of the basic ECFE/SR programs becomes available, the District will offer additional hours to the most senior ECFE/SR hourly teachers.

Subd. 3. If all of the above conditions have been met, the District will have the right to post and hire additional staff to fill the needs of the basic ECFE/SR programs.

Subd. 4. If an ECFE/SR non-probationary teacher has been approved for a leave of absence following the guidelines in the master agreement, the person replacing the teacher on leave will have no expectations or rights for retaining those hours, or a similar number of hours, upon the completion of the teacher's leave of absence. The teacher on leave retains seniority rights.

Section 5. Compensation. Placement on the separate ECFE/SR Salary Schedule, see ECFE Salary Schedule, shall be determined by the same requirements that are stated in the Master Agreement Article VII, Section 2 to determine the original placement of the ECFE/SR teacher on the salary schedule, proof of credits earned must be presented upon hiring. A successful year of teaching will result in the awarding of one (1) increment on the salary schedule.

Section 6. Leave.

Professional leave shall be earned hourly and shall be prorated based on total hours worked per year divided by 1365 (182 x 7.5) multiplied by 82.5 (11 x 7.5). Any fraction resulting shall be rounded off to the closest whole number. Professional leave must be taken for the total hours of the individually assigned daily teaching sessions. Unused professional leave may accumulate to 600 hours in a leave bank. If any ECFE teacher's banked time at the end of the school year is in excess of 600 hours, ECFE teachers shall, at the end of the school year, be compensated at the rate established for daily substitutes.

Subd. 1. Definitions. Disability leave is leave with pay which shall be allowed by the Governing Board whenever a teacher's absence on teacher duty days is found to have been due to illness, injury or disability which prevents the teacher's attendance at school, and includes illness or

disability caused or contributed to by pregnancy or childbirth, and may also be used for any illness or injury of an employee's child as defined in Minnesota Statute 181.940 and 181.9413.

Subd. 2. Sick Leave: Sick leave will be based on the basic ECFE/SR contracted hours given at the beginning of each school year, and/or session (if hours have changed from session to session), and will not include travel hours. Each teacher will be credited with 6.5% of contracted hours for sick leave per session. Sick leave may accumulate to 250 hours. All sick leave shall be approved by the Executive Director's Designee. Such requests shall be made on the appropriate leave form upon return to duty.

Subd. 3. Verification of Illness. The Education District may require a teacher to furnish satisfactory evidence that absence was by reason of illness or injury or disability, which prevented their attendance at school and performance of duties on that day or days. The disability leave form signed by the teacher shall be deemed satisfactory evidence; provided, however, if the Education District has a reason to believe that disability leave has been misused, the Education District may require a teacher to provide additional evidence. A certificate from a qualified physician stating that the teacher's absence was due to illness or disability shall be satisfactory.

Subd. 4. Personal Leave: ECFE personnel who teach 1-3 classes per week will receive 3 hours of personal leave per ECFE session. ECFE personnel who teach 4 or more classes will receive 6 hours of personal leave per ECFE session... Employees who work both the Fall and Winter/Spring session will earn a maximum of 12 hours of personal leave.

- a) Employees may accumulate up to 24 hours. Such leave may be carried over from year to year to a maximum of 24 hours.
- b) Employees shall inform the Executive Director's designee regarding payment or accumulation of leave by each June 1.
- c) Advance Notice: Request for personal leave shall be submitted to the Executive Director's designee at least forty-eight (48) hours in advance, but not to exceed thirty (30) days in advance, on the appropriate form, except in case of an emergency.
- d) Limit: The number of ECFE personnel on leave at any time shall not exceed one (1) or 6% of ECFE staff covered by this agreement.

Subd. 3. Bereavement Leave:

- a) Immediate Family. Teachers shall be entitled to leave not to exceed ten (10) consecutive school calendar days for each death in the immediate family to attend the funeral and affairs in connection therewith.
- b) Staff may use accrued sick leave for paid leave or at employee's choice take leave without pay.

Subd. 4: Illness in the Immediate Family.

- a) Number of Days. Teachers shall be entitled to sick leave for a serious illness or injury of an emergency nature in the immediate family.
- b) Verification. The Education District may require the teacher to furnish satisfactory evidence for granting of this leave in the same manner for a teacher's own disability leave.

- c) Deduction. Such leave of absence shall be deducted from the teacher’s accumulated disability leave.

Section 7. Prep Time: ECFE/SR teachers will receive weekly preparation time at a rate of .2 hours of prep time for each contact hour of teaching. Contact hour shall be those hours that ECFE/SR classes have parents and/or children in attendance. Non-teaching assignments that are part of a teacher’s contracted hours will not be included in the calculation of prep time. There will be a minimum of one hour prep for each person with a teaching assignment.

Section 8. 403b Benefits: Based upon the work agreement for each year which includes contract hours, ECFE teachers shall earn prorated benefits in accordance with the yearly Education District contribution matrix, based on their actual years of service and their estimated number of hours to be worked in each contract year. The Education District will make the matching payments in ten (10) monthly payments beginning in September of each year when the ECFE teachers select to participate in a matching program.

Section 9. Applicable Sections of the Master Agreement: ECFE teachers shall be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

- Article I.....Purpose
- Article II.....Recognition of Exclusive Representative, Sections 1 & 2
- Article IV.....Education District Rights, Section 1, Subd. 1 & 2
- Article V.....Teacher Rights, Sections 1, 2, 3, 4, 6 & 7
- Article VI.....Exclusive Representative Rights, Sections 1, 3 & 4
- Article VII.....Basic Schedules and Rates of Pay, Sections 2, 3 & 7
- Article IX.....Leaves of Absence, Sections 7, 8 & 10
- Article XII.....Grievance Procedure
- Article XIII.....Matching Annuity Program: ECFE teachers may participate in the 403b matching program outlined in Sections 1, 9, 10, & 11 as modified by Section 8 of this article.
- Article XIV.....Miscellaneous Provisions, Sections 1 & 2

Section 10. Sections of the Master Agreement NOT Acceptable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

- Article III.....Definitions
- Article IV.....Education District Rights, Section 2 & 3
- Article V.....Teacher Rights, Sections, Section 5: MS 122A .40 does not apply except in regards to the Peer Review Process.
- Article VI.....Exclusive Representative Rights, Section 2: Association Leave does not apply as written.
- Article VII.....Basic Schedules and Rates of Pay, Section 1 and 4 does not apply (replaced by language of this Article). Sections 5 & 6 do not apply. Special Assignments does not apply.
- Article VIII.....Group Insurance does not apply.
- Article IX.....Leaves of Absence, Sections 1,2, 3, 4, 5, 6, 9 and 11 do not apply.
- Article X.....Hours of Service does not apply.
- Article XI.....Length of School Year does not apply.

Article XIII.....Matching Annuity Program: Sections 2, 3, 4, 5, 6, 7, 8, 12 & 13 do not apply.

Article XIV.....Miscellaneous Provisions, Section 3 does not apply.

Article XV.....Duration, Section 3 does not apply.

Section II. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the Education District and modified from time to time based upon the needs of the program.

Subd. 1 Determining Contracted Hours: To determine the number of contracted hours, the following criteria in the order stated will be used for an ECFE teacher with a continuous contract:

- a) The seniority list will be used in descending order.
- b) Teachers working one evening a week will be offered daytime hours if available. Daytime hours are those offered between the hours of 8:00 AM and 6:00 PM.
- c) Teachers willing to work 2 evenings per week will be given additional hours based on seniority and proper licensure.
- d) If a teacher chooses to reduce the number of evenings worked per week, the number of daytime hours may also be reduced and offered to other staff according to the above criteria, seniority and proper licensure.
- e) Included in the contracted assignments for the year (for ECFE staff only), are in-service hours and bimonthly staff meeting hours. Additional workshop hours will be granted on available funds and administrative discretion.
- f) Any additional hours, including basic day, evening or experimental hours shall be offered to those ECFE teachers interested, based on seniority and proper licensure.

Subd. 2. Basic Assignments plus Temporary or Experimental Hours: If a portion of the teacher's annual allocation of hours of employment includes hours that are funded as temporary or experimental ECFE programs, then their annual total allocation of hours employed for the next school year will be limited to those hours which were not funded by the temporary or experimental programs. The experimental and temporary hours of employment for ECFE hourly teachers are subject to the Memorandum of Understanding for such hours of employment.

Subd. 3. Temporary or Experimental Hours in Lieu of Basic Assignments. The teacher and the District may mutually agree to reduce all or part of a teacher's basic assignment for the purpose of replacing such hours with temporary or experimental hours. If these temporary or experimental hours are subsequently reduced, the teacher will be restored to the number of hours that constituted their basic assignment prior to the agreement to reduce such hours. The experimental and temporary hours of employment for ECFE hourly teachers are subject to the Memorandum of Understanding for such hours of employment.

Subd. 4. Annual Notice of Assignment Contents: Assignments which include hours for programs listed under Subd. 2 and Subd. 3 of this article must be identified in writing on the attached annual Notice and Agreement of Assignment form.

TEACHER SALARY SCHEDULE 2023-2024

Increment	BS	BS+10	BS+20	BS+30	BS+40/MS	BS+54/MS+10	MS+20	MS+30	MS+60/SPEC	PHD	Semester Quarter
	BS	BS+15	BS+30	BS+45	BS+60/MS	BS+80/MS+15	MS+30	MS+45	MS+60/SPEC	PHD	Semester Quarter
1	44804	46697	48593	50487	52378	54272	56168	58061	59240	60772	
2	46323	48340	50353	52364	54376	56387	58399	60414	61593	63362	
3	47847	49973	52109	54236	56371	58505	60633	62762	63940	65474	
4	49368	51616	53868	56115	58368	60615	62864	65118	66296	68065	
5	49368	53259	55628	57994	60363	62728	65098	67466	68644	70413	
6	49368	53259	57386	59873	62357	64845	67330	69817	70996	73849	
7	49368	53259	57386	61752	64353	66959	69561	72165	73345	75114	
8	51629	55579	59767	64199	66838	69482	72126	74770	75948	77717	
9	51629	55579	59767	64199	66838	69482	72126	74770	75948	77717	
10	51629	55579	59767	64199	66838	69482	72126	74770	75948	77717	
11	52683	56633	60822	65256	67893	70538	73181	75825	77005	78774	
12	52683	56633	60822	65256	67893	70538	73181	75825	77005	78774	
13	52683	56633	60822	65256	67893	70538	73181	75825	77005	78774	
14	52683	56633	60822	65256	67893	70538	73181	75825	77005	78774	
15	52683	56633	60822	67248	69886	72530	75173	77817	78996	80765	
16	52683	56633	60822	67248	69886	72530	75173	77817	78996	80765	
17	52683	56633	60822	67248	69886	72530	75173	77817	78996	80765	
18	52683	56633	60822	67248	69886	72530	75173	77817	78996	80765	
19	52683	56633	60822	69235	71872	74517	77161	79804	80984	82753	
20	52683	56633	60822	69235	71872	74517	77161	79804	80984	82753	
21	52683	56633	60822	69235	71872	74517	77161	79804	80984	82753	
22	52683	56633	60822	69235	71872	74517	77161	79804	80984	82753	
23	52683	56633	60822	70220	72858	75502	78146	80790	81968	83737	

TEACHER SALARY SCHEDULE 2024-2025

Increment	BS	BS+10	BS+20	BS+30	BS+40/MS	BS+54/MS+10	MS+20	MS+30	MS+60/SPEC	PHD	Semester
	BS	BS+15	BS+30	BS+45	BS+60/MS	BS+80/MS+15	MS+30	MS+45	MS+60/SPEC	PHD	Quarter
1	46596	48565	50537	52506	54473	56443	58415	60384	61610	63203	
2	48176	50274	52367	54459	56551	58642	60735	62830	64057	65896	
3	49761	51972	54194	56405	58626	60845	63058	65272	66498	68093	
4	51342	53681	56023	58360	60703	63040	65378	67722	68948	70787	
5	51342	55390	57853	60313	62777	65237	67702	70164	71390	73230	
6	51342	55390	59682	62268	64852	67439	70023	72610	73835	76803	
7	51342	55390	59682	64222	66927	69638	72344	75051	76279	78119	
8	53694	57802	62157	66767	69511	72262	75011	77761	78986	80826	
9	53694	57802	62157	66767	69511	72262	75011	77761	78986	80826	
10	53694	57802	62157	66767	69511	72262	75011	77761	78986	80826	
11	54791	58899	63255	67866	70609	73360	76108	78858	80085	81925	
12	54791	58899	63255	67866	70609	73360	76108	78858	80085	81925	
13	54791	58899	63255	67866	70609	73360	76108	78858	80085	81925	
14	54791	58899	63255	67866	70609	73360	76108	78858	80085	81925	
15	54791	58899	63255	69938	72681	75431	78180	80930	82156	83996	
16	54791	58899	63255	69938	72681	75431	78180	80930	82156	83996	
17	54791	58899	63255	69938	72681	75431	78180	80930	82156	83996	
18	54791	58899	63255	69938	72681	75431	78180	80930	82156	83996	
19	54791	58899	63255	72004	74747	77498	80247	82997	84223	86063	
20	54791	58899	63255	72004	74747	77498	80247	82997	84223	86063	
21	54791	58899	63255	72004	74747	77498	80247	82997	84223	86063	
22	54791	58899	63255	72004	74747	77498	80247	82997	84223	86063	
23	54791	58899	63255	73029	75773	78522	81271	84022	85246	87086	

SCHEDULE "B"

Mid-State Education District

Little Falls, MN

SPECIAL ASSIGNMENT SCHEDULE

BASE SCHEDULE: BASE

2019-2020 \$5000

2020-2021 \$5000

RATIO

- I. Other Extended School Year Employees
Hourly Rate for Other Teachers

\$18.00 per hour

ECFE/SR SALARY SCHEDULE 2023-2024

INCREMENT	BS		BS+10		BS+20		BS+30		BS+45/MS		BS+54/MS+10		MS+20		MS+30		MS+45		Semester Quarter	
	BS	BS+15	BS+10	BS+15	BS+20	BS+30	BS+45	BS+30	BS+45/MS	BS+60/MS	BS+54/MS+10	BS+80/MS+15	MS+20	MS+30	MS+45	MS+30	MS+45	MS+30	MS+45	Semester
1	29.00	30.14	30.14	31.27	31.27	32.40	32.40	32.40	33.55	33.55	34.72	34.72	35.82	35.82	36.95	36.95	36.95	36.95		
2	30.06	31.25	31.25	32.48	32.48	33.68	33.68	33.68	34.90	34.90	36.11	36.11	37.34	37.34	38.58	38.58	38.58	38.58		
3	31.10	32.37	32.37	33.68	33.68	34.99	34.99	34.99	36.28	36.28	37.58	37.58	38.90	38.90	40.17	40.17	40.17	40.17		
4	32.13	33.52	33.52	34.88	34.88	36.27	36.27	36.27	37.30	37.30	39.02	39.02	40.41	40.41	41.78	41.78	41.78	41.78		
5	33.17	34.61	34.61	36.09	36.09	37.56	37.56	37.56	39.01	39.01	40.47	40.47	41.95	41.95	43.40	43.40	43.40	43.40		
6	34.24	35.75	35.75	37.30	37.30	38.83	38.83	38.83	40.40	40.40	41.94	41.94	43.46	43.46	45.02	45.02	45.02	45.02		
7	34.24	36.89	36.89	38.49	38.49	40.14	40.14	40.14	41.74	41.74	43.39	43.39	45.01	45.01	46.61	46.61	46.61	46.61		
8	34.24	36.89	36.89	39.70	39.70	41.41	41.41	41.41	43.12	43.12	44.82	44.82	46.52	46.52	48.24	48.24	48.24	48.24		
9	34.24	36.89	36.89	39.70	39.70	42.70	42.70	42.70	44.47	44.47	46.27	46.27	48.04	48.04	49.83	49.83	49.83	49.83		
10	37.71	37.21	37.21	40.03	40.03	43.04	43.04	43.04	44.80	44.80	46.61	46.61	48.36	48.36	50.18	50.18	50.18	50.18		


ECFE/SR SALARY SCHEDULE 2024-2025

INCREMENT	BS		BS+10		BS+20		BS+30		BS+45/MA		BS+54/MS+10		MS+20		MS+30		MS+45		Semester Quarter	
	BS	BS+15	BS+10	BS+15	BS+20	BS+30	BS+45	BS+30	BS+45/MA	BS+60/MA	BS+54/MS+10	BS+80/MS+15	MS+20	MS+30	MS+45	MS+30	MS+45	MS+30	MS+45	Semester
1	29.50	30.64	30.64	31.77	31.77	32.90	32.90	32.90	34.05	34.05	35.22	35.22	36.32	36.32	37.45	37.45	37.45	37.45		
2	30.56	31.75	31.75	32.98	32.98	34.18	34.18	34.18	35.40	35.40	36.61	36.61	37.84	37.84	39.08	39.08	39.08	39.08		
3	31.60	32.87	32.87	34.18	34.18	35.49	35.49	35.49	36.78	36.78	38.08	38.08	39.40	39.40	40.67	40.67	40.67	40.67		
4	32.63	34.02	34.02	35.38	35.38	36.77	36.77	36.77	37.80	37.80	39.52	39.52	40.91	40.91	42.28	42.28	42.28	42.28		
5	33.67	35.11	35.11	36.59	36.59	38.06	38.06	38.06	39.51	39.51	40.97	40.97	42.45	42.45	43.90	43.90	43.90	43.90		
6	34.74	36.25	36.25	37.80	37.80	39.33	39.33	39.33	40.90	40.90	42.44	42.44	43.96	43.96	45.52	45.52	45.52	45.52		
7	34.74	37.39	37.39	38.99	38.99	40.64	40.64	40.64	42.24	42.24	43.89	43.89	45.51	45.51	47.11	47.11	47.11	47.11		
8	34.74	37.39	37.39	40.20	40.20	41.91	41.91	41.91	43.62	43.62	45.32	45.32	47.02	47.02	48.74	48.74	48.74	48.74		
9	34.74	37.39	37.39	40.20	40.20	43.20	43.20	43.20	44.97	44.97	46.77	46.77	48.54	48.54	50.33	50.33	50.33	50.33		
10	38.21	37.71	37.71	40.53	40.53	43.54	43.54	43.54	45.30	45.30	47.11	47.11	48.86	48.86	50.68	50.68	50.68	50.68		

WITNESS THEREOF, the parties hereto have executed this Agreement as follows:

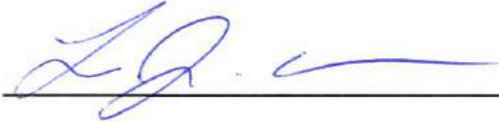
FOR THE EDUCATION MINNESOTA LITTLE FALLS (EMLF)

, *Acting* President

, Chief Negotiator

, Negotiator

, Negotiator


, Negotiator

Dated This 12th Day of October, 2023

FOR THE MID-STATE EDUCATION DISTRICT NO. 6979

, Chairperson

, Chief Board Negotiator

, Governing Board Clerk

Dated This 25th Day of October, 2023