AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT No. 2895
JACKSON COUNTY CENTRAL SCHOOLS
JACKSON, MINNESOTA

and

EDUCATION MINNESOTA
JACKSON COUNTY CENTRAL

July 1, 2017 to June 30, 2019
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ARTICLE I
PURPOSE
Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 2895, Jackson, Minnesota, hereinafter referred to as the District or School District and the Education Minnesota/Jackson County Central (Ed MN JCC), hereinafter referred to as the exclusive representative 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. The exclusive representative and the School Board agree to follow all Minnesota statutes.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE
Section 1. Recognition: In accordance with PELRA the School District recognizes Education Minnesota Jackson County Central as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed PELRA and as described in this Agreement.

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

ARTICLE III
DEFINITIONS
Section 1. Terms and Conditions of Employment: The terms "terms and conditions of employment," mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. In the case of professional teachers the term does not mean educational policies of a School District. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Teacher: The term "teacher," shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

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

ARTICLE IV
SCHOOL DISTRICT RIGHTS
Section 1. Management Responsibilities: The exclusive representative recognizes the right and obligations of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 2. Effect of Laws, Rules, and Resolutions: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School District rules, regulation, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.
ARTICLE V
TEACHER RIGHTS

Section 1. Discipline:
Subd. 1. Disciplinary Conferences: Teachers are entitled to representation by the Association when a formal disciplinary conference is being held. Conferences may need to be delayed until a representative is present.
Subd. 2. Disciplinary Withholding of Salary: The School District reserves the right to withhold increment advancement, lane changes, or any other salary increase as the School District shall determine. The School District shall give written notice and the reason for such action prior to the action, and, in the case of an increment being withheld, before the school year ends. Increments will not be withheld without good and sufficient grounds. The notice shall include suggested remedies for improvement and notice that the teacher has 60 days to implement such remedies or the discipline will take effect. A disciplinary action withholding a salary increase shall be subject to the grievance procedure.
Subd. 3. Deductions for Pay for Disciplinary Reasons: A teacher may have pay deducted for cause in an amount up to but not exceeding 50% of the average annual lane increment or the actual increment paid, whichever is applicable. In the event of such violation, the teacher shall be notified in writing and have five (5) work days or ten (10) calendar days, whichever is longer, to request a hearing before the School District. In the event no written request for hearing is made, the teacher shall be deemed to have acquiesced and the deduction shall be made the pay period following the written notice. In the event of an appeal to the School District, no deduction shall be made until either the teacher has acquiesced or the matter has been resolved.
Subd. 4. Suspension Without Pay: The School District may suspend teachers without pay for just cause up to but not exceeding three (3) days. All of the provisions of M.S.122A.40 remain outside of the meet and negotiate process.

Section 2. Tax Sheltered Annuities: Teachers may allocate a portion of their salaries pursuant to law for the purchase of an individual and voluntary tax sheltered retirement income annuity through payroll deduction. Annuity programs or changes to existing programs may begin on October 1 of each school year if written notification is provided to the school business office prior to September 15.

Section 3. Personnel Policies: A written statement from the district will be provided for any teacher by the time a contract is offered to the teacher which states the salary, extracurricular pay, and placement on the salary schedule including step and lane. A copy of the Master Agreement and a copy of the contract shall be given to each new teacher when issued a contract and when revisions are made. Personnel policies are not subject to the grievance/arbitration process.

Section 4. Use of Teachers as Substitutes: Teachers who substitute for an absent teacher will be compensated at $20.00 per hour. The School District will strive to avoid assigning a teacher to serve as a substitute on consecutive days and during a period other than a prep period.

Section 5. Long Term Care Insurance: Teachers may use a portion of their salaries to purchase an individual group Long Term Care Insurance Policy through payroll deduction. The group Long Term Care Policy will be selected by the teacher’s insurance committee. Teachers must notify the school business office in writing at such a time they want to participate in the group plan.

ARTICLE VI
BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic Compensation:
Subd. 1. 2017-2018 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2017-2018 school year, subject to the provisions of Section 2 hereof.
Subd. 2. 2018-2019 Rates of Pay: The wages and salaries reflected in Schedule A attached hereto, shall be effective only for the 2018-2019 school year, subject to the provisions of Section 2 hereof.

Section 2. Status of Salary Schedule:
Subd. 1: The salary schedule is a part of this Agreement but is not to be construed as part of a teacher's continuing contract.
Subd. 2: The District reserves the right to pay teachers above the schedule for merit.
Subd. 3: One year of experience will be credited to a teacher who has taught continuously for one-half of the school calendar or more during a prior school year. This is not retroactive.
Section 3. Lane Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate schedule:

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

Subd. 2. Grade and Credit: To apply on the salary schedule, all credits beyond the bachelor’s degree must carry a grade equivalent of B or higher. A teacher shall not advance more than one lane progression in any one school year except when moving to the MA lane; the teacher may move directly in one step. Lanes are based on semester credits. If a class uses quarter credits, then one quarter credit equals $2/3s of one semester credit.

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

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes once every year effective at the beginning of the school year providing an official transcript of qualified credits is submitted to the superintendent’s office no later than September 15th and January 15th of each year. Credits submitted by official transcripts after September 15th or January 15th even though otherwise qualifying shall not be considered until the following school year. If an official transcript is not available by September 15th or January 15th, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 5. Lane Change for Salary: A lane change will increase the teacher’s current annual salary by $1,700. The only exception to this is: to move into the BA 40 or MA 40 lanes, a teacher needs to have spent 12 years in the district.

Subd. 6. Advance Degree Program: A teacher shall be paid on the Master’s Degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program approved in writing by the superintendent in advance.

Subd. 7. Application: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university. Credits from classes to be applied toward the BA+40 and MA+40 lanes will only count if started after this contract begins on July 1, 2011.

Subd. 8. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 9. Prior Experience: The School District will place a new teacher on a salary schedule with experience credited for full teaching experience up to seven years in other school systems or as agreed between the School District and teacher. This provision is not retroactive.

Subd. 10. Teacher’s salary checks: Teacher’s salary checks will be paid bimonthly on the 15th and the last day of the month. Teachers shall be given the option of choosing to receive their annual salary in 20 equal payments (during the work year) or in 24 equal payments (over the full calendar year).

a) Teachers must select a payment option prior to the start of their work year. The annual payment option selected shall remain in effect from year to year or until the teacher informs the School District of the desire to change payment options for a subsequent year. In no event, shall the payment option of a teacher be changed after the start of the first day of the teacher’s work year.

b) In the event a teacher fails to inform the School District of his/her desired payment option prior to the start of the teacher’s work year, that teacher shall be paid in 20 equal payments. (During the work year.)

Subd. 11. Schedule “B” Checks: Coaches and advisors will be paid at the conclusion of their season and/or activity once all forms, equipment, and uniforms have been turned in. A signed voucher must be turned in to the office accompanied by a supervisor’s signature. Payment will be made in a separate check. Checks will be written in October, February and/or May.

Section 4. Pay Deduction: Whenever pay deduction is made for a teacher’s absence, the annual salary divided by the number of teacher duty days shall be deducted for each day’s absence.

Section 5. Substitute Teachers: Substitute teachers who are members of the bargaining unit shall be compensated at a rate not less than School District policy.

ARTICLE VII
EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2017-2018 and 2018-2019 school years.
Section 2. Use of Personal Vehicle and Allowable Expenses:
   Subd. 1. Mileage for official school business, with prior administrative approval, will be paid at the IRS rate.
   Subd. 2. Allowable expenses will be registration, lodging and meals on authorized school business and shall be verified with
   the administration by an itemized bill, which will be submitted to the School District for approval. (The District has non-owned
   and hired car coverage and teachers using personal vehicles are listed as additional insured.)
   Subd. 3. Staff members assigned to academic assignments in more than one building in the same town will be paid a maximum
   of $3.00 per school day in session. The assignments should be at least one semester in length. This does not include extra
   curricular and co-curricular assignments subject to established compensation for such service.
   Subd. 4. Staff members assigned duties in the Lakefield sites and the Jackson sites will be paid the current IRS rate for travel as
   assigned between the two communities as follows:
      (a.) Start at Lakefield, end at Jackson (12 miles)
      (b.) Start at Jackson, end at Lakefield (12 miles)
      (c.) Start at Lakefield, end at Lakefield but travel to Jackson during the workday on assignment (24 miles)
      (d.) Start at Jackson, end at Jackson but travel to Lakefield during the workday on assignment (24 miles)
      (e.) Need to turn in travel log with voucher monthly.

Section 3. Extended Employment: Teachers assigned to more than the regular school term shall have their salary prorated from the
salary schedule.

Section 4. Fitness Center: The District will provide a free membership to the ISD # 2895 Fitness Center for any teacher covered under
this agreement that joins the fitness center. This would end if the District ever eliminates the fitness center.

Section 5. Annual Activity Pass: Each school year, all teachers will receive a free annual activity pass, if they agree to work at two (2)
activity events during each school year.

Section 6. College-in-the-School Teachers: The purpose of this language is to establish guidelines for the continuance of College in the
Schools programming. Based upon needs of JCC for College in the Schools (Concurrent Enrollment), teachers are being asked
to earn additional college credit for certification to teach these classes.

   The following items will apply only for teachers instructing a college class or requested by superintendent to instruct a college
course for the school district.

   a. The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the School
       District Superintendent. This includes any teacher compensation for the cost of tuition, books, mileage and supplies
       for the certification as agreed upon by the teacher and the School District Superintendent.

   b. Possible Compensation includes:
      i. Teachers eligible for lane change(s) will receive their lanes change(s) as the credits are earned. Teachers at the
         MA+40 lane shall also receive a lane change (MA+50).
      ii. $500 per semester per period taught during the time the teacher is working on earning the said college credits.
      iii. Use of Minnesota’s Education Tax Credit will be used in compensation amounts.
      iv. Future negotiations item for discussion of adding MA+50 to the table for all staff, not just those that teach a
          college class.

   c. The teacher agrees to teach College in the Schools (Concurrent Enrollment) for a minimum of five years in the District.
      The teacher shall not be penalized if failure to teach the required class during the five-year period is caused by School
      District action.

   d. If the teacher leaves the district, the teacher shall reimburse the District an amount equal to 20% of the total certification
      amount per year for each year remaining of the five-year period.

   e. If the teacher declines and the district is able to find a replacement for the College In The Schools assignment(s), after
      the district has paid for the credits the teacher shall:
i. Reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the five-year period in which college courses have been taught, and

ii. Any change to the teacher’s lane placement, based on the additional credits, will be revoked unless the teacher agrees to pay full reimbursement for credits and or degree to the district.

ARTICLE VIII
GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:
The School District has adopted both the Health Reimbursement Account (VEBA) and the Health Savings Account (HSA) for active employees. Each year, beginning with October 1, 2004, the School District will contribute an amount to one of the accounts established in your name. The School District will also make available a major medical health plan with relatively higher deductibles, co-pays and/or co-insurance than may have been offered in the past. These benefits are intended to complement one another. Used appropriately, they will provide you the opportunity to maximize the value of your long-term health coverage. Beginning on July 1, 2015, the District will offer a choice of VEBA or HSA.

The VEBA and HSA Plans for active employees are made available through the Minnesota Service Cooperatives VEBA and HSA Plan and Trust. It is intended that this arrangement constitute a voluntary employee’s beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in your VEBA Plan Summary and your HSA Plan summary.

Subject to the exclusions below, the following group or groups of employees are eligible to receive School District contributions to their individual accounts: Education Minnesota Jackson County Central

Subd. 1. Source of Funding: The VEBA for active employees is funded entirely with School District contributions. An HSA can be funded by District contributions and employee contributions.

Subd. 2 School District Contributions: If teachers are eligible to participate, the School District will make a monthly contribution to individual accounts under the VEBA or HSA for active employees in accordance with the following schedule: For 2017-2018 and 2018-2019, $1,222 for each eligible employee who elects single coverage and $2,112 for each eligible employee who elects dependent coverage under the group health plan.

Subd. 3. Single Coverage: The School District shall contribute $6,008/yr for 2017-2018 and $6,098/yr. for 2018-2019 toward the premium for single coverage of each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 4. Dependent Coverage: The School District shall contribute $10,176.00/yr. for 2017-18 and $10,329/yr for 2018-2019 toward the premium for dependent coverage of full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. In the case of married couples, employed by the District, each is entitled to the full single premium to be applied to dependent coverage.

Section 3. Dental and Vision Insurance: The School District will adopt dental and vision group insurance plans for its employees. The District will only pay for the administrative fees for these accounts.

Section 4. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed and on paid status by the School District. Upon termination of employment, all District contributions shall cease except that a teacher who has completed a full school year shall be eligible for 12 months' contribution.

Section 6. Group Life Insurance: The School District shall contribute a sum not to exceed $67.20 per year for group life insurance protection in the amount of $20,000 for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District’s Group Life Insurance Plan.
Section 7. Long Term Disability: The School District shall carry long term disability insurance coverage at a maximum annual covered salary of $65,000 for full-time teachers employed by the School District income protection plan.

Section 8. Eligibility: Full benefits provided in this Article are for full-time teachers. Part-time teachers who are employed half-time or more both as to the hours worked per week and number of days worked in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than half time and substitute teachers shall not be eligible for any benefits pursuant to this Article.

ARTICLE IX
MATCHING DEFERRED ANNUITY PROGRAM

Section 1. Annuity Program:
Subd. 1. Matching deferred compensation is available to all regularly contracted teachers in the District. The District will match contributions beginning with the year they are hired as outlined below for full-time teachers. Part-time teachers who teach 50% or more, shall be eligible to participate on a prorated basis to the percentage of time they are employed.

<table>
<thead>
<tr>
<th>Years of Experience in the District</th>
<th>Yearly dollar match by the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 yrs</td>
<td>$327</td>
</tr>
<tr>
<td>6-10 yrs</td>
<td>$655</td>
</tr>
<tr>
<td>11-15 yrs</td>
<td>$930</td>
</tr>
<tr>
<td>16-20 yrs</td>
<td>$1,320</td>
</tr>
<tr>
<td>21-25 yrs</td>
<td>$1,585</td>
</tr>
<tr>
<td>26 + yrs</td>
<td>$2,100</td>
</tr>
</tbody>
</table>

Subd. 2: Beginning with the 2005-06 school year, participants must designate in writing the carrier and the amount of the matched annuity by Sept. 15 of the year of eligibility. The match participation will automatically continue unless the participant notifies the office in writing by Sept. 15 of the year of change. The teacher must complete a salary reduction authorization prior to any contribution being made. A teacher may complete a salary reduction authorization by the 15th of any month after Sept. 15th, however the teacher will lose 1/12th of the board’s match for every month or fraction of a month they are late. A month will be counted from the 15th of one month to the 15th of the next month.
Subd. 3. Teachers on an unpaid leave of absence for more than thirty days shall not be eligible to participate in the matched compensation plan.
Subd. 4. This program shall be subject to the regulations of the State of Minnesota, Statute 356.24 and IRS code 457.

ARTICLE X
REQUESTED LEAVES OF ABSENCE

Section 1. Sick Leave:
Subd. 1. All full-time teachers shall earn sick leave at the rate of 15 days for each school year of service in the employment of the School District. (Part-time teachers earn sick leave on a pro-rated basis.) Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.
Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of one hundred and fifty (150) days of sick leave per teacher, except that any teacher who has previously accumulated more than one hundred fifty (150) days of sick leave will retain those days. Any teacher whose sick leave credit falls below one hundred fifty (150) days shall have a cap of one hundred fifty (150) days.
Subd. 3. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness, injury or safety which prevented his/her attendance at school and performance of duties on that day or days.
Subd. 4. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, injury or safety; indicating such absence was due to illness, injury or safety; in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District.
Subd. 5. In the event that a medical certificate will be required, the teacher will be so advised.
Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.
Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available on the District’s email.

Subd. 8. Extension of sick leave provisions:

(1) Sick leave may also be used in the event of serious family illness within the first degree of kinship of the teacher's family as approved by the School District. A teacher covered by this Agreement may use personal sick leave benefits provided by the School District for absence due to illness, injury, or medical needs of the teacher's child, including step-child and adult child, for such reasonable periods as the teacher's attendance with the child may be necessary as provided in MS 181.9413. These days, as per law, are to be deducted from sick leave days accumulated by the teacher. Any dispute over a leave contained in MS 181.9413 or an extension thereof shall not be subject to the grievance procedure. First degree of kinship shall mean spouse, son, daughter, father, mother, brother, sister, grandparents, mother-in-law, father-in-law or grandparents-in-law. A person not in the first degree of kinship but living in the same household as the teacher, whom the teacher is the legal guardian for, shall, for all purposes of this subdivision, be considered in the first degree of kinship. The District may limit the use of sick leave benefits of the employee to all first Degree of Kinship, except, child, to no more than 20 days in any 12 month period. Other extensions of sick leave may be granted by the superintendent for unusual circumstances. Only those extensions shall not be subject to the grievance procedure.

(2) Up to five (5) days of bereavement leave shall be allowed in the event of death in the teacher or teacher's spouse's immediate family (spouse, children, son-in-law, daughter-in-law, siblings, parents, grandparents or other relative living in the employee's home). Up to one (1) day of bereavement leave shall be allowed for aunts, uncles, nieces and nephews. These bereavement days are to be deducted from sick leave days accumulated by the teacher. Other extensions of sick leave may be granted by the superintendent for unusual circumstances. Only those extensions shall not be subject to the grievance procedure.

Subd. 9. District will allow for teachers to request use of up to 2 sick days for emergency situations after all personal leave has been used. Approval for this request will only be granted by the Superintendent. These decisions cannot be submitted through the grievance process.

Subd. 10. Sick Leave Bank – by September 15th of each school year, any teacher working in the school district will be allowed to place one of their sick leave days in a Teachers' Sick Leave Bank. There will be a Sick Leave Council, made up of one teacher from each building that are annual members of the bank and one member of administration and one Board member. The Council will meet monthly to decide on any requests presented to them. Uses of the Sick Leave Bank may include maternity leave and serious extended illness.

Subd. 11. The District will pay $25 per unused day of Sick Leave at retirement, all money will be contributed to the teachers’ VEBA or HSA. If the teacher does not have either account, then the money will be contributed to a Minnesota State Retirement System Post-Retirement Healthcare Savings Plan for the teacher. School Board will review and have power to veto this language at the end of the 2018-19 teachers’ contract.

Section 2. Family & Medical Leave:

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 2601, an eligible teacher shall be granted upon written request a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

(1) The birth and first year care of a child;
(2) The adoption or foster placement of a child;
(3) The serious health condition of an teacher's spouse, child, or parent; and
(4) The teacher's own serious health condition.

Subd. 2. Such a leave will be without pay, except eligible teachers shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year.

Subd. 3. To be eligible for the benefits of this Section and insurance contributions, a teacher must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous 12-month period.

Subd. 4. The teacher may elect, or the School District may require, the teacher to substitute paid vacation, paid sick leave, or paid personal leave otherwise provided for under this Section. However, nothing herein, nor any other provision of this Agreement shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

Subd. 5. The teacher will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Subd. 6. Any dispute over a Family and Medical Leave Act leave of absence shall not be subject to the grievance procedure.
Section 3. Workers Compensation:

Subd. 1. Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the teacher and teacher's regular rate of pay to the extent of the teacher’s earned accrual of sick leave.
Subd. 2. A deduction shall be made from the teacher's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement worker's compensation.
Subd. 3. Such payment shall be paid by the School District to the teacher only during the period of disability.
Subd. 4. In no event shall the additional compensation paid to the teacher by virtue of sick leave result in payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.
Subd. 5. A teacher who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit his worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for the absence.

Section 4. Personal Leave:

Subd. 1. At the beginning of each school year, each teacher will be credited with three (3) personal days to be used for the teacher’s personal business. Personal leave will not be deducted from sick leave.
Subd. 2. Requests for personal leave must be made in writing to the building principal and the Superintendent. The request should be submitted at least three (3) working days in advance except as provided in Article XIV, Section 4, or unless it is an emergency or a special circumstance. If it is an emergency or a special circumstance, it must be stated on the form.
Subd. 3. Personal leave will not be granted for in-service/workshop days, conference days, the day before, or the day after a holiday, or during the first or last 5 student contact days, except in special circumstances. Emergency and/or special circumstance requests will be considered and must be approved by the Superintendent of Schools.
Subd. 4. Carry over Option: Any balance of one day or less will be carried over to the next year for a maximum of four (4) days of personal leave per year. The teacher will be paid $215 per day for any unused personal leave days over the one to be rolled over not to exceed a total of three (3) days. Personal leave balances will be available online from the School District’s Employee Self Service web site.
Subd. 5. A maximum of two (2) certified personnel, in any building, may be granted personal leave on a first come, first served basis. Additional requests will be considered depending upon the availability of substitutes.
Subd. 6. All leave requests must have prior approval.

Section 5. Jury Duty: A teacher who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 6. Child Care Leave:

Subd. 1. A Child Care Leave without pay or fringe benefits may be granted by the School District subject to the provisions of this section to one (1) parent of an infant child provided such parent is caring for the child on a full-time basis.
Subd. 2. A teacher making application for Child Care Leave shall inform the Superintendent in writing of intention to take the leave at least two calendar months before commencement of the intended leave.
Subd. 3. If the reason for the Child Care Leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by Child Care Leave. A pregnant teacher will also provide at the time of leave application, a statement from her physician indicating the expected date of delivery.
Subd. 4. Consideration should be given so that the dates of leave are coincidental with some natural break in the school year, i.e., winter vacation, quarter or semester break, end of grading period, end of school year, and the availability of a substitute teacher.
Subd. 5. In making determination concerning the commencement and duration of a child care leave the School District shall not, in any event, be required to:
   1. Grant any leave more than twelve (12) months in duration.
   2. Permit the teacher to return to his/her employment prior to the date designated in the request for Child Care Leave.
Subd. 6. A teacher returning from Child Care Leave shall be re-employed in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.
Subd. 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension of the leave.
Subd. 8. The parties agree that the applicable period of probation for teachers as set forth in the Minnesota Statute are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on Child Care Leave shall not be counted in determining the completion of the probationary period.

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

Subd. 10. A teacher on Child Care Leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the Child Care Leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

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

Section 7. Association Leave: At the written request of the Education Minnesota Jackson County Central, the District agrees to allow teacher representatives of the local association, with prior approval of the administration, to attend association meetings with no loss of pay as long as this privilege is not abused. Education Minnesota Jackson County Central will pay the cost of the teacher substitute if one is hired.

Section 8. Professional Leave: A teacher may apply to the School District for a professional day of leave, the purpose of which is to enhance the teaching strategies and capabilities for the professional educator. No teacher will be eligible for more than two professional days during the school year.

Teachers applying for professional leave must complete a "professional day leave" form for submission to the School District. Sole discretion for acceptance or denial of the leave rests in the School District and will not be subject to the grievance procedure.

Each special education teacher shall be provided with an amount of due process responsibility time. Teachers will request professional leave from their building administrator. This time will be used for IEPs, progress reports, and other necessary due process paperwork.

Section 9. General Leave of Absence:

Subd. 1. A general Leave of Absence without pay may be approved by the School District on terms and conditions determined by the School District if requested in writing by a teacher who has taught four (4) full years or more in this district. Upon return, the teacher's assignments would be in his/her areas of licensure.

Subd. 2. A teacher on unpaid leave is eligible to continue to participate in the group insurance programs, if permitted under the insurance commencing with the beginning of the leave, and shall pay the district the monthly premium in advance.

Subd. 3. A teacher who returns from unpaid leave shall retain experience credit for pay purposes, seniority credit, and other benefits which had accrued at the time he/she went on leave. No such credit shall accrue for the period of time that a teacher is on unpaid leave, except for seniority credit.

Subd. 4. A teacher shall notify the School District by April in writing as to whether he/she would be returning or not.

Section 10. Eligibility: Full benefits provided in this Article are for full-time teachers. Part-time teachers who are employed half-time or more, both as to the hours worked per week and number of days worked in a school year, shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than half-time and substitute teachers shall not be eligible for any benefits pursuant to this Article.

ARTICLE XI
UNREQUESTED LEAVES OF ABSENCE

Section 1. Staff Reductions: In the event of staff reductions due to declining enrollments, lack of funds, or curtailment of programs or services, the provisions of basic seniority procedures, shall be followed except as outlined in Section 2.

Section 2. Tie-Breaker Clause: In the event that two or more teachers have equal seniority, their placement on the seniority list will be determined in the following order:
1. The teacher who is full-time shall be senior over one who is part-time.
2. The teacher with the greater number of years of teaching experience shall be senior.
3. The teacher with the most advanced salary lane placement shall be senior.
4. The teacher with the greater number of areas of licensure shall be more senior.
5. The teacher with the greater number of extracurricular assignments shall be senior.

ARTICLE XII
HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day, inclusive of lunch, shall be eight (8) hours. Generally, part-time teachers do not have professional responsibilities requiring them to be in the school building for more than the time prescribed in their individual contracts. However, part-time teachers may have additional responsibilities which they will be expected to fulfill.

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

Section 3. Additional Activities: All teachers are encouraged to participate in school activities beyond the basic day. The normal duties for teachers may include a reasonable share of additional activities including co-curricular and supervisory activities as required by the School District.

Section 4. Duty Free Lunch: Each teacher will be provided with a duty free lunch period of approximately thirty (30) minutes.

Section 5. Teaching Load: The normal teaching load for a secondary school teacher shall be five (5) classes and one (1) study hall daily with the option for the School District to assign a sixth class in place of the study hall. If a sixth class is assigned, teachers shall be compensated at one-seventh (1/7th) of their individual base pay per year, pro rated on a daily basis.

Section 6. Preparation Time: Each secondary instructional teacher shall have one (1) class period per day during the school day for preparation and conferences. Each elementary instructional teacher shall have fifty (50) minutes per day during the school day for preparation and conferences. Elementary preparation time shall be in one block of fifty (50) minutes or two blocks of twenty-five (25) minutes.

Section 7. Travel Time: A teacher who is assigned to teach in more than one town will have unassigned travel time sufficient to safely permit travel between buildings.

Section 8. Snow Days. The District will designate scheduled vacation days as make-up snow days. Any snow days in excess, will be made up at the end of the school year.

Section 9: On-Line Courses:
Subd. 1. An online course may be assigned with the consent of the teacher. Teachers assigned to provide online instruction will be provided with all the terms and conditions of employment of the collective bargaining agreement. The class size will not exceed 35.
Subd. 2. If a teacher develops a new online course, he/she will be paid $100 per day, not to exceed $500 for course development.
Subd. 3. If the teacher does not develop the online course and it needs to be purchased, the district will purchase the course. The teacher will be paid $100 per day, not to exceed $200 to learn the previously developed course.
Subd. 4. If the teacher does not have current experience teaching an online course, the School District will pay for the teacher to attend training and the teacher will be reimbursed $100 per day to attend training if it is not during regular contract hours. Mileage, meals, and lodging will also be paid by the School District.

ARTICLE XIII
LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 126.12 the School District shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the coming school term or school terms. The teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. (The calendar is not negotiable, but teacher in-put will be solicited.) Beginning in the 2014-15 school year, there will be 184 teacher duty days with 8 days for staff development.
Section 2. Emergency Closing: If, for any reason, school is dismissed or called off due to inclement weather, emergency closings or any reason resulting in students not having to report, or remain, teachers also will not be required to report or remain in school. There are four virtual snow days built in to the 2017-18 calendar. In the event of a student day or teacher day lost for any emergency, the teachers shall perform duties on that day or other such day(s) in lieu thereof as the School District or its designated representative, after meeting and conferring with the EMJCC, shall determine, if any. Teachers shall receive no additional compensation or other benefits for make-up or virtual days.

Section 3. Inclement Weather:

Subd. 1. In the event that school must be closed due to inclement weather, teachers shall not be required to report for duty, nor shall they suffer any loss of salary, benefits, seniority, compensation, or other advantages by reason of their absence for late starts or early dismissals.

Subd. 2. In the event that school remains open during inclement weather, no teacher shall be required to report for duty, if, in the teacher's judgment, after consultation with the School District, attempts to report for duty would be foolhardy, or after making a reasonable effort, the teacher finds it impossible to report for duty. Teachers will be allowed to use personal leave if they miss school due to inclement weather. Once personal leave is used up, they will be able to use sick leave.

Section 4. Rescheduled Vacation Days: If a teacher has given sixty (60) days prior notice to be absent for a period of time inclusive of a scheduled vacation day, and if that vacation day is rescheduled as a work day, then the teacher may utilize only any personal leave available to the teacher as provided in Article XI, Section 4.

Section 5. Modification in Calendar and Length of School Days:

Subd. 1. In the event of declared energy shortage or severe weather, the School District reserves the right to modify the school calendar to satisfy state requirements.

Subd. 2. In the event of declared energy shortage or severe weather, the School District further reserves the right to modify the length of the school day, i.e., a four (4) day work week with increased hours per day but the total weekly hours not more than regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to Education Minnesota Jackson County Central the opportunity to meet and confer on such matters.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Grievance Procedure: A claim that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.

Section 2. Adjustment of Grievance: In the event a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal either personally or accompanied by an Education Minnesota Jackson County Central representative.

Subd. 1. Level 1: If the relief sought, as a result of the informal discussion with the building principal, has not been effected within thirty (30) calendar days after the event occurred giving rise to the grievance, the teacher(s) may invoke the formal grievance procedure through a written statement, signed by the grievant, and delivered to the building principal. If the grievance involves more than one school building, it may be filed with the Superintendent or representative designated by the superintendent at Level 2.

PRINCIPAL'S RESPONSE: Within five (5) calendar days of receipt of the grievance, the principal shall meet with the teacher(s) in an effort to resolve the grievance. The principal shall provide a written disposition of the grievance within five (5) calendar days of such meeting and shall furnish a copy thereof to the teacher(s).

DEFAULT: If no disposition has been made within five (5) calendar days of such meeting, then the grievance shall be deemed to have been denied and may be appealed to the next level.

Subd. 2. Level 2.

APPEAL TO SUPERINTENDENT: If the grievance is not resolved at this point, the grievance may be appealed to the superintendent. Within seven (7) calendar days, the superintendent shall meet with the teacher(s) who appealed the grievance.

SUPERINTENDENT'S RESPONSE: The superintendent shall provide a written disposition of the grievance within five (5) calendar days after such meeting, and shall furnish a copy thereof to the teacher(s).
DEFAULT: If no disposition has been made within five (5) calendar days of such meeting, then the grievance shall be deemed to have been denied and may be appealed to the next level.

Subd. 3. Level 3:

APPEAL TO SCHOOL DISTRICT: If the grievance is not resolved at this point, the grievance may be appealed to the School District by filing a written appeal with the clerk of the School District. The School District, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet regarding the grievance.

SCHOOL DISTRICT RESPONSE: Disposition of the grievance in writing by the School District shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the teacher(s).

DEFAULT: If no disposition has been made within seven (7) calendar days of such meeting, then the grievance shall be deemed to have been denied and may be appealed to the next level.

Section 3. Representative: The teacher, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration at any level unless it is submitted in writing within the time provisions provided at each level. Failure to file any grievance or appeal within such time period shall be deemed a waiver thereof.

Section 5. Arbitration Procedures: If the teacher(s) is not satisfied with the disposition of the grievance by the School District, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) calendar days from the notification date the arbitration will be pursued, then either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to PELRA. Such request must be made within twenty (20) days after notification that arbitration will be pursued. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, subject to the limitations of arbitration decisions as provided in PELRA and the Uniform Arbitration Act.

The decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The fees and expenses of the arbitrator shall be shared equally by the parties except those incurred for individual representatives which remain the expense of the party requesting representation.

A transcript or recording shall be made of the hearing at the request of either party, and such cost shall be shared equally by the parties.

The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing.

Section 6. Time Limits: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, then the parties shall use their best efforts to process the grievance prior to the end of the school term or as soon thereafter as is possible.

Section 7. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereafter waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration, to enforce the award of an arbitrator, or if this Section would constitute a violation of law.
ARTICLE XV
DURATION

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019 and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2017, it shall be given written notice of such intent no later than June 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement term shall not be open for negotiation during the term of this Agreement unless mutually agreed.

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

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

For Education Minnesota, Jackson County Central  
For Independent School District No. 2895

President  
Chairperson

Head Negotiator  
Clerk

Dated this 24th day of October, 2017  
Dated this 24th day of October, 2017

SCHEDULES

B Level 1  2017 -2018 & 2018-2019 Extracurricular Schedules
B Level 2  2017 -2018 & 2018-2019 Extracurricular Schedules
## Schedule A
### Salary Schedule

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These are the salaries in each lane. Teachers new to JCC with experience will be placed at a salary comparable, but not more than a current JCC teacher with similar experience and education.


A lane change will increase the teacher’s current annual salary by $1700.

* Teacher must have 12 years teaching experience before they can move to BA 40 or MA 40 lanes.
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