

SOUTHERN PLAINS EDUCATION COOPERATIVE EDUCATION ASSOCIATION/
SOUTHERN PLAINS EDUCATION COOPERATIVE

MASTER AGREEMENT

2015-2016

2016-2017

Southern Plains Education Cooperative Education Association/
Southern Plains Education Cooperative

MASTER AGREEMENT
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ARTICLE I

PURPOSE

SECTION 1. Parties: This AGREEMENT, entered into between Cooperative # 915-52, Martin County, Minnesota, hereinafter referred to as the "Cooperative", and the Southern Plains Education Cooperative Education Association, hereinafter referred to as "the Exclusive Representative" pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as P.E.L.R.A., 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: In accordance with the P.E.L.R.A. the Cooperative recognizes Southern Plains Education Cooperative Education Association, "the Exclusive Representative", as the exclusive representative of teachers employed by the Cooperative, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. as amended and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of the Cooperative as defined in this Agreement and in said Act.

ARTICLE III

DEFINITIONS FOR MASTER AGREEMENT

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation thereof, and the fringe benefits specifically defined in this agreement, except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or use of unused sick leave pay but does not mean educational policies of the Cooperative. Terms and conditions of employment are subject to the provisions of P.E.L.R.A.

Section 2. Teacher: Shall mean any person employed by Cooperative # 915-52 in a position where Licensure is required by the Board of Teaching or the State Board of Education: but shall not include superintendent or principal and assistant principal, and Director who devotes more than 50% of their time to administrative or supervisory duties, and supervisory employees as defined by P.E.L.R.A. Also excluded are daily substitute teachers who teach 30 or less working days for the same teacher, and all others included by P.E.L.R.A.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meaning as defined by the P.E.L.R.A.

ARTICLE IV

COOPERATIVE RIGHTS

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the Cooperative to efficiently manage and conduct the operation of the Cooperative within its legal limitations and with its primary obligation to provide educational opportunity for the students of the Cooperative.

Section 3. Effects of Laws, Rules, and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Cooperative and shall be governed by the laws of the State of Minnesota, and by the Cooperative rules, regulations, directives, and orders issued by properly designated officials of the Cooperative. The Exclusive Representative also recognizes the right, obligation, and duty of the Cooperative and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the Cooperative insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes the Cooperative, all employees 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 the 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. Reservation of Managerial Rights: The foregoing enumeration of Cooperative rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management functions not expressly delegated in this Agreement are reserved to the Cooperative.

ARTICLE V

TEACHER RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and

proper performance of the duties of employment or circumvent the rights of the exclusive representative if there is one; nor shall it be construed to deny any teacher due process of law or to require any teacher to perform labor or services against his/her will.

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

Section 3. Dues Check Off and Fair Share:

Subd. 1: Any teacher who is a member of the Exclusive Representative or who has applied for membership, may sign and deliver to the Business Office of the Fairmont Area Public Schools an assignment authorizing deduction of membership dues in the Exclusive Representative, including the Education Minnesota and the National Education Association. Such authorization shall continue in effect from year to year unless revoked between June 1 and September 1 of any year. Pursuant to such authorization, the Cooperative shall deduct one-ninth of such dues from each regular salary check of the teacher each month for nine months, beginning in September and ending in May of each year. One-twelfth of such dues will be deducted each month.

Subd. 2: In accordance with MS179A.06, Subd. 2, as amended, any teacher included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative. The fair share fee for any teacher shall be an amount equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues, and available only to members of the Exclusive Representative, but in no event shall the fee exceed 85% of the regular membership dues.

The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner of the Bureau of Mediation Services, the Cooperative, and to each teacher to be assessed the fair share fee.

A challenge by a teacher aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the Cooperative, and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reason therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The Cooperative shall deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty (30) days after the written notice was provided, or, in the event a challenge was filed, the deduction for fair share fees shall be held in escrow by the Cooperative pending a decision by the Director, pursuant to Section 179A.04, Subd. 2 of P.E.L.R.A.

Subd. 3: The cooperative agrees to promptly remit to the Exclusive Representative all sums deducted by the Board, whether for membership dues or fair share assessments.

Subd. 4: The Exclusive Representative hereby agrees that the Cooperative shall have no liability, which any person may have claim to, for any legal action arising out of or by reason of the deduction of the fair share fee.

Section 4. Status of Individual Contracts: Any individual contract executed for the year 2015-2016 and 2016-2017 school year shall be subject to and consistent with the terms of this Agreement. Within thirty (30) days of the execution of this Agreement, individual contracts shall be issued to all teachers

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. 2015-2016 Salary Schedule: The wages and salaries reflected in Schedules A, attached hereto, shall be a part of the Agreement for the 2015-2016 school year.

Section 2. 2016-2017 Salary Schedule: The wages and salaries reflected in Schedules B, attached hereto, shall be part of the Agreement for the 2016-2017 school year.

Section 3. Status of Salary Schedules: The salary schedules are not to be construed as a part of the teacher's continuing contract and the Cooperative Board reserves the right to withhold increment advancement, lane changes, or any other salary increases as the Cooperative Board shall determine. The teacher shall be notified of any withholding for the next school year as well as the cause for such withholding by June 1 of the current school year.

Section 4. Payment Through Direct Deposit: All compensation for services will be paid through direct deposit. Compensation amounts shall be posted to the financial institution of the employee's choice subject to any limitations placed by the financial institution used by the Cooperative for Direct Deposit Services.

Section 5. Successor Agreement: In the event a successor agreement is not entered into prior to the expiration date of this agreement, a teacher shall be compensated according to the previous salary schedule without advancing steps until such time that a successor agreement is executed. Eligible teachers will receive appropriate lane changes. The successor agreement shall be retroactive to the expiration date of the prior agreement.

Section 6. Daily Wage: The daily wage of teachers is the annual contract salary divided by the actual number of teacher contract days.

Section 7. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1: Teachers are to be placed on the schedule according to the following provision:

a) Prior experience: Experienced teachers coming into the Southern Plains Education Cooperative may be allowed full credit on the salary schedule for experience.

b.) Signing Bonus: If deemed appropriate and necessary, the Director is authorized to pay a signing bonus to teachers hired after July 1, 2013 for reasons such as low incidence or qualified replacements or a highly competitive market. This amount shall not exceed \$5,000 per year for up to three years.

Subd. 2. Lane Transfer: Credits to be considered for application on any lane of salary schedule must be germane to the teaching assignment, as determined by the Director. All credits beyond the Bachelor's degree must be semester graduate credits and carry a grade equivalent of B or higher.

a) Those who anticipate a transfer to the next higher salary lane during the school year shall give written notification to the Director by September 10th.

b) Those raising their level of training to a higher lane will be placed on the schedule effective with the first pay period following receipt of documentation verifying successful completion of pre-approved courses. Prior notification to the Director of their intent to transfer to a higher lane must be provided by September 10th as stated above.

Subd. 3. Master's Degree Program: A teacher shall be paid on the master's degree lane only if the program is germane to the teaching assignment as approved by the Cooperative and the degree program is approved in writing by the Director in advance.

Section 8: Application: Credits to apply to lanes beyond a particular degree must be earned subsequent to the earning of the degree and must be approved by the cooperative.

Section 9: College Tuition: Based upon the needs of the Cooperative, an employee may be asked to earn additional college credit for certification or licensure to teach an academic program.

a) The number of credits and total cost of certification/licensure shall be mutually agreed upon in advance by the employee and the Cooperative.

b) The employee may be compensated for the cost of tuition, books and supplies for certification/licensure as agreed upon by the employee and the Cooperative.

- c) The employee agrees to teach in the academic program for a minimum of 5 years in the Cooperative. If an employee leaves Southern Plains or declines to teach in the academic program, the employee shall reimburse the Cooperative the amount equal to 20% of the total certification/licensure amount per year for each year remaining in the 5 year period. The employee will not be penalized if failure to teach the required class(es) during the 5 year period is caused by Cooperative action.

ARTICLE VII

EXTRA COMPENSATION

Section 1. Summer School: Teachers shall be paid \$28.49 per hour for the 2015-2016 school year and \$30.00 per hour for the 2016-2017 school year, summer school/extended school year instruction. Upon approval of the Director, the per hour rate includes direct student contact time, prep time, and round trip travel time in the event of home visits. Round trip mileage will be paid according to Article VII Section 2 of this agreement.

Section 2. Mileage: When it becomes necessary for private automobiles to be used for official business of the school district, the rate of reimbursement shall be at the federal government rate of allowable reimbursement, when authorized by the administration, with a minimum of seventy-five (.75) cents per trip between two (2) schools or no less than two dollars (\$2.00) per day.

Section 3. Substitution: Staff members called upon by the administration to substitute during their designated preparation period shall be paid \$16.00 per class period.

ARTICLE VIII

GROUP INSURANCE

Section 1. Health and Hospitalization Insurance: The Cooperative Board shall contribute up to the sum of \$8,628.00 for 2015-2016 and \$8,628.00 for 2016-2017 toward the premium and deductible for coverage for all teachers employed by the Cooperative who qualify for and are enrolled in the Cooperative group health and hospitalization plan, and their eligible dependents. Part-time teachers will receive this insurance coverage on a pro-rata basis.

Subd. 1. Additional Premium Costs: Any additional cost of premium shall be borne by the employee and paid by payroll deduction or through the Flexible Benefit Plan.

Subd. 2. Flexible Benefit Plan: The Cooperative shall provide a flexible benefit plan written under the guidelines of Sections 125 and 129 of the Internal Revenue Code, allowing certain employee-paid expenses to be paid with pre-tax dollars.

Section 2. Long Term Disability Insurance: The Cooperative shall contribute the current rate not to exceed 47.5 cents per \$100 of basic monthly salary for the 2015-2016 and 2016-2017 school years toward the premiums for a long-term disability insurance for teachers employed thirty (30) hours or more per week. Any additional cost of coverage of premiums shall be paid by the employee through payroll deduction or through the Flexible Benefit Plan. Coverage shall be at 66 2/3 percent of the basic annual salary. The waiting period shall be 120 calendar days.

Section 3. Term Life Insurance - Accidental Death and Dismemberment: The Cooperative shall contribute up to a sum of \$105 per year for the school district group \$50,000 term life/accidental death and dismemberment plan for all teachers who are employed twenty (20) or more hours per week in the Cooperative.

Section 4. Hold Harmless Agreement: Claims against the Cooperative: It is understood that the Cooperative'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 Cooperative as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave: Fifteen (15) days of sick leave will be credited to each teacher at the beginning of the school year. Sick leave days will be prorated for those teachers serving less or more than a full contract in accordance with the percentage of time employed. Unused sick leave days may be accumulated to a maximum of one hundred thirty-five (135) days per teacher.

Subd. 1. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the employee's illness and/or disability that prevented attendance at school and performance of duties on that day or days.

Subd. 2. The Cooperative may require a teacher to furnish a medical certificate from a qualified physician or licensed professional as evidence of illness, indicating such absence was due to illness, to qualify for sick leave pay. However, the final determination of the eligibility of a teacher for sick leave is reserved to the Cooperative. In the event that a medical certificate is required, the teacher will be so advised.

Subd. 3. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 4. Certified staff that are hired by Southern Plains Education Cooperative that worked in one of the member districts in the year prior to employment at Southern Plains will carry over sick leave from the member district.

Subd. 5. Pregnancy Related Sick Leave: Any teacher who becomes pregnant may utilize earned sick leave according to the provisions of this Article when necessary due to pregnancy, childbirth and other related medical conditions as verified by a physician.

Part 1. The pregnancy related sick leave will commence at a date to be agreed upon by the Director and the pregnant teacher. The Cooperative will require statements from the teacher's physician for use in determining the date for initiating the leave and the date for concluding the leave.

Part 2. Upon completion of the sick leave, the teacher shall be reinstated to her original job or a position of like status and pay. The continuing contract shall remain in effect and the teacher shall retain all seniority, salary, and fringe benefits.

Part 3. At the conclusion of a pregnancy-related sick leave, a teacher may take childcare leave according to the provisions of Section 6 of this Article.

Section 2. Family Leave: Up to five (5) days per year, non-accumulative, with loss of sick leave, shall be granted in case which cannot be scheduled outside of the work day, for absence due to serious illness or injury (an illness the medical community would consider as life threatening or life altering) or death in the immediate family -- parents, brothers, sisters, husband, wife, children -- of the employee or spouse.

Subd. 1. A request for more than five (5) days may be presented to the Director who shall have authority to grant additional benefits if the request is judged to be valid. These additional days will be non-accumulative and will be deducted from accrued sick leave days.

Subd. 2: Up to two (2) days non-accumulative days per year, with loss of sick leave, shall be granted an employee for death or serious illness of relatives as listed: aunt, uncle, grandparents, grandchildren, nieces, nephews, sons-in-law, daughters-in-law, or first cousins of the employee or spouse.

Subd. 3. Employees wishing to avail themselves of the provisions of this Article must present the appropriate school district form to the Director whenever possible in advance of the anticipated leave. In the event it is not possible to present the request in advance, the appropriate form must be filed upon returning to work.

Subd. 4. Leave provided in this section shall apply to the regular academic year and center based summer school.

Subd. 5. The benefits outlined in this section shall be available to part-time employees on a pro-rated basis.

Section 3. Worker's Compensation:

Subd. 1. An employee who is eligible for compensation under provisions of the Worker's Compensation Act shall receive remuneration from the Cooperative equal to the difference between Workers' Compensation benefits and the employee's regular salary.

Subd. 2. The provision is limited to instances where a compensable injury is incurred in the service of the Cooperative.

Subd. 3. An employee must submit a request to the Director's Office to be considered eligible for remuneration.

Subd. 4. Any remuneration paid by the Cooperative, above the amount of workers' compensation, will result in a deduction of sick leave. The amount to be deducted from sick leave will be determined by the fractional part of the salary not covered by workers' compensation. This provision shall be limited to the extent of the employee's accrued sick leave.

Section 4. Personal Leave:

Subd. 1. Teachers shall be granted two (2) paid days of personal leave each year without loss of pay. Requests for personal leave must be made in writing on the approved form to the Director at least three (3) days in advance, except in the event of emergencies. The number of personal leaves approved on a daily basis is limited to four (4) certified staff. Staff can be denied personal leave if a suitable substitute cannot be located or the absence significantly impacts students in a negative manner.

Subd. 2 Teachers who have been employed **more than** seventeen (17) years according to the Seniority List shall be granted one additional day of leave for longevity with pay each school year. This longevity leave day must be used within the current school year, and will be recorded as the first personal leave day. Qualified teachers shall receive this longevity increment every year thereafter completing their seventeenth year.

Subd. 3. If the teacher has used less than five (5) days of sick leave(excluding Family Leave) in the prior school year, the teacher may carry one (1) or two (2) unused paid personal leave days into the next school year, or choose to receive payment of \$100 for each unused day of personal leave. Teachers may accumulate to a maximum of four (4) personal leave days without loss of pay or substitute costs. Each teacher must inform the Cooperative by May 31 if his/her unused personal leave days are to accumulate. In the event a teacher does not inform the Cooperative in writing by May

31, any unused personal leave for the current year will be reimbursed and will not accumulate.

Subd. 4. Teachers shall be granted an additional personal leave day with loss of substitute cost.

Subd. 5. A maximum of three (3) personal days may be used consecutively.

Subd. 6 Exceptions to the personal leave policy can be made at the discretion of the Director if the exceptions are in excess of benefits listed in this section. Exceptions made by the Director to Article IX, Section 4, Subd. 1 & 2, which would not result in full salary deduction, are personal leaves to attend graduations, weddings, and estate settlements of the employee, the employee's spouse, or children. Any benefits granted in addition to those listed in this section will not be subject to the grievance procedure.

Subd. 7 In the event a full day of school is canceled due to inclement weather, employees for whom personal leave has been approved but who have been unable to conduct their personal affairs due to the weather may request an additional day of personal leave. Such additional leave may be granted at the discretion of the Director subject to the provisions of Article IX, Section 4, of the Master Agreement.

Section 5. Childcare Leave: The board shall grant a child care leave up to one school year without pay or fringe benefits to a teacher for the purpose of providing full-time parental care to a natural-born or adopted child or children. This is limited to one parent unless an emergency situation occurs.

Subd. 1. In the event a pregnant teacher chooses child care leave, she shall submit written application no less than three (3) months prior to commencing the leave. Leave will commence at a date to be agreed upon between the Director and the pregnant teacher. The Director may require a statement from the teacher's physician to use in determining the date for initiating the leave.

Subd. 2. In the event of adoption, the teacher shall submit a written application for childcare leave upon learning the date of the home placement.

Subd. 3. Requests for childcare leave of emergency nature shall be written and submitted to the Director. Such requests shall be subject to approval of the school district.

Subd. 4. The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are consistent with some natural

break in the school year, i.e. winter break, spring break, semester or quarter break, end of grading period, end of the school year, etc.

Subd. 5. A teacher on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The premiums for the programs retained shall be paid by the teacher commencing with the beginning of childcare leave.

Subd. 6. Upon conclusion of the child care leave as agreed to in Subd. 1, 2, or 3 of this section, and upon signifying the intent to return to work the teacher shall be reinstated to the original job or to a position of like status and pay. The continuing contract shall remain in effect, and the teacher shall retain seniority, salary, and fringe benefits accrued prior to taking child care leave.

Subd. 7. A teacher shall not be eligible for sick leave during childcare leave.

Section 6. Association Leave: At the beginning of every school year, Southern Plains Education Cooperative Education Association shall be credited with ten (10) days, non-accumulative, without salary deduction, to be used by teachers who are officers or agents of the Association. Such use will be at the discretion of the Association. The Association agrees to notify the Director at least five (5) calendar days prior to the intended use of said leave. Effort will be made by the Association to avoid situations where more than two (2) people will be absent from any single building at the same time for purposes of this leave. Consideration will be given to emergency situations.

Section 7. Unrequested Leave of Absence: The Cooperative may place teachers on unrequested leave of absence in accordance with Minnesota Statute 122A.40, Subd. 6b.

Subd. 1. The seniority tie breaker procedure in the event that two or more teachers have equal seniority (i.e. same first day), their placement on the seniority list will be determined in the following order: 1. The teacher with the greater number of years full-time employment as a teacher will have seniority over a part-time teacher. 2. The teacher with the greater number of years teaching experience will have seniority (Total number of years of experience). 3. The teacher in the high salary lane of experience will have seniority. 4. The teacher with the greater number of areas of teaching on the license will have seniority. 5. The teacher with the greater number of extracurricular assignments will have seniority. 6. The teacher with the lower teacher retirement association (TRA) number will have seniority.

Section 8. Extended Leave of Absence: All full-time teachers are eligible to apply for an extended leave of absence as specified in Minnesota Statute 1976, Section 125.60, as amended.

Section 9. Other Leaves:

Subd. 1. Teachers may, without deduction from pay or leave, attend local funerals when such absences involve two hours or less and when classes can be arranged for within the staff at no cost to the cooperative. The number of leaves approved shall be determined by the Director.

Subd. 2. Employee absences arising from paid professional services will be subject to written approval by the Director and may be subject to salary deduction.

Subd. 3. A teacher called for jury duty or court testimony (exclusive of matters involving personal litigation) shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without salary deduction or loss of leave allowance. The compensation received for jury duty shall be remitted to the school district.

Subd. 4. Involvement in civic duties that requires time away from school responsibilities will be subject to written approval by the Director.

Subd. 5. Teacher absences arising from personal affairs not covered in this section shall result in full salary deduction and shall not exceed five (5) days per school year.

Subd. 6. Leave provided in this section shall also apply to center-based summer school at the discretion of the Director.

ARTICLE X

**EARLY RETIREMENT INCENTIVE
(For Employees hired prior to July 1, 2002)**

Section 1. Reimbursement For Unused Accumulated Sick Leave:

Subd. 1. Teachers subject to this agreement who have completed fifteen (15) years of service with the Cooperative shall be eligible for reimbursement for unused accumulated sick leave pursuant to the provisions of this article, upon submission of a written resignation to the school district as per Subd. 7. Eligible teachers presently on leave of absence would apply for reimbursement for unused accumulated sick leave in accordance with the agreement in effect at the time the leave commenced.

Subd. 2. Eligible teacher shall receive reimbursement for unused accumulated sick leave subject to the salary schedule.

Subd. 3. In applying for these provisions, a teacher's daily rate of pay shall be his/her basic daily wage at the time of resignation from the Cooperative, as

provided in the basic salary schedule for the basic school year, and shall not include any additional compensation.

Subd. 4. A teacher shall be eligible to receive reimbursement for unused accumulated sick leave, as defined and limited in Subd. 2 and 3 above, according to the following schedule relating to the teacher's years of full-time and part-time service at the end of the school year, in which the resignation is received by the Cooperative. Part-time teacher's reimbursement will be pro-rated according to percent of part-time status in a given year.

FORMULA OF YEARS

Number of Years Full-Time Service	Number of Unused Sick Leave Leave Days
15 through 19	75 days
20 or more years	100 days

Subd. 5. Minnesota State Retirement System's Post-Retirement Health Care Savings Plan (MSRSPHCSP); For all teachers who are eligible for benefits under this article, the Cooperative will deposit the reimbursement into the MSRSHCSP.

Subd. 6. Upon retirement, teachers who belong to the term life/accidental death and dismemberment plan may continue to remain a part of the insurance group at their own expense for a period of ten (10) years, or until eligible for Medicare, whichever comes first.

Subd. 7. This policy is in effect at the time when the letter of resignation is submitted to the Cooperative. In the event the resignation is accepted by the Cooperative, the effective date of resignation will be the date submitted to the Cooperative. If a teacher is deceased with all or a portion of the unused sick leave days unpaid, the full balance then shall be paid to the teacher's named beneficiary, if any, otherwise to the teacher's estate.

ARTICLE XI

403(b) Match Plan

Section 1. Conversion to 403(b) Match Plan: All teachers employed by the Cooperative at least a 0.5 FTE are eligible to participate in a 403(b) match tax-sheltered annuity plan as allowed under Minnesota Statute 356.24 and under the terms of this Article.

Subd. 1. Plan to Phase-Out Reimbursement of Unused Sick Leave:

All teachers hired after July 1, 2002, do not qualify and shall not be eligible for reimbursement of unused sick leave under Article X of the contract. Such teachers shall only be eligible to participate in the district's 403 (b) tax sheltered annuity-matching program, and the Cooperative shall make matching contributions to such a program in the maximum amount as set forth in Subd. 2 below.

Subd. 2. Upon the teacher's retirement, the total amount of the Cooperative's matching contribution to the 403(b) annuity account shall be deducted from any reimbursement for unused sick leave due and payable under Article X of this contract. If 403(b) contributions equal or exceed the amount due for reimbursement of unused sick leave, the teacher shall not be entitled to receive any reimbursement of unused sick leave, pursuant to Article X.

Subd. 3. Teacher Match: Teachers must elect to participate in the 403(b) annuity-matching program pursuant to the plan of his/her choice at the beginning of the plan year. The Cooperative's matching contribution to teachers participating in the plan shall be as follows:

Maximum school district contribution for an individual teacher is \$30,000.

Years in District	Matching Contribution
4+	\$ 250
5+	\$ 500
7+	\$1,000
10+	\$1,500

ARTICLE XII

HOURS AND CONDITIONS OF SERVICE

Section 1. Basic Day: The full-time teacher's basic day shall be eight hours.

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

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic day for teachers as is required by the school district or its designated representative. The additional duties for teachers include a reasonable share of extracurricular, co-curricular, and supervisory activities as determined by the Director, Cooperative, or member school district.

Section 4. Duty Free Lunch Period. Each full-time teacher shall be entitled to a duty free, uninterrupted lunch period. This lunch period will be a minimum of thirty minutes in length.

Section 5. Preparation Period

Subd. 1. Teachers shall be scheduled for a maximum of 360 minutes of regular classroom instruction time within the teacher's basic day, averaged during a workweek.

Subd. 2. For each 30 minutes of direct instruction time, assigned as described in Subdivision 1 hereof, a licensed teacher will normally be provided a minimum of 5 minutes of preparation time. While the Cooperative will make reasonable effort to provide such preparation time on a daily basis, other provisions of this subdivision permit the averaging of such time on a weekly basis. Moreover, such preparation time may be interrupted, modified, or rescheduled as necessary to attend to other activities. The Cooperative shall make reasonable effort to provide preparation time in usable blocks of time of at least 20 minutes in length in so far as possible.

Section 7. Employee records: All calculations of accrued time for sick leave and sick leave used will be based on records compiled in the Director's office.

Section 8. Teacher Seniority: "Seniority" means continuing contract qualified teachers commencing with the first day of actual service in the school district and shall exclude probationary teachers and those teachers who are substituting for teachers on leaves of absence. Part-time teachers employed less than an average of 20 hours per week or 100 days in a school year shall accrue seniority on a pro-rata basis.

Section 9. Shared Staff Members: In the event that our cooperative enters into an agreement to share a staff member employed by the cooperative to another school district, the following criteria will be used:

Subd. 1. The shared staff member shall receive all rights and benefits of the Southern Plains Education Cooperative Education Association Master Agreement.

Subd. 2. Travel time to and from the site of instruction shall not be taken for lunch periods or preparation period.

Subd. 3. Staff members assigned to teach in more than one school districts will be paid mileage from their main office as designated by the Director to any additional school sites that they are assigned. The mileage reimbursement rate will be according to Article VII, Section 2, of this Master Agreement.

Subd. 4. In the event that a shared staff member is required to work additional days beyond the school calendar of the other district, the teacher shall be paid additional compensation equal to a full per diem of the teacher's annual salary for each additional, or percentage of, a day's work. In no event shall a teacher's annual salary be reduced as a result of a difference between one district's school calendar and that of another school district to which the teacher is assigned.

ARTICLE XIII

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The Southern Plains Education Cooperative Board shall establish a uniform number of school days for teacher duty days. The number of teacher duty days will be 184. Teachers working in districts with less than 184 duty days will use the additional days as teacher workdays.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the teacher will perform duties that day or other such day in lieu thereof as the member school district and/or Cooperative shall determine.

ARTICLE XIV

GRIEVANCE PROCEDURE

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

1. An "aggrieved person" is the person or persons making the claim.
2. A "party in interest" is the person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim.
3. The term "days" except where otherwise indicated, means teacher contract days.
4. "Teacher" means any certified person as defined in Article III, Section 2, of this agreement.

Section 2. Purposes:

Subd. 1. The purpose of this procedure is to secure, as soon as possible, equitable solutions to the problems that may arise affecting the welfare and conditions of professional service of teachers. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Subd. 2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of any employee organization, provided the adjustment is not inconsistent with the terms of any applicable rule, regulation or policy of this cooperative and that the representative of any employee organization have given the opportunity to be present at such adjustment and to state its views.

Section 3. Procedures:

Subd. 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent.

Subd. 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be expedited prior to the end of the school year, or as soon thereafter as is practicable.

Subd. 3. The employee and the employee's duly appointed representative, if a representative is desired, shall attempt to adjust all grievances which may arise during the course of employment of any employee of the cooperative.

Subd. 4. Representative: The teacher, administrator, or cooperative may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Subd. 5. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default, for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 6. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 7. Time Limitations and Waiver: Grievance shall not be valid for consideration unless the grievance is submitted in writing to the cooperative board's designee setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of grievance. An effort shall first be made to adjust an alleged grievance between the teacher and the cooperative board's designee.

Section 4. Adjustment of Grievances: The Cooperative Board and the teacher shall attempt to adjust all grievances that may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1: Informal Discussion: If an employee feels that he/she has a grievance, he/she should first discuss it with the director in an effort to resolve the problem informally.

Subd. 2. Level I: If the grievance is not resolved through informal discussion, the grievants shall meet again with the Director. At this meeting, the grievance will be presented in writing setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought. The Director shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the most recent negotiating superintendent, providing the appeal is made in writing within five (5) days after receipt of the decision in Level 1. Within five (5) days after receipt of the written appeal, the most recent negotiating superintendent shall meet with the aggrieved person. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the most recent negotiating superintendent shall have four (4) days in which to provide his/her written decision to the employee.

Subd. 4, Level III: In the event the grievance is not resolved in Level II the decision rendered may be appealed to the Cooperative Board, provided such appeal is made in writing within four (4) days after receipt of the decision in Level II. If a grievance is properly appealed to the Cooperative Board, the Cooperative Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within five (5) days after the meeting, the Cooperative Board shall issue its decision in writing to the parties involved. At the option of the Cooperative Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and render its decision.

Section 5. The Cooperative Review: The Cooperative reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the Cooperative and its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Cooperative reviews a grievance under this section, the cooperative reserves the right to reverse or modify such decision.

Section 6. Arbitration Procedures: In the event that the teacher and Cooperative are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Director's office within four (4) days following the decision in Level III of the grievance procedure.

2. Prior procedure required: No grievance shall be considered by the arbitrator that has not first been duly processed in accordance with the grievance procedure and appeal provisions.
3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the Bureau of Mediation Services within the time period provided herein shall constitute a waiver of a grievance.

Section 7. Submission of Grievance Information:

Subd. 1. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of the appointment forward to the arbitrator, with a copy to the Cooperative, the submission of the grievance, which shall include the following:

- (1) the issues involved
- (2) Statement of the facts
- (3) position of the grievant
- (4) The written documents relating to the grievance

Subd. 2. The Cooperative may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Section 8. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose to designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Section 9:

A. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrators in cases properly tried before him/her shall be final and binding upon the parties: subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971, as amended.

B. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration including the cost of the transcript or recording. The parties shall share equally fees and

expenses of the arbitrator, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration.

Section 10: Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrators shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school and cooperative boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XV

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2015, through June 30, 2017, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent no later than April 1, 2017. 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 Cooperative 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, cooperative policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

APPENDIX

EXTRACURRICULAR ACTIVITIES: Teachers shall have the opportunity to accept and participate in extracurricular contracts between the teacher and site school district. Compensation arrangements will be made with the school district and not Southern Plains Education Cooperative. Any leave resulting from extracurricular activities will require approval of payment from the member district.

HOMEBOUND INSTRUCTION: \$30.00 per hour of instruction; no time will be provided for prep time.

Southern Plains Education Cooperative
2015-2016 Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30
1	39,972	40,754	41,707	42,830	44,126	44,648	46,285	48,092	50,073
2	40,667	41,449	42,402	43,526	44,821	45,344	46,980	48,788	50,766
3	41,441	42,224	43,177	44,301	45,596	46,118	47,754	49,561	51,541
4	42,293	43,076	44,030	45,153	46,446	46,967	48,605	50,415	52,393
5	43,224	44,007	44,961	46,084	47,378	47,899	49,536	51,346	53,323
6	44,234	45,016	45,970	47,093	48,388	48,910	50,547	52,354	54,334
7	45,321	46,104	47,057	48,181	49,477	49,999	51,634	53,442	55,421
8	46,489	47,270	48,223	49,348	50,643	51,163	52,801	54,609	56,588
9	47,734	48,516	49,468	50,591	51,887	52,410	54,046	55,853	57,831
10	49,057	49,837	50,792	51,917	53,212	53,733	55,371	57,178	59,156
11	50,459	51,242	52,193	53,319	54,613	55,134	56,770	58,581	60,559
12	51,940	52,722	53,674	54,799	56,096	56,617	58,252	60,060	62,039
13	51,940	54,280	55,235	56,358	57,655	58,175	59,811	61,619	63,598
14	51,940	54,280	56,872	57,997	59,291	59,813	61,449	63,259	65,236
15	51,940	54,280	56,872	59,712	61,008	61,529	63,166	64,974	66,952
16	51,940	54,280	56,872	59,712	62,803	63,324	64,962	66,770	68,748
17	51,940	54,280	56,872	59,712	64,676	65,197	66,834	68,642	70,621

Southern Plains Education Cooperative
2016-2017 Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA+10	MA+10	MA+20	MA+30
1	42,972	43,754	44,707	45,830	47,126	47,648	49,285	51,092	53,073
2	43,667	44,449	45,402	46,526	47,821	48,344	49,980	51,788	53,766
3	44,441	45,224	46,177	47,301	48,596	49,118	50,754	52,561	54,541
4	45,293	46,076	47,030	48,153	49,446	49,967	51,605	53,415	55,393
5	46,224	47,007	47,961	49,084	50,378	50,899	52,536	54,346	56,323
6	47,234	48,016	48,970	50,093	51,388	51,910	53,547	55,354	57,334
7	48,321	49,104	50,057	51,181	52,477	52,999	54,634	56,442	58,421
8	49,489	50,270	51,223	52,348	53,643	54,163	55,801	57,609	59,588
9	50,734	51,516	52,468	53,591	54,887	55,410	57,046	58,853	60,831
10	52,057	52,837	53,792	54,917	56,212	56,733	58,371	60,178	62,156
11	53,459	54,242	55,193	56,319	57,613	58,134	59,770	61,581	63,559
12	54,940	55,722	56,674	57,799	59,096	59,617	61,252	63,060	65,039
13	54,940	57,280	58,235	59,358	60,655	61,175	62,811	64,619	66,598
14	54,940	57,280	59,872	60,997	62,291	62,813	64,449	66,259	68,236
15	54,940	57,280	59,872	62,712	64,008	64,529	66,166	67,974	69,952
16	54,940	57,280	59,872	62,712	65,803	66,324	67,962	69,770	71,748
17	54,940	57,280	59,872	62,712	67,676	68,197	69,834	71,642	73,621

FOR:

Southern Plains Education Cooperative Education Association



President



Secretary

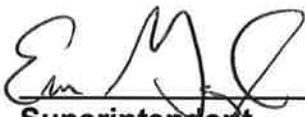


Chief Teacher Negotiator


Dated this 28 day of March, 2016

FOR:

School District #0915-52



Superintendent



Board Member



Board Member

Dated this 28 day of March, 2016

