SOUTHERN PLAINS EDUCATION COOPERATIVE EDUCATION ASSOCIATION/ SOUTHERN PLAINS EDUCATION COOPERATIVE

MASTER AGREEMENT

2023-2024

2024-2025

Southern Plains Education Cooperative Education Association/ Southern Plains Education Cooperative

MASTER AGREEMENT

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ARTICLE I

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.

<u>Section 2. Teacher:</u> Shall mean any person employed by Cooperative #915-52 in a position where Licensure is required by the Professional Educator Licensing and Standards Board (PELSB); in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; or in creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other cooperative or member school district early education program. However, it does not include the superintendent, principals, assistant principals, supervisors, and directors 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.

<u>Section 3. Other Terms:</u> 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 Minnesota Department 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 Representative Rights:

<u>Subd. 1:</u> By October 1 of each school year, the Cooperative shall provide in electronic form to the Exclusive Representative the names, addresses, telephone numbers, e-mail address, full-time equivalency (FTE) status, worksite location, and assignment of all bargaining unit members employed. On a quarterly basis or on request, the Cooperative shall provide the Exclusive Representative with a current bargaining unit list. Such requests shall be filled within five days.

<u>Subd. 2:</u> Agents of the Exclusive Representative shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Exclusive Representative agents shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

Subd. 3: When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Exclusive Representative President. A member seeking cancellation must provide written notice to the Exclusive Representative President by October 1 and notification will be given by October 5 to the Cooperative payroll representative.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the Cooperative to deduct one twelfth (1/12) of such dues from the regular pay check of the bargaining unit member for each pay period for 12 consecutive pay periods. The deductions will begin the first pay period on or after September 15th through the month of August. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the Cooperative. The dues will be deducted equally between existing pay periods between the date of the bargaining unit member's first pay date following notification from the Exclusive Representative and the month of August. If the dues updates are not received by September 15th, changes will occur in the appropriate subsequent payroll.

<u>Subd. 4:</u> The Cooperative shall notify the Exclusive Representative within nine (9) days of receiving, and no less than 24 hours before honoring a request for information about a bargaining unit member by an entity not otherwise affiliated with the school, including names, salary, job title, work location, phone number, or work e-mail address. Pursuant to the Minnesota Government Data Practices Act, all other employee contact information is private data that the employer will not disclose without the employee's prior written consent.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules:

The wages and salaries reflected in the Appendix, attached hereto, and shall be a part of the Agreement. In the event a successor Master Agreement is not entered into prior to the expiration of the Master Agreement, a teacher shall be compensated according to the current rate until a successor Master Agreement is fully ratified

Section 2. 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 3. 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 4. 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 5. Daily Wage:

The daily wage of teachers is the annual contract salary divided by the actual number of teacher contract days.

Section 6. Placement on Salary Schedule:

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

<u>Subd. 1:</u> Teachers are to be placed on the schedule according to the following provision:

a) <u>Prior experience:</u> Experienced teachers coming into the Cooperative may be allowed full credit on the salary schedule for experience.

b.) <u>Signing Bonus:</u> 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 of qualified replacements or a highly competitive market. This amount shall not exceed \$5,000 per year for up to three years.

<u>Subd. 2. Lane Transfer:</u> Credits to be considered for application on any lane of salary schedule must be germane to the teaching assignment, and receive prior approval 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. The deadline for the application (with all supporting documents) will be September 10th for a lane change effective for the full year. The deadline for making application complete (with all supporting documentation) will be January 10th for a lane change for the second half of the year.

b) For lane changes, an unofficial transcript is generally allowable, with the exception of the MA lane. Official transcripts must be submitted for advancement to the MA lane. The Director reserves the right to request official transcripts for all lane changes. (Unofficial transcripts are allowed for six weeks; however, the lane will be reverted if an official transcript is not proposed within six weeks of the request.)

<u>Subd. 3. Master's Degree Program:</u> 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 7: 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 8: 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 after the individual attains full licensure. If an employee leaves the Cooperative 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.

Section 9. Longevity Pay:

Teachers who have completed years of service as an employee of the Cooperative shall receive an annual career increment. The amount of payment shall be as indicated below:

13-17 years of service: \$750 18+ years of service: \$1500

Subd. 1. Schedule for Payment: The additional pay shall be added to the annual salary.

<u>Subd. 2. Years of Service:</u> Years of service start at the point the individual is licensed by the Professional Educator Licensing and Standards Board (PELSB) in any licensure other than a short-call substitute license. Years of service will only count as years under the SPECEA.

<u>Subd. 3. Leaves or Breaks in Service:</u> Any leave or break in service that results in an individual working less than 90 days in a school year will not be counted toward years of service.

ARTICLE VII EXTRA COMPENSATION

Section 1. Hourly Teaching Rate:

The rate for summer school, independent study, homebound, Targeted Services and similar instruction outside of the school day will be \$40.00 per hour. 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 Cooperative, the rate of reimbursement shall be at the federal government rate of allowable reimbursement, when authorized by the administration, with 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 a proportionate share of the daily substitute rate. No one teacher will receive more than one-fifth of the day for substituting.

ARTICLE VIII

GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

The Cooperative Board shall contribute \$10,600 for 2023-2024 and \$12,200 for 2024-2025 for health insurance coverage, including premium and HSA/VEBA, 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.

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

<u>Subd. 2. Flexible Benefit Plan:</u> 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 pay the premiums for long-term disability insurance for eligible teachers. Benefits are provided per the long-term disability policy language. Contact the Cooperative office for information about the long-term disability insurance.

Section 3. Term Life Insurance - Accidental Death and Dismemberment:

The Cooperative shall contribute up to a sum of \$105 per year for the Cooperative 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.

<u>Subd. 1.</u> 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.

<u>Subd. 2.</u> 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.

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

<u>Subd. 4.</u> Certified staff that is 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. This will be effective for employees starting on July 1, 2014 or later. <u>Subd. 5.</u> 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.

<u>Part 1.</u> 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.

<u>Part 2.</u> 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.

<u>Part 3.</u> 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

Employee's	Employee's Spouse			
Spouse	Parents			
Parents	Siblings			
Siblings	Children			
Children				

<u>Subd. 1.</u> 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.

<u>Subd. 2:</u> 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:

Employee's	Employee's spouse
Aunts and uncles	Aunts and uncles
Grandparents	Grandparents
Grandchildren	Grandchildren
Nieces and Nephews	Nieces and Nephews
Sons- and Daughters-in-law	Sons- and Daughters-in-law
First cousins	First cousins

<u>Subd. 3.</u> Employees wishing to avail themselves of the provisions of this Article must present the appropriate Cooperative 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.

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

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

Section 3. Worker's Compensation:

<u>Subd. 1.</u> 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.

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

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

<u>Subd. 4.</u> 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.

<u>Subd. 5.</u> Teachers that have accumulated more than 115 sick days as of April 15th of each year will have the number of sick days over 115 converted into a 403(b) at a contribution rate of \$150 per day. This contribution cannot take the teacher over the maximum allowable contribution to a 403(b) account. If the teacher reaches the IRS 403(b) limit before or during this conversion any remaining amounts will be paid as taxable income. The teacher must have a 403(b) established by April 30th if the teacher does not already have one established. The sick leave balance cannot drop below 115 sick days as a result of the 403(b) conversion.

Section 4. Personal Leave:

<u>Subd. 1.</u> 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.

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

<u>Subd. 3.</u> If the teacher has used less than five (5) days of sick leave (excluding Family Medical Leave Act) 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), if they've accrued a day of leave for longevity, 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.

<u>Subd. 4.</u> 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.

<u>Subd. 6.</u> 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.

<u>Subd. 7</u> 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.

<u>Subd. 1.</u> 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.

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

<u>Subd. 3.</u> 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.

<u>Subd. 4.</u> The Cooperative 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.

<u>Subd. 5.</u> 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.

<u>Subd. 6.</u> 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.

<u>Subd. 7.</u> A teacher shall not be eligible for sick leave during childcare leave.

Section 6. Association Leave:

At the beginning of every school year, the 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 (ULA):

The purpose of this article is to implement the provisions of Minnesota Statute 122A.40, Subd. 10. This will constitute the required plan for unrequested leave of absence (ULA). The Cooperative may place teachers on unrequested leave of absence, without pay or fringe benefits because of the discontinuance of position, lack of pupils, financial limitations or merger of classes caused by the consolidation of school districts. The unrequested leave is effective at the close of the school year.

<u>Subd.1. Probationary Teachers</u>: The board may non-renew probationary teachers (according to MN statute 122A.40 subd. 5) at the close of the school year; these teachers are not subject to ULA provisions.

Subd. 2. Placement of Continuing Contract on ULA: Placement on ULA shall be in this order:

a) <u>Tiered Licensure:</u> Tier 3 and 4 continuing contract, qualified teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher. A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 - licensed, Tier 2 - licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

b) <u>Teacher Improvement Plan:</u> No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a Teacher Improvement Plan as provided in the Teacher Development and Evaluation plan, required in M.S. 122A. 40, subd. 8.

Effective July 1, 2018, if a teacher is placed on a written "Teacher Improvement Plan" by June 15 and does not successfully complete the improvement plan by March 15 of the subsequent school year, they will be placed on an ULA prior to a less senior teacher.

c) <u>Exceptions for licensure</u>: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when the exercise results in that teacher being retained by the Cooperative in a field for which the teacher holds only a provisional license, as defined by the Professional Educator Licensing and Standards Board.

d) <u>Seniority Tie Breaker</u>: 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 lower teacher retirement association (TRA) number will have seniority.

<u>Subd. 3. Notice to teachers:</u> Following Cooperative Board action on discontinued positions and proposing placement of teachers on unrequested leave of

absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

a) States the applicable grounds for the proposed placement;

b) Provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and

c) Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the Cooperative Board's proposed placement action.

Subd, 4. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to Cooperative Board action shall be entitled to a hearing by a neutral hearing officer. Final Cooperative Board action to place a teacher on unrequested leave of absence must take place as noted in Statute 122A.40, Subd. 16.

<u>Subd. 5. Reinstatement:</u> A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the Cooperative in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a nonprovisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

a) <u>Notices</u>: When placed on ULA, a teacher shall file his/her name and address with the Cooperative personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the Cooperative depositing such notice to the teacher at the last address shall be sufficient, and any teacher on ULA shall be responsible to provide for the forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the Cooperative if any notice has been mailed as provided in this subdivision.

b) <u>Vacancies and notification</u>: No teacher shall be hired by the Cooperative while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 10 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

<u>c)</u> <u>Reinstatement Rights</u>: Reinstatement rights shall automatically cease 5 years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified

teacher. The teacher's right to reinstatement shall also terminate if the teacher fails to file with the Cooperative Board by April 1st of each year a written statement requesting reinstatement.

Subd. 6. Employment rights during and subsequent to leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible. The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The Cooperative agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 8. Teacher Seniority:

"Seniority" means continuing contract qualified teachers commencing with the first day of actual service in the Cooperative as a Tier II (a maximum of two years as a Tier II teacher), III, or IV teacher and shall exclude those teachers who are substituting for teachers on leaves of absence. Probationary teachers and Tier I teachers will be included on the list with notation of non-continuing contract rights. Part-time teachers will earn seniority as determined by Minn Stat. 122A.40.

Section 9. Filing Licenses and Preparation of Seniority Lists:

<u>Subd. 1. Filing of licenses:</u> In any year in which the Cooperative is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Executive Director's office as of January 1 of that year are considered for purposes of determining layoff within the areas of licensure. A licensed filed after January 1 will be considered for purposes of recall, but not for layoff.

Subd. 2. Preparation and posting of seniority and licensure lists: By October 15 of each school year, the Cooperative shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. The list will be posted on the Southern Plains website and email notification will be provided to teachers when the list is initially posted.

<u>Subd. 3. Request for change:</u> Any teacher with a correction or omission with the seniority and licensure list shall have twenty business days from the date of posting to provide a written request to the Executive Director for a change to the seniority and licensure list.

<u>Subd. 4.</u> Final list: Within ten business days after the request for change period has ended, the Cooperative will prepare and post a final seniority and licensure list. The list will be posted on the Southern Plains website and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the Cooperative and any teacher, subject to the grievance procedure.

Section 10. Dropping of an area of Teaching License:

A teacher shall not be permitted to drop a teaching license in any area without the express, written consent of the Executive Director.

Section 11. 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 12. Other Leaves:

<u>Subd. 1.</u> 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.

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

<u>Subd. 3.</u> 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 Cooperative.

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

<u>Subd. 5.</u> 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.

<u>Subd. 6.</u> 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 Cooperative 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.

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

<u>Subd. 3.</u> 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.

<u>Subd. 4.</u> 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 Days
15 through 19	75 days
20 or more years	100 days

<u>Subd. 5.</u> 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.

<u>Subd. 6.</u> 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.

<u>Subd. 7.</u> 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.

<u>Subd. 3. Teacher Match:</u> 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:

Start of Year	Matching Contribution
1, 2, & 3	\$250
4, 5, & 6	\$500
7, 8, & 9	\$1,000
10 or more	\$1500

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:

<u>Subd. 1.</u> 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.

<u>Subd. 2.</u> 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 6. 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 7. 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:

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

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

<u>Subd. 3.</u> 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.

<u>Subd. 4.</u> 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.

Section 8. Telework

<u>Subd. 1</u>. Right of Assignment – The Cooperative reserves the right to assign such work. Individuals may request to work via telework in whole or in part; however, ultimate assignment of duties is administrative discretion. Assignment of telework will be by mutual agreement between the Cooperative and the individual employee. Employees requesting to telework must put their request in writing. Following the employee's request, the Director and Employee must develop written expectations regarding the following items and have this signed by both parties.

<u>Subd. 2</u>. Technology – At minimum, the Cooperative will provide each individual with a computer. Other needed technology would be decided based on a case-by-case basis. Cooperative provided technology will be maintained and/or repaired by the Cooperative; shipping costs associated with repairs will be incurred by the employee. The employee should be prepared with a personal back up computer, printer, and scanner as needed. Staff are expected to have reasonable connectivity in their work environment in order to effectively communicate with students and staff. All Cooperative provided technology must be returned within 30 days of the individual's last day of employment or by June 15th (whichever comes first). If this deadline is unable to be met, replacement costs will be deducted from the individual's final paycheck

<u>Subd. 3</u>. Work Environment – Staff are expected to have an appropriate work environment in order to present a professional background for instruction. The environment must allow for a confidential environment in order to keep student information confidential. Staff will make arrangements for their supervisor to be able to conduct some random observations to ensure the environment and technology connectivity is appropriate for the student.

<u>Subd. 4</u>. Time Use – Staff will determine, with the Director, appropriate documentation of time and services. Additional documentation may be necessary with the acknowledgement that other staff have certain "accountability" just be being present in the school building that is not the case with individuals that provide services remotely.

<u>Subd. 5</u>. Licensure – Employees must maintain appropriate licensure in order to complete essential functions of their position. This may include, but is not limited to, licensure in states where they live and where they are practicing, as well as those required for billing for medical assistance, when applicable.

<u>Subd. 6</u>. Printing, copying, and mailing –The employee can complete printing, copying, and mailing at the Southern Plains office or respective assigned member district. If tasks must be done from a remote location due to the employee's choice, then all costs will be incurred by the individual.

<u>Subd. 7</u>. Travel – Travel necessary to get to and from Southern Plains offices or member districts is the requirement of the staff other than outlined within the collective bargaining agreement.

ARTICLE XIII LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days:

The 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:

<u>Subd. 1.</u> 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.

<u>Subd. 2.</u> 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:

<u>Subd. 1.</u> 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.

<u>Subd. 2.</u> 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.

<u>Subd. 3.</u> 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.

<u>Subd. 4. Representative:</u> 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.

<u>Subd. 5.</u> 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.

<u>Subd. 6. Filing and Postmark:</u> 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.

<u>Subd. 7. Time Limitations and Waiver:</u> 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 Cooperative in the following manner:

<u>Subd. 1: Informal Discussion:</u> 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.

<u>Subd. 2. Level I:</u> If the grievance is not resolved through informal discussion, the grievant 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.

<u>Subd. 4, Level III:</u> 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. 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 6. Submission of Grievance Information:

<u>Subd. 1.</u> 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

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

Section 7. 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 8:

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. <u>B. Expenses:</u> 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 9: 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, 2023, through June 30, 2025, 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, 2025, it shall give written notice of such intent no later than April 1, 2025. 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 of 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 the Cooperative. Any leave resulting from extracurricular activities will require approval of payment from the member district.

			2023-	2024 30	alary St	Jieuun	5		
STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30
1	52,169	53,036	54,093	55,338	56,775	57,353	59,168	61,172	63,367
2	52,940	53,807	54,863	56,109	57,545	58,125	59,938	61,943	64,136
3	53,798	54,666	55,722	56,968	58,404	58,983	60,797	62,800	64,995
4	54,742	55,610	56,668	57,913	59,347	59,925	61,741	63,747	65,940
5	55,775	56,643	57,700	58,945	60,380	60,958	62,773	64,779	66,971
6	56,894	57,761	58,818	60,064	61,500	62,079	63,894	65,896	68,092
7	58,100	58,968	60,024	61,270	62,707	63,285	65,099	67,103	69,297
8	59,395	60,261	61,317	62,564	64,000	64,576	66,392	68,397	70,591
9	60,774	61,641	62,697	63,943	65,379	65,959	67,773	69,776	71,969
10	62,242	63,106	64,165	65,412	66,848	67,425	69,241	71,245	73,438
11	63,796	64,664	65,719	66,966	68,401	68,979	70,793	72,800	74,993
12	65,437	66,304	67,360	68,608	70,045	70,623	72,435	74,440	76,634
13	65,437	68,032	69,091	70,336	71,773	72,350	74,163	76,168	78,363
14	65,437	68,032	70,905	72,153	73,587	74,166	75,981	77,987	80,178
15	65,437	68,032	70,905	74,054	75,491	76,068	77,884	79,888	82,081
16	65,437	68,032	70,905	74,054	77,481	78,058	79,874	81,879	84,072
17	65,437	68,032	70,905	74,054	79,558	80,135	81,950	83,955	86,149

Southern Plains Education Cooperative 2023-2024 Salary Schedule

Southern Plains Education Cooperative 2024-2025 Salary Schedule

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30
1	53,769	54,636	55,693	56,938	58,375	58,953	60,768	62,772	64,967
2	54,540	55,407	56,463	57,709	59,145	59,725	61,538	63,543	65,736
3	55,398	56,266	57,322	58,568	60,004	60,583	62,397	64,400	66,595
4	56,342	57,210	58,268	59,513	60,947	61,525	63,341	65,347	67,540
5	57,375	58,243	59,300	60,545	61,980	62,558	64,373	66,379	68,571
6	58,494	59,361	60,418	61,664	63,100	63,679	65,494	67,496	69,692
7	59,700	60,568	61,624	62,870	64,307	64,885	66,699	68,703	70,897
8	60,995	61,861	62,917	64,164	65,600	66,176	67,992	69,997	72,191
9	62,374	63,241	64,297	65,543	66,979	67,559	69,373	71,376	73,569
10	63,842	64,706	65,765	67,012	68,448	69,025	70,841	72,845	75,038
11	65,396	66,264	67,319	68,566	70,001	70,579	72,393	74,400	76,593
12	67,037	67,904	68,960	70,208	71,645	72,223	74,035	76,040	78,234
13	67,037	69,632	70,691	71,936	73,373	73,950	75,763	77,768	79,963
14	67,037	69,632	72,505	73,753	75,187	75,766	77,581	79,587	81,778
15	67,037	69,632	72,505	75,654	77,091	77,668	79,484	81,488	83,681
16	67,037	69,632	72,505	75,654	79,081	79,658	81,474	83,479	85,672
17	67,037	69,632	72,505	75,654	81,158	81,735	83,550	85,555	87,749

FOR:

Southern Plains Education Cooperative Education Association

President	
Secretary	
Chief Teacher Negotiator	
Dated this day of	_, 2024
FOR:	
Southern Plains Education Cooperative #0915-52	
Negotiating Superintendent	
Negotiating Board Member	
Board Chair	
Dated this day of	, 2024