

MASTER AGREEMENT

2019-2021

RENVILLE COUNTY WEST SCHOOL DISTRICT #2890

and

RCW EDUCATION ASSOCIATION

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MASTER AGREEMENT

ARTICLE I

PURPOSE

SECTION 1. PARTIES: THIS AGREEMENT is entered into between the School Board of Renville County West No. 2890, hereinafter referred to as the School Board, and the RCW Education Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of the Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the P.E.L.R.A, the School Board recognizes the RCW Education Association as the Exclusive Representative of teachers employed by the School Board of RCW District No. 2890 which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and described in the provisions of this Agreement.

SECTION 2. APPROPRIATE UNIT: The Exclusive Representative shall represent all the teachers of the district as defined in this Agreement and in said Act.

SECTION 3. NEGOTIATING UNIT: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

ARTICLE III

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term, "terms and conditions of employment", means the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the terms mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the school districts. The terms, in both cases, are subject to the provisions of the PELRA regarding the rights of public employees and the scope of negotiations.

SECTION 2. TEACHER: "Teacher" means all persons in the appropriate unit employed by the District in a position for which the person must be licensed/certified by the State Board of Teaching or MN Department of Education. The term teacher shall not include the superintendent, other district administrative personnel, principals, directors, and supervisory personnel, who devote more than 50% of their time to administrative or supervisory duties, and others excluded by law.

SECTION 3: PERSONNEL FILE DEFINED: For purposes of this contract the term permanent personnel file means all evaluations, files, and data generated within the School District related to each individual teacher.

SECTION 4: SCHOOL DISTRICT DEFINED: For purposes of this agreement the term "School District" shall have the same meaning as Board.

SECTION 5: BOARD DEFINED: For purposes of this agreement the term "Board" means the School District Board.

SECTION 6. OTHER TERMS: Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the function and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district

SECTION 3. EFFECTS OF LAWS, RULES AND REGULATIONS: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching duties as prescribed by the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, 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, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing statement of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly mentioned, and all management rights and functions not expressly delegated in this agreement are reserved to the School Board.

ARTICLE V

TEACHER RIGHTS

SECTION 1. RIGHT TO VIEWS: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the communication of a view, grievance, complaint or opinion on any matter related to conditions or 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.

SECTION 2. RIGHT TO JOIN: Pursuant to PELRA, 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 negotiation, grievance procedures and the terms and condition of employment for such teachers with the School Board of such unit.

SUBD. 1. By August 31 of each school year, and upon reasonable request, the District shall provide in electronic form to the Union the names, addresses, telephone numbers, email address, birthdate, not including the year of birth, full time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On negotiation years or upon reasonable request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five (5) days.

SECTION 3. MAINTENANCE OF MEMBERSHIP: Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the payroll office not less than two (2) weeks before the payday when it is to become effective.

The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the payroll office within that week.

SECTION 4. DISCRIMINATION: Outside of the school day, no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of any teacher.

SECTION 5. PERSONNEL FILES:

SUBD. 1. PERSONNEL FILE: An employee's personnel file shall contain only materials that are related to his/her employment. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

Each employee shall be furnished within 3 business days with a copy of all evaluative and disciplinary entries into the permanent personnel file. An employee shall have the right to place in his/her personnel file, a written response which shall be attached to the relevant document. Such responses shall be submitted within 15 days after the teacher has knowledge of the inclusion in the teacher's permanent personnel file.

Materials placed in the employee's personnel file, upon the employee's request and by a showing of the employee that such material is incomplete, inaccurate, or false, are to be immediately expunged from the file.

The contents of an employee's permanent personnel file shall be disclosed to the employee upon request during business hours and to the employee's Association representative upon the written request of the employee. Upon written request, copies of such materials shall be provided at the expense of the employee or Association. The permanent personnel file must be the basis of evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Appointing Authority from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Association.

SUBD. 2. CORRECTIVE ACTION: The School Board or its representative, in recognition of the concept of progressive correction, shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period of time for correction.

SUBD. 3. COMPLAINT ACTION: No action shall be taken upon any complaint, by a parent of a student, directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

SUBD. 4. DISCIPLINE AND DISCHARGE: Purpose: Disciplinary action shall be imposed on employees only for just cause and all disciplinary actions are subject to the grievance procedure established by this contract.

DISCIPLINARY ACTION

- A. Discipline shall include only the following, though not necessarily in this order:
1. Oral reprimand (will be accompanied by a brief file entry).
 2. Written reprimand.
 3. Suspension.
 4. Discharge.

- B. Association representation. The school district shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline without first offering the employee an opportunity for Association representation. Any employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be furnished the Local Association president or designated representative upon request. The employee shall be advised of the nature of the allegation(s) prior to questioning.
- C. Reprimand. If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.
- D. Identifying Reprimands. Oral reprimands shall be clearly identified as such at the time the disciplinary action is administered.
- E. Notification. A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file. When either a suspension or a discharge is intended, the Appointed Authority shall, before or at the time the action is taken, notify the employee in writing of the specific reason(s) for such action.

SUBD. 5. PROCEDURES FOR DISCHARGE OF PERMANENT EMPLOYEES.

A Teacher who is subject of a discharge shall be governed by Minnesota Statute section 122A.40.

SECTION 6: USE OF SCHOOL PROPERTY: Exclusive Representative of the Union 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, Union representatives shall make their presence known to the Superintendent or his/her designee. Such visits shall not interrupt normal work responsibilities. If the Union recognizes a need for a collaborative meeting with the school administration, the Union will work with the school administration at the earliest convenience to schedule a meeting.

SECTION 7. FACULTY LOUNGE: An appropriately furnished room shall be reserved for the use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be cleaned weekly by the school's custodial staff.

SECTION 8. LUNCH PERIOD: All teachers shall be entitled to a duty-free uninterrupted lunch period of 25 to 30 minutes. This duty free lunch period shall occur between 10:30 am and 1:00 pm.

SECTION 9. RESIDUAL RIGHTS: All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the districts. If at any time the teacher is paid for taking part in, or creating any of the preceding materials, all residual rights are waived.

SECTION 10. IMPROVEMENT OF INSTRUCTION:

A. Performance Appraisal: Teacher Evaluation

1. Evaluations will be conducted by a RCW principal/superintendent. Peer review as a formative evaluation only may be used as a supplement to an evaluation conducted by the principal/superintendent. Peer review may not be used as an evaluation tool for any disciplinary or job status decisions.
2. Probationary teachers will be formally evaluated three times per year and completed by April 1. Post conferences will be held in conjunction with each evaluation. Advance notice may be given.
3. Each continuing contract teacher will be formally evaluated once every **three** years. A post conference interview will take place within three working days scheduled by mutual agreement.
4. Teachers will be offered assistance in dealing with the problem areas that surface through the evaluation process.
5. The results of each formal evaluation will be validated by the signatures of the teacher and evaluator.

6. Written copies of the evaluation will go to the teacher, the evaluator, and the district office.
7. A copy of the formal evaluation three year schedule will be provided to the teachers.

B. Staff Development

1. Group staff development activities will be planned, coordinated and at times conducted by the District TLA leadership team, composed of two (2) members from each TLA site team. The District TLA leadership team (with the assistance of two (2) representatives from the District Wide Site Team) will develop site plans consistent with the education goals of the District. The plan shall include ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. improve student achievement of state and local education standards in all areas of the curriculum;
 - b. effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, and gifted children, within the regular classroom and other settings;
 - c. provide an inclusive curriculum for a racially, ethnically, and culturally diverse student population that is consistent with the state education diversity rule and the district's education diversity plan;
 - d. improve staff ability to collaborate and consult with one another and to resolve conflicts;
 - e. effectively teach and model violence prevention policy and curriculum that address issues of harassment and teach nonviolent alternatives for conflict resolution; and
 - f. provide teachers and other members of site-based management teams with appropriate management and financial management skills.
2. Individual and group staff development activities shall be offered every year.
3. Teachers will be required to participate in group in-service activities. Part-time teachers are required to participate in group district in-service activities on a pro-rated time basis. The District will inform the part time teacher which portion of the in-service day they need to attend at least one week prior to the in-service day. If a full day of in-service is required by the District, the District will pay any part-time teacher their daily rate of pay for the additional hours. The District will also inform the part-time teacher at least one week in advance of the in-service that they are required to attend the entire in-service day. Participation in individual staff development activities such as workshops, seminars and classes to stimulate professional growth is also encouraged.
4. A personal plan for professional improvement is subject to current law. One or more goals for professional growth during the current school year should be identified.

C. Components of the Individual Staff Development Program.

1. Self-Improvement Plan/Peer Mentoring

Mentoring shall mean: A career teacher with at least five (5) years of teaching experience who agrees/volunteers to participate. Any tenured teacher that voluntarily participates as a mentor in the mentorship program will be paid an annual stipend of \$500. Any mentor / mentee conflicts that may arise during a contract year will be brought to the Superintendent, or his / her designee for potential conflict resolution. All parties are encouraged to act in good faith to resolve disputes; however, and by mutual agreement by both mentor and mentee, should the pairing dissolve due to said conflict, the mentor will be paid pro rata based on the number of months already served. The mentorship program shall not be evaluative in nature on an annual basis.

Peer Mentoring Team shall mean: A team composed of three (3) voluntary mentors.

- a. A personal plan for professional improvement will be developed by the teacher and the principal and/or the peer mentoring team. The plan will be put in writing.
- b. One or more goals for professional growth during the current school year will be identified.
- c. Performance targets and a time line will be set jointly by the teacher and the principal and/or peer mentoring team.

- d. Activities to meet performance targets will be identified.
- e. The principal and/or the peer mentoring team will informally monitor the plan throughout the year.
- f. At least one formal conference will be held before May 1 to evaluate the results. Teacher and principal and/or peer mentoring team will jointly evaluate.
- g. Both teacher and principal and/or peer mentoring team will receive written copies of a summary of the results of the self-improvement plan. Signatures of both will validate the results.
- h. Results will be confidential between the teacher and the principal and/or peer mentoring team and will not be put in the personnel file.

2. Self-Appraisal Process

- a. Self-evaluation by the teacher may be facilitated by the principal. New and probationary teachers will participate every year. Tenured teachers may participate on a voluntary basis by making arrangements with the principal.
- b. Self-appraisal will be done in addition to the every teacher formal evaluation program.
- c. The teacher and principal/superintendent will determine the number of observation times, not to exceed three (3) per year, needed for this process which will be completed by May 1. Advance notice may be given.
- d. A post conference will follow each observation.
- e. Results of the observations will be discussed in a final conference.
- f. Results of each conference will be put in writing, signed by both parties and a copy received by both the teacher and the principal.
- g. Results will be confidential between the teacher and the principal and will not be put in the personnel file.
- h. The principal will facilitate the post conference by means of the following steps:
 - 1) Data will be presented by the principal in a non-judgmental manner.
 - 2) Self-evaluation of performance will be conducted by the teacher including analysis of strengths and weaknesses.
 - 3) Summary -- Salient points will be put in writing and discussed. Teacher and principal will sign and receive copies.
- i. Peer evaluators will be compensated 60 minutes per evaluation at sub pay rate. (Currently \$32.60 per hour)

ARTICLE VI

BASIC SCHEDULES AND SALARY SCHEDULE

SECTION 1. BASIC COMPENSATION:

SUBD. 1. 2019-2020 PAY SCHEDULE: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the 2019-2020 school year.

SUBD. 2. 2020-2021 PAY SCHEDULE: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2020-2021 school year.

SUBD. 3. Teachers who are in 15 years of service to the district will receive an additional \$500 per year in salary. Teachers who are in 20 years of service to the district will receive an additional \$1000 per year in salary. Teachers who are in 25 years of service to the district will receive an additional \$1,500 per year in salary. Teachers who are in 30 years of service to the district will receive an additional \$2,000 per year in salary. All longevity pay will be pro-rated based on FTE and will be paid out at the end of the school year by submitted voucher of qualifying teachers.

SECTION 2. STATUS OF SALARY SCHEDULE: The salary schedules are not to be construed as part of a teacher's continuing contract and the School Board reserves the right to withhold increment advancement, lane changes, or any other salary increase for just cause, as the School Board shall determine.

SECTION 3. EXTRA-CURRICULAR:

SUBD. 1. RATES OF PAY: The extra-curricular salaries reflected in Appendix C, attached hereto, shall be a part of the Agreement for the 2019-2020 and the 2020-2021 school years.

SUBD. 2. PAYMENT OF SALARY: The teacher in charge of an extra-curricular activity shall have one of the following options for salary payment:

- a. Total payment at the end of the activity. A voucher must be presented to the payroll clerk according to the pay calendar.
- b. Salary will be paid to the Advisor/Coach in two installments, one-half at mid-season, the remainder at the end of the season.
- c. Beginning with the start of the activity, salary may be divided equally into the remaining pay periods for that contract year.

SUBD. 3. ASSIGNMENT OF DUTY: In addition to the basic school day, teachers may be required to reasonably participate in school activities beyond the basic teacher's day, as is required by the School Board or its designated representative. The normal duties for teachers include a reasonable share of co-curricular and supervisory activities as determined by the principal, superintendent, or School Board. Junior and senior class head advisors may be assigned, with the provision that chaperoning of the senior class trip is not a part of the assignment. Assignments of extra-curricular activities are by mutual agreement. However, once an assignment is accepted, the teacher must give notice by May 1 to be relieved of the assignment for the following school year, unless by mutual agreement.

SECTION 4. ADDITIONAL ASSIGNMENT COMPENSATION:

In the event the school district establishes a 7 period day, meaning the school day consists of 7 periods of study for students, the following provisions will apply. For six (6) classes both semesters a teacher shall receive an additional 1/11 of the teacher's basic salary. For six (6) classes one semester, and five (5) classes plus a study hall the other semester a teacher shall receive an additional 1/22 of the teacher's basic salary. Middle School licensed teachers who are scheduled to teach both elementary (K-6) and secondary (7-12) classes and meet the definition of Article VI, Section 4 will be compensated 1/11 of the percentage of secondary classes taught.

SECTION 5. 8 PERIOD DAY – SECONDARY TEACHERS:

In the event the school district establishes an 8 period day, meaning the school day consists of 8 periods of study for students, the following provisions will apply. Under the eight-period day schedule, the normal assignment for secondary teachers shall be six instructional periods each semester. For seven (7) classes both semesters a teacher shall receive an additional 1/6 of the teacher's basic salary. For seven (7) classes one semester, and six (6) classes another, a teacher shall receive an additional 1/12 of the teacher's basic salary.

SECTION 6. ELEMENTARY PREP TIME: The board and the Education Association being unable to reach a negotiated procedure agree to abide by the components of State law.

SECTION 7. PLACEMENT ON THE SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

SUBD. 1 GERMANE: Credits to be considered for application on any lane of the salary schedule shall be germane to the teaching assignment. All credits, in order to be considered for application on the salary schedule must be approved for lane changes; they must meet one of the following criteria:

- a. Graduate credits germane to your field.
- b. Undergraduate credits taken to strengthen the teaching areas in which there is an agreed upon need.
- c. Undergraduate credits taken to strengthen an area of need due to an administrative assignment.

SUBD. 2. EFFECTIVE DATE: Individual contracts shall be modified to reflect qualified lane changes. Lane change requests must be submitted and approved prior to the beginning of each semester for salary adjustment. Salary adjustment pertaining to any lane changes submitted at semester time will be calculated at .5 of the difference between the lanes on the salary schedule for total compensation for that contract year.

SUBD. 3. PREVIOUS SCHEDULE APPROVAL: The rules contained herein, relating to the application of credits on the salary schedule, shall not deprive a teacher of any salary schedule placement which has already been recognized and accepted.

SUBD. 4. PRIOR EXPERIENCE: An incoming teacher who has had experience in other school systems may be given full credit for up to six years of outside teaching experience. Up to 12 years outside experience may be allowed at the sole discretion of the School Board. An RCW K-12 teacher who transfers to the ECFE program brings their place on the salary schedule to the ECFE seniority schedule. If he/she returns to the K-12 schedule, he/she does not receive credit for the time spent in the ECFE program.

SUBD. 5. LANE CHANGE: Teachers earning semester credits for lane changes will have them computed to a quarter credit equivalency at the rate of 1.5 quarter credits to 1 semester credit.

SECTION 8. PART-TIME TEACHERS: Part-time teachers shall be paid at a rate proportional to the extent of their employment or greater, at the discretion of the School Board.

SECTION 9. SUBSTITUTING: A contracted teacher voluntarily substituting for another teacher shall be paid \$32.60 per hour.

SECTION 10. PAY PERIODS: Payment of salary shall be semi-monthly.

SECTION 11. COLLEGE COURSE TEACHING: TUITION REIMBURSEMENT

College Course Teaching: Tuition Reimbursement

The school district will pay up to \$8,000 total for any teacher willing to obtain the required 18 credits past master's degree to teach any college concurrent courses as assigned by the school district. To be granted tuition reimbursement, all requests must be pre-approved by the district and the employee must complete the course with a grade of A, B, or C. A grade of D, F, Incomplete or No Pass will not be reimbursed. Written proof of successful completion is required. Requests for tuition reimbursement with all accompanying grade slips and billing statements from schools are to be turned in to Human Resources after the course was taken in order to receive reimbursement for the course for that fiscal year. Teachers must complete the required 18 credits within 36 months of the first class taken. If a teacher decides to drop out of a program at any time, any tuition paid out thus far will be reimbursed to the district prior to June 30 of that fiscal year.

Teachers receiving tuition reimbursement would agree to teach in the district for three years following accreditation. Failure to remain in the district for three years would result in the teacher paying back the district pro rata based on number of years taught in district following said accreditation. The teacher leaving the district would have until June 30 of that year to pay back all reimbursed funds. Should a teacher leave after the June 30 date, they would have 30 calendar days to reimburse the district the previously reimbursed tuition. If the School District terminates the teacher during the three year commitment, the teacher would not be responsible for paying back any reimbursed tuition.

Tuition reimbursement shall be treated for tax purposes in accordance with all applicable laws and regulations.

Any teacher who has been pre-approved to teach college concurrent courses before June 30, 2021 will receive full educational benefits under this section. No approvals will be given after June 30, 2021.

Stipend

Teachers who are teaching College Now, PSEO, College on-line courses, or teaching a class that administers a test from which students can earn college credits will receive a \$500 stipend for each course taught per semester. Voucher requests for the college teaching stipend are to be turned in to Human Resources at the completion of each semester where the course (s) is taught in order to receive reimbursement for the course.

Courses are to be attended on non-work time.

ARTICLE VII

INSURANCE

SECTION 1. HEALTH INSURANCE: The School Board shall pay up to **\$6,600** toward the premium for 2019-2020 and up to **\$6,800** toward the premium for 2020-2021 for an employee and dependents for each teacher employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan.

SECTION 2. LONG TERM DISABILITY INSURANCE: The School Board shall provide a long term group disability insurance plan available for each member of the bargaining unit. Benefits shall be payable upon the 60th calendar day of disability at 66% of the teacher's contractual salary. Benefit payments shall continue to age 65 or until termination of disability, whichever occurs first.

SECTION 3. CLAIMS AGAINST THE SCHOOL DISTRICT: It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

SECTION 4. LIABILITY INSURANCE: Teachers shall be included in the district liability package as required by law.

SECTION 5. ELIGIBILITY: Full benefits provided in this Article are designed for full-time teachers. Part-time teachers who are members of the appropriate unit shall be eligible for benefits, subject to the carrier's policy. The School Board's contribution shall be proportional to the extent of the teacher's part-time employment.

SECTION 6. DURATION OF INSURANCE CONTRIBUTION: All School Board participation and contribution shall cease, effective on the last working day, except for accumulated benefits. (i.e., summer months).

SECTION 7. INSURANCE SPECIFICATIONS: Specifications for insurance policies shall not be lowered unless by mutual agreement.

SECTION 8. EARLY RETIREMENT COVERAGE: Any teacher who has been employed as a teacher in the district for at least 10 years and is at least 55 years of age shall be eligible, subject to carrier's policy, upon retirement, to be covered by the district's health plan up to the commencement of Medicare. Teachers retiring with health insurance shall receive from the district up to but not to exceed \$7,800 towards health insurance each year. This payment shall be made in 12 monthly installments of \$650 each and will continue monthly until the retiree is eligible for Medicare. If the premium exceeds the district benefit of \$650 per month (\$7,800 annually), the retiree will be responsible to submit payment for the difference by the 10th of each month to the district business office. In the year that a retired teacher reaches Medicare age the monthly premium for health insurance paid by RCW Schools will continue to the month of their birth date, at which time all district benefit for health insurance will be terminated. Teachers hired after July 1, 2011 will not be eligible upon retirement to receive from the district financial contributions toward health insurance as outlined above in this section (Section 8. Early Retirement Coverage).

SECTION 9. ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE EMPLOYEES: The School District shall make available a coordinated VEBA Plan and Trust to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance

program offered. This coordinated VEBA Plan and Trust is described in summary and available upon request. The School District and Teachers assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501 (c) (9) of the Internal Revenue Code. As has been provided in adoption agreement for the VEBA Plan document, eligible health expenses shall be paid from the flexible spending account first, until an individual's FSA is exhausted and the VEBA Plan second.

Subd. 1 High Deductible Health Plan (HDHP). The District will offer a High Deductible Health Plan (HDHP) that can function with a VEBA or a Health Savings Account. Employees indicating they intend to switch to a Health Savings Account will be contacted to confirm their transition from/to and HSA.

Subd. 2 Coordination with VEBA. If a teacher or retiree participates in a VEBA and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health plan year the individual shall elect coverage options under the VEBA plan that limit payment or reimbursement from the VEBA as defined in IRS code.

Benefits provided through VEBA/HSA. The School District shall provide the following welfare benefit arrangement through the VEBA/HSA.

Subd. 1. Contributions to the Active Employee's Plan: Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members and eligible retirees in accordance with the following schedule:

\$1,200 (of the total district benefit amount) for each qualified employee who elects single coverage under the group health plan: and

\$2,400 (of the total district benefit amount) for each qualified employee who elects family coverage under the group health plan.

The contribution will be made on a monthly basis over the VEBA/HSA Plan year. If a participant in the VEBA/HSA Plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA/HSA Plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA/HSA Plan, the Employer shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year. In the event that an accelerated payment was made to an employee who terminates employment with RCW prior to the fiscal year, the pro-rated amount of the accelerated payment will be recovered from the employee.

Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA/HSA Plan shall be paid from the account. Administrative fees allocable to individual accounts of active employees, who have accrued a balance in the VEBA/HSA Plan but change coverage, so that they are no longer entitled to the school district's contributions, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the former employee's account. Administrative fees allocable to the individual accounts of retirees shall be paid from the retiree's account. If the VEBA/HSA Plan is terminated, or if employer contributions cease by agreement between the parties, administrative fees shall be paid from the individual's account.

Employee contributions to the Health Savings Account. Employees are eligible to make payments into the Health Savings Account via payroll deduction up to the amount that is allowed by the IRS.

Cancellation of Insurance Policy. Should any state or federal law be enacted which duplicates benefits and pay provided by the School District, the benefits provided by the School District shall be cancelled. The School District agrees that the teacher shall not be assessed or required to pay an additional cost or penalty for cancellation of the insurance policy.

SECTION 10: SABBATICAL OR CHILD CARE LEAVES: Any teacher employed in the district who is on either a Sabbatical or Child Care leave shall be eligible, subject to carriers policy, to be covered by the district's health plan coverage. The premiums for such coverage shall be the responsibility of the teacher on leave.

SECTION 11. A joint Association and School District committee shall mutually agree to any changes in health insurance coverage and carriers, pursuant to the specifications in law. Non-certificated subscribers to health insurance may be on the insurance committee.

ARTICLE VIII

LEAVES

SECTION 1. LEAVE DAYS

SUBD. 1. Earnings: A full-time teacher shall earn leave at the rate of 17 days (136 hours) each year of service in the employ of the School District. Annual leave days shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Those who are at the 800 hour limit at the beginning of the year or have reached the 800 hour limit during the school year, their lost hours will be restored at the end of the school year up to the number of hours that were lost.

SUBD. 2. Accumulation: Leave days/hours will accumulate in one pool for each teacher. Unused leave days/hours shall accumulate to a maximum of 100 days/800 hours of leave.

SUBD. 3. Use: Leave days may be used in one of the following ways:

1. **Sick Leave:** Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of any extended (beyond four (4) days) or chronic illness/disability indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised. If no more than three (3) days of sick leave are used, the teacher will receive a wellness incentive payment of \$240.00. If four (4) days of sick leave are used, the wellness incentive payment will be \$140.00. If five (5) days of sick leave are used the wellness incentive will be \$100.00. When six (6) or more days of sick leave are used, there will be no wellness incentive payment. In order to receive payment, a claim voucher must be completed and submitted to the district office by the defined date indicated on the voucher.
2. **Emergency Leave:** Emergency leave may be granted for the illness or death of a spouse, son, daughter, children in your care, parents, sibling, grandparents, grandchildren, spouse's parents, spouse's siblings and residents of the same household. Up to six (6) consecutive days may be used and will be deducted from the sick leave days. The emergency days will not be counted against a teacher when calculating the wellness incentive.
3. **Personal Leave:** Each teacher may be granted up to three (3) days annually by the Superintendent or his/her designee for personal use. A teacher may carry over one 2 personal days to the next school year or he/she may choose to receive ½ hour of pay for each 1 hour of unused personal leave. Hourly salary is calculated by dividing a teacher's basic salary by the product of contract days per school year and eight hours or contract hours. In order to receive payment or carry over a personal day, a claim voucher must be completed and submitted to the district office by the defined date indicated on the voucher. A teacher who wishes to use a personal day/days shall make the request at least one week in advance to the Superintendent or his/her designee. No more than two teachers in 7-12 and two teachers in K-6 may be granted personal leave on the same day unless otherwise approved. Personal leave may not be taken on parent/teacher conference days or staff development days unless the absence is due to a RCW school event. If all 17 days (136 hours) are used during the year, a teacher may not carry over any personal leave days or be eligible for the personal leave incentive.
4. **Appointments and/or Examinations:** Routine doctor or dentist appointments and/or examinations will not be considered bonafide sick/emergency leave. These routine appointments should be scheduled so as not to conflict with the school day. In the event of unusual circumstances, a request in writing may be made to the Superintendent or his designee for special consideration.
5. **Sick Leave Bank:**
Subd. 1. Teachers who have a catastrophic illness or a spouse/child/step-children with a catastrophic illness shall be allowed to utilize days from the annual sick leave bank. A catastrophic illness is defined as but not

limited to: an illness or injury that required the employee to be absent from work for 30 or more calendar days from the date of the first absence.

Subd. 2. Membership will be open to all teachers. The request for participation will be made by the Executive Board of the Exclusive Representative to the membership. Eligible teachers must declare their intent to participate:

- (a) On or before September 30 of any year, or
- (b) Within 30 days of a position hired during the school year.
- (c) By volunteering their individual accumulative sick days above the maximum of 100 from the preceding year placed into the sick leave bank at the end of the school year or start of the following year.
- (d) By declaring to designate one (1) sick leave day to the bank at the start of each year.

Subd. 3. Teachers who do not belong to the Sick Leave Teacher Protection Bank will not be able to draw days from it.

Subd. 4. Teachers applying for days from the Sick Leave Teacher Protection Bank are required to use his/her individual accumulated sick days prior to requesting days from the bank.

Subd. 5. The Sick Leave Teacher Protection Bank shall not be used when a teacher qualifies for long-term disability income insurance.

Subd. 6. All teachers who choose to participate in the "Bank" will be assessed from their accumulated sick leave. All assessed days will be accumulated from year to year in a "Bank" where they will be available to teachers who have used all of their designated sick leave days. When all of the days in the "Bank" have been reduced to the minimum number of 150 days, teachers who are participating will be assessed an additional day of their sick leave to the "Bank." Teachers may volunteer to donate more than one day.

Subd. 7. All requests for use of the "Bank" will be made to the RCWEA President and member rights person. Requests will also be made to the Superintendent and Human Relations person. All claims will be coordinated with the teacher's Long Term Disability Insurance Protection if applicable. Decisions on eligibility are not grievable.

Subd. 8. No teacher will be allowed to access more than ninety (90) days of banked sick leave days in any school year.

Subd. 9. Members will not be able to access the "Bank" in the case of a Normal Pregnancy. Pregnancies that result in medical complications for the mother will be allowed to access sick leave days from the "Bank."

Subd. 10. A teacher may withdraw from the Teacher Protection Bank at the beginning of any school year. In the case of a withdrawal, a teacher's contribution of days to the "Bank" will remain in the "Bank." Upon withdrawal, the teacher gives up all rights to request days from the "Bank."

Subd. 11. In the event that the minimum of 150 days noted in Subd. 6. is not met through the initial sign-up, the RCWEA Executive Committee and the school district will modify the minimum number of "bank" days necessary.

Subd. 12. In the event that a qualifying teacher has her/his FTE reduced to less than 75% by the School District, or voluntarily under Minn. Statute 354.66, said teacher will remain a member of the bank on a pro rata basis.

SUBD. 4. DEDUCTION: Sick, emergency and personal leave days will be deducted one hour for one hour used. Sick and emergency leave days are both deducted from the teacher's individual pool; however, only sick leave days for a teacher will be used when calculating for the wellness incentive in Article VIII, Section 1, Subd. 3, number 1. In the event that a teacher misses a parent/teacher conference day or staff development day due to illness or emergency, they will be responsible for the content of the day/days missed.

SUBD. 5. WORKERS COMPENSATION ACT: In the event a teacher's absence is due to an illness or injury incurred in the course of employment and compensable under the Minnesota Worker's Compensation Act, M.S. Chapter 176, the School Board shall pay to the teacher the difference between the teacher's salary and the payment received under the Act in lieu of salary, and the percentage of salary not covered by the Act shall be proportionately charged against the teacher's accumulated disability leave.

SECTION 2. FAMILY/CHILD CARE:

SUBD. 1. ELIGIBILITY: The School Board shall grant a child care leave, without pay, to any teacher, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children provided such teacher/parent is caring for, or sharing, the child on a full time basis.

SUBD. 2. APPLICATION: A teacher shall make application in writing, informing the superintendent of intention to take a child care leave at least three (3) calendar months prior to commencement of the intended leave.

SUBD. 3. APPROVAL: In making determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to grant any leave of more than one (1) school calendar year, including any portion of maternity leave, unless by mutual agreement, nor shall the School Board be required to permit the teacher to return to employment prior to the date designated in the leave application, unless by mutual agreement.

SUBD. 4. TERMINATION OF LEAVE: Upon returning to active employment status, the teacher shall be reinstated in his or her original job or to a position of like status and pay. The continuing contract shall remain in effect and the teacher shall retain all rights to seniority and salary. Over one-half (1/2) year of active employment shall be considered full time for salary purposes.

SECTION 3. PARENTAL LEAVE: In the event of pregnancy, a teacher may commence either a pregnancy leave without pay prior to the onset of disability occasioned childbirth, or may continue teaching until the onset of disability and then commence a disability leave with pay.

SUBD. 1. NOTIFICATION: The teacher shall submit her written application for maternity leave to the School Board stating the approximate beginning date.

SUBD. 2. APPROVAL CONDITIONS: The School Board agrees to grant up to six (6) months maternity leave. If the teacher continues teaching until the onset of disability and then commences a disability leave she may use disability leave for those days school is actually in session. A certificate signed by their physician, stating that they are unable to perform normal teaching duties must be submitted to the School Board.

SUBD. 3. TERMINATION OF PARENTAL LEAVE: Following childbirth and upon signifying their intent to return to work within the six (6) month period, the teacher shall be reinstated pursuant to the terms of ARTICLE VIII, SECTION 2, SUBD. 4.

SECTION 4. LEAVES FOR PROFESSIONAL REASONS:

SUBD. 1. APPROVAL CONDITIONS: The School Board encourages instructional staff to participate in professional meetings. Requests for permission to attend professional meetings on school days require the approval of the superintendent or designee. Under special conditions, the School Board may elect to pay all or part of the expenses incurred by the employee attending such professional meetings.

SUBD. 2. PROFESSIONAL PARTICIPATION: Up to two days leave per year may be granted for any teacher under contract who has the opportunity to judge events, or participate in professional non-paying capacities for the Minnesota State High School League, Minnesota FFA Association or other activities approved by the superintendent.

SUBD. 3. EXCLUSIVE REPRESENTATIVE DAYS: Teachers who are officers or agents of the Exclusive Representative shall be allowed to attend professional meetings without loss of pay. The Exclusive Representative shall reimburse the School Board the cost of any substitute teacher required.

SECTION 5. SABBATICALS: The School Board shall grant a leave of absence, without pay, for one year, to a tenured teacher who uses this time to further formal education in the teacher's particular field. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of absence.

SUBD. 1. APPLICATION: Application must be in writing to the superintendent by January 1 of the current year.

SUBD. 2. COMPLETION: Teacher's failure to complete a one-year formal education program shall result in termination of contract.

SUBD. 3. RETURN: The teacher must agree to teach for one year in the Renville County West system upon return from leave of absence.

SUBD. 4. APPROVAL: The number of approvals in any given year shall be one (1), based on seniority, with additional sabbatical at the discretion of the School Board.

SECTION 6. JURY DUTY: Teachers called for jury duty shall not be deducted in pay and shall advance payment received for jury duty during the time missed to the school district.

SECTION 7. OTHER LEAVES OF ABSENCE: The School Board may grant a leave of absence without pay or other benefits for one year to those teachers having taught a minimum of five years in the RCW School District. This leave may be used for whatever purpose the teacher chooses. The teacher must notify the superintendent by April 1 of the following year of his desire to return. Requests for leave must be submitted in writing by April 1 of the last year of teaching. The teacher shall return to the salary schedule at the next step immediately following the one he/she left.

SECTION 8. NEGOTIATING TIME: Only those teachers required to be engaged, during the school day, in negotiating on behalf of the Exclusive Representative with a representative of the School Board or participating in any professional **grievance** negotiation, including arbitration, shall be released from regular duties without loss of salary.

SECTION 9. SENIORITY: For the purposes of an unrequested leave of absence (ULA) means initial date of hire with the school district in a position requiring a license.

SUBD. 1. PLACEMENT: 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. Tier 3 and 4 continuing contract teachers shall be placed on ULA in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

SUBD. 2. PREPARATION AND POSTING OF SENIORITY AND LICENSURE LISTS: By January 15 of each school year, the School District shall create and post a seniority and licensure lists. 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 at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

SECTION 10. UNREQUESTED LEAVE - TIE BREAKER: If a tie in seniority should occur between two or more teachers, the following criteria shall be used sequentially to determine the order of placement on unrequested leave of absence, recall, or transfer. The following steps will be followed in order until the tie is broken.

1. **FULL TIME TEACHER:** A full time teacher shall be more senior
2. **TOTAL TEACHING YEARS:** The teacher having taught the most years in DRSH, BDRSH, and RCW school districts shall be the more senior. If a tie still exists the teacher having taught the most years in a public school will be the more senior.
3. **TOTAL CREDITS BEYOND A BACHELOR'S DEGREE:** The teacher having the most total credits beyond a bachelor's degree shall be the more senior.
4. **TOTAL GRADUATE CREDITS BEYOND A BACHELOR'S DEGREE:** The teacher having the most graduate credits beyond a bachelor's degree shall be the more senior.
5. **GREATEST NUMBER OF TEACHER LICENSURE AREAS:** The teacher having the greatest number of teacher licensure areas shall be the more senior.
6. **THE LOWEST FILE FOLDER NUMBER:** The teacher with the lowest file folder number on record with the Minnesota Department of Education shall be the more senior.

SECTION 11: FILING OF LICENSE: Only license changes received by the Superintendent's office as of March 1st shall be used for purposes of determining lay-offs with areas of licensure for the following school year, and licenses filed after March 1st shall be considered for purposes of recall, but not to the current reduction.

ARTICLE IX

SEVERANCE

SECTION 1. ELIGIBILITY: Teachers hired after July 1, 2007, will not be eligible for severance as described in Article IX. Teachers who have completed 15 years of full time service with RCW District No. 2890, or any paired member district and are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

SECTION 2. SEVERANCE PAY: The amount of severance pay shall be determined as in Subd. 1-4, and will be paid as stated in Subd. 4.

SUBD. 1. ACCRUED SICK LEAVE: A teacher shall be eligible to receive as severance pay upon retirement the amount of unused sick leave days times his/her daily rate of pay. Severance pay shall not exceed 75 days.

SUBD. 2. SEVERANCE LIMITATIONS: In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra-curricular activities, extended employment, or other extra compensation.

SUBD. 3. BENEFICIARY: If a teacher dies before all or a portion of the severance pay has been disbursed, that balance shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

SUBD. 4. POST RETIREMENT HEALTH CARE SAVINGS PLAN: Whereas, the 2001 Legislature adopted a statute directing the creation of a post-retirement health care savings plan for the tax free contribution of money for retiree health care needs.

Be it therefore resolved, effective July 1, 2006, that the parties agree to the following:

1. An amount equal to the value of 100% of the amount defined in Article IX of the parties' collective bargaining agreement will be placed into the Minnesota Post-Retirement Health Care Savings Plan (PRHCSP) established under Minnesota Statutes §352.98 (Minn. 2004) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. The employee will not receive any direct payment from the school district for severance pay.
2. This provision covers employees from District RCW #2890, DRSH, BDRSH District #3001, or any paired member district.
3. The school district contribution(s) will be made four consecutive monthly payments starting November 1 of the year of retirement.
4. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.
5. This agreement does not set any precedent for any future issues.
6. This agreement shall be considered part of the Master Agreement between the parties.

ARTICLE IX.I

403B MATCHING CONTRIBUTION PLAN

SECTION 1. Beginning July 1, 2007, tenured teachers who are regularly employed at RCW shall be eligible to participate in a 403B matching program contribution plan pursuant to M.S. 123B.02, Subd. 15.

SECTION 2. The School District will match up to the eligible annual teacher contributions starting at the beginning of the year of employment based on the following schedule:

2019-2020 School year

Years of Service #2890

0-8
9-14
15+

District Matching Contribution

\$500 per year
\$675 per year
\$875 per year

Lifetime Contribution Cap \$28,000

2020-2021 School year

Years of Service #2890

0-8
9-14
15+

District Matching Contribution

\$700 per year
\$875 per year
\$1,075 per year

Lifetime Contribution Cap \$28,000

The teacher shall contribute annually an amount at least equal to the amount contributed by the School District. The School District shall make the matching contribution for the year to one of the investment companies, which the teacher shall elect. The contributions shall be made per pay check in equal amounts by both the district and the teacher. This amount shall not exceed the maximum amount outlined in this section. Teachers working less than full time may participate in the matching contribution plan on a pro-rata basis. If a teacher leaves the district during a school year, the district will cease making contributions after the last check is dispersed to the teacher. If a teacher elects to contribute less than the match listed, the district will still match the amount the teacher contributes. In no instance will the district contribute more than the amounts listed above.

SECTION 3. The maximum career matching contribution by the School District shall be \$28,000.

SECTION 4. The eligible teacher must complete a salary reduction authorization agreement before September 1 of each school year for the teacher to participate in the 403B matching contributions plan for the next school year.

SECTION 5. Teachers on unpaid leaves may not participate in the matching program while on leave. Those teachers on sabbatical leaves retain the option of participation at a pro-rata amount for the duration of their leaves.

SECTION 6. Teachers hired before July 1, 2007, will continue to be covered under the severance language of Article IX of this Agreement. The School District shall subtract any amount paid to the 403B matching contribution plan from severance pay. First subtracting from the “years of service” portion of severance pay will do this. The balance of the severance, if such an amount exists, shall be paid by the School District per Article IX of the Agreement.

SECTION 7. Management of both the portfolios of individual investments and the School District contributions shall be solely the responsibility of the teacher in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings or losses which may accrue to these portfolios as a result of investment decisions made by the teacher.

ARTICLE X

LENGTH OF SCHOOL YEAR

SECTION 1. TEACHER DUTY DAYS: Pursuant to M.S. 120A.41, the School Board shall establish the number of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the School Board, authorized to conduct school. The 2019-2020 school year shall consist of 183 duty days, and the 2020-2021 school year shall consist of 183 duty days. There shall be no deviation from or change in the school calendar except by mutual agreement of the School Board and the Exclusive Representative, or to meet State minimum requirements. The last teacher duty day of the calendar shall be complete upon checkout. The teacher may leave whenever their responsibilities have been completed.

SECTION 2. BASIC DAYS: The teacher's day shall be eight (8) hours, as determined by the School Board. A teacher's day shall be 8-4 or 7:30-3:30, as agreed to by each teacher in the fall of the school year. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at the time, including consultation with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day. The teachers are exempt from Attendance Policy #429.

SECTION 3. SEVERE WEATHER: Nothing in this Article shall require the School Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When school is closed to students due to the above conditions, teachers may be required to report to duty when technology days are utilized, or make up the time.

SECTION 4. SCHOOL CLOSING: The first weather related school closing day shall be dropped from the school calendar as a teacher duty day. A teacher will not be required to make up such day and it will be subtracted from the 183 days required. There will be no more than 174 student contact days and no less than 9 professional development and in-service days in making up the total 183 days.

ARTICLE XI

PAIRING AND/OR SHARING

SECTION I.

SUBD. 1. TELECOMMUNICATIONS: In the event that the paired districts represented by this contract should contemplate creating a host district telecommunicating system, the school board or its representatives, shall meet with representatives of the education association for the purpose of negotiating equitable procedures for implementation of the system. These negotiations will include, but not be limited to, plans for staffing and compensation for faculty involved in telecommunicating. In no event shall a teacher be assigned a telecommunicating position on an involuntary basis.

SECTION 2 OTHER AGREEMENTS: This Section shall be in effect should there be any pairing, sharing, or educational district agreement other than the existing agreement of Section 1.

SUBD. 1. MASTER AGREEMENT COVERAGE: Teachers assigned to teach in any other district, shall in all matters be covered by this Master Agreement.

SUBD. 2. TRANSPORTATION: If any pairing, sharing, or educational district agreement requires a teacher to teach in any combinations of locations of the agreement, the teacher shall be furnished transportation between the two locations. In the event district transportation is not available, a teacher may, by mutual agreement, furnish transportation; the School district shall pay mileage as stated in Schedule C.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Expanded Definition.

Subdivision 1. An agreement grievance is a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Subdivision 2. A teacher grievance is a dispute or disagreement which arises and for which a teacher makes a claim that there has been a violation, misinterpretation or misapplication of individual employment contracts, which relate to terms and condition of employment.

Subdivision 3. The teacher submitting such grievance to the grievance committee shall initiate grievances. However, the teacher will not be bound by the grievance committee's decision and may proceed as an individual teacher.

Subdivision 4. The parties acknowledge that it is most desirable for grievances to be resolved through free and informal discussion. However, should such informal processes fail to satisfy the grievant, the grievance may be processed in accordance with the procedures listed in the following sections of this article through binding arbitration.

Section 2. Representatives. Any person or agent designated by such part to act in his/her behalf may represent the teacher, administrator, or the School District during any step of the procedure. In the event a teacher chooses a representative other than the person designated by the Exclusive Representative, the Exclusive Representative has the right to have a designated person attend during any step of the procedure related to the grievance.

Section 3. Interpretation.

Subdivision 1. Time limits specified in this grievance procedure may be extended by mutual agreement.

Subdivision 2. Reference to days regarding time periods in this grievance procedure shall refer to working days. A working day is defined as all weekdays not designated a holidays by state law.

Subdivision 3. 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 of time so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday.

Subdivision 4. 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. Both parties must initial a grievance, or response to a grievance, delivered by personally rather than mailed.

Section 4. Time Limitations and Waiver. Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions allegedly violated and the particular relief sought within forty days (40) 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 period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher, his/her grievance committee and the School District's designee.

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

Subdivision 1. Level I: If the grievance is not resolved through information discussions, the principal, immediate supervisor or designee shall give a written decision on the grievance to the parties involved within five days (5) after receipt of the written grievance.

Subdivision 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided that such appeal is made in writing within five days (5) after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within seven days (7) after receipt of the appeal. Within five days (5) after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subdivision 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board; the School Board shall hear the grievance at its next regular meeting or within two calendar weeks, whichever shall be later. Within seven days (7) after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten days (10) after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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

Section 8. Arbitration.

Subdivision 1. If the grievant is not satisfied with the disposition of the grievance by the School District or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. Within twenty days (20) after denial of the grievance at the Board Level, either party may request a panel of five (5) arbitrators from the Bureau of Mediation Services, pursuant to PELRA. The parties shall alternately strike names from the list of five (5) names until only one name remains, and the remaining name shall be the designated arbitrator. The School District and the Exclusive Representative shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party within a reasonable time before the arbitration hearing. The arbitrator shall have no power to alter, add or subtract from the terms of this Contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment, in conformity with the award, may be entered in any court of competent jurisdiction.

Section 9. Fees and Expenses. The District and Exclusive Representative shall share equally the arbitrator's fees and expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of clarification shall be paid by the party requesting clarification. Each party shall be responsible for paying its own expenses related to arbitration.

Section 10. Reimbursement. If any teacher for whom a grievance is sustained has been unjustly deprived of any compensation, the same shall be paid to him/her.

Section 11. Time Limits. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter a possible.

Section 12. Fair Practices. No reprisals of any kind will be taken by the School District against any teacher because of his/her participation in this grievance procedure.

ARTICLE XIII

DURATION

SECTION 1. EFFECTIVE DATES: This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2021. If a new substitute Agreement has not been duly entered into prior to June 30, 2021 the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted, which shall then be fully retroactive to July 1, 2019.

SECTION 2. SUPERSESSION: This Agreement shall supersede any rules, regulations, or practices of the School District which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the School Boards.

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 of both parties.

SECTION 4. AGREEMENT AND LAW: If any provision of this Agreement, or any application of the Agreement, to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV

DUTIES ORGANIZATIONAL RESTRUCTURE

SECTION 1. Licensed teachers currently employed in the Renville County West School District may be hired or assigned additional duties resulting from an organizational restructure according to the provisions of this Article.

SECTION 2: Should any duties or assignments become available as a result of an organizational restructure the Districts shall notify the official bargaining unit of such positions available and the responsibilities of that position. All current employees of the School Districts shall have the opportunity to apply for the positions, provided they do so within twenty (20) days of receipt of the notice by the bargaining unit.

SECTION 3. Any employee assigned to or hired for a new position resulting from an organizational restructure shall be compensated at a minimum of \$1500 per responsibility.

SECTION 4. Should such assignment fall within the normal teaching load during the regular contract day no additional compensation shall be granted. It is agreed between the parties that this section applies only to people assigned these responsibilities after July 1, 1989.

ARTICLE XV

EARLY CHILDHOOD FAMILY EDUCATION (ECFE)

SECTION 1. EARLY CHILDHOOD FAMILY EDUCATION (ECFE): Early Childhood Family Education (ECFE) teachers who teach in an Early Childhood and Family Education program, which is offered through a community education program which qualifies for Community Education Aid or ECFE Aid, must meet licensure requirements as a teacher.

SECTION 2: APPLICATION OF TERMS AND CONDITIONS: All the provisions of this Agreement shall apply to ECFE teachers. The parties recognize that ECFE is unique and requires particular consideration in the Terms and Conditions.

SUBD. 1. CALENDAR YEAR: The calendar year for the ECFE programs may be conducted over the period of the fiscal year on a calendar that may differ from that of the Pre K-12 programs.

SUBD. 2. DUTY YEAR: There will be no more than 174 student contact days and no less than 9 professional development and in-service days in making up the total 183 days.

SUBD. 3. FLEX TIME: A typical day is any day an ECFE teacher is required by the school district to teach which includes the specific number of hours for which the teacher is paid on that day (not to exceed 8 hours).

SECTION 4. PROBATIONARY PERIOD: The probationary period of ECFE teachers shall be three (3) years of continuous service.

SECTION 5. SENIORITY LIST: There shall be two seniority lists developed. One (1) for K-12 teachers and one (1) for ECFE teachers.

SUBD. 1. ACCRUAL: Seniority for all ECFE teachers shall accrue, according to their seniority list, to each individual teacher from the most recent date continuous service was first rendered to the District.

SECTION 5. RIGHTS OF ECFE TEACHERS: ECFE teacher assignments and working conditions shall include, but not be limited by Subd. 1 through 4.

SUBD. 1. PLANNING AND PREP TIME: Each ECFE teacher shall have five (5) minutes of prep/planning time for each twenty-five (25) minutes of direct contact with program participants.

SUBD. 2. TRAVEL OF OUTREACH ASSIGNMENTS: An ECFE teacher assigned to non-District 2890 sites and/or assigned outreach teaching shall have their schedules modified to meet these programmatic needs.

SUBD. 3. LAY-OFF AND RECALL: Teachers exempted from M.S. 122A.40 shall be laid off in the order of seniority with the least senior teacher being laid off first. Recall shall occur in the inverse order of layoff with the last person laid off being the first person recalled. Teachers covered under this section shall be subject to recall for up to five (5) years.

SUBD. 4. PERFORMANCE APPRAISAL: Evaluations will be conducted by a RCW principal/superintendent. An ECFE teacher who is probationary shall be formally evaluated three times per year and completed by April 1. Post conferences will be held in conjunction with each evaluation. An ECFE teacher who has completed their probationary period will be formally evaluated once every two (2) years with written copies of the evaluation going to the teacher, the evaluator, and the district office.

SECTION 6. PLACEMENT ON SALARY SCHEDULE:

SUBD. 1. ECFE SALARY: For 2019-2020 the Early Childhood Educator shall be paid at an hourly rate on the basis of increment on lane placement on the 2019-2020 teachers' salary schedule. For the 2020-2021 the hourly rate paid shall be based on the 2020-2021 teachers' salary schedule.

**ADDENDUM
CALENDAR ESTABLISHMENT AND MODIFICATION**

Establishment of Calendar

The Board shall set the primary calendar for the following school year, (for the contracted duty days as stated in Article X, Section 1 of the agreement) as early as possible in the spring of the previous year. Every attempt will be made to access input from the E.A. regarding placement of in-service days, snow makeup days, and non-paid holidays. The ultimate authority for the establishment of the primary calendar, however, shall reside with the Board.

Modification

Should modification of the calendar become necessary, or desired, by either party during the course of the school year, such modifications will be by mutual agreement. Such modifications will be negotiated between an E.A. committee and the superintendent or a Board committee. If no agreement is reached, the affected parties shall comply in a manner consistent with PELRA 179A.06 subd. 5 or 179A.07, subd. 2.

Time-Lines

Should either party desire modifications of the calendar, they will notify the other affected party no later than seven (7) working days before scheduling a negotiating session to discuss modification. Such notification shall include, but not be limited to, dates that are to be modified and rationale for such modification.

FOR RCW EDUCATION ASSOCIATION

PRESIDENT

SECRETARY

CHIEF TEACHER NEGOTIATOR

FOR RCW SCHOOL DISTRICT NO. 2890

CHAIRMAN OF THE BOARD

CLERK OF THE BOARD

Dated this _____ day of _____, 2019

Subscribed and sworn to before me

This _____ day of _____, 2019

RCW Salary Schedule A: 2019 – 2020

STEP	BS	BS+15	BS+30	BA+45	BS+60/MA	MA+15	MA+30
1	40,099	41,495	42,956	44,406	45,867	47,318	48,778
2	41,582	43,033	44,494	46,018	47,480	48,930	50,391
3	43,065	44,571	46,032	47,632	49,093	50,543	52,004
4	44,549	46,109	47,570	49,245	50,705	52,156	53,617
5	46,032	47,647	49,108	50,857	52,318	53,768	55,230
6	47,515	49,185	50,646	52,470	53,931	55,381	56,843
7	48,999	50,724	52,184	54,082	55,544	56,994	58,455
8	50,482	52,261	53,722	55,695	57,157	58,607	60,068
9	51,965	53,799	55,261	57,308	58,769	60,220	61,680
10	53,448	55,337	56,799	58,921	60,382	61,832	63,293
11	54,931	56,875	58,337	60,534	61,995	63,445	64,907
12	56,414	58,413	59,875	62,147	63,607	65,058	66,519
13	57,897	59,952	61,412	63,759	65,221	66,670	68,132
14	59,380	61,490	62,950	65,372	66,833	68,283	69,745
15	60,863	63,044	64,488	66,984	68,446	69,897	71,357

RCW Teacher Salary Schedule A: 2020-2021

STEP	BS	BS+15	BS+30	BA+45	BS+60/MA	MA+15	MA+30
1	41,001	42,428	43,923	45,405	46,899	48,382	49,876
2	42,518	44,001	45,496	47,054	48,548	50,031	51,525
3	44,034	45,574	47,067	48,704	50,197	51,680	53,174
4	45,551	47,147	48,640	50,353	51,846	53,329	54,824
5	47,067	48,719	50,213	52,001	53,495	54,978	56,473
6	48,584	50,292	51,786	53,650	55,145	56,627	58,122
7	50,101	51,865	53,358	55,299	56,794	58,276	59,770
8	51,618	53,437	54,931	56,948	58,443	59,926	61,419
9	53,134	55,009	56,504	58,597	60,092	61,575	63,068
10	54,651	56,582	58,077	60,247	61,741	63,224	64,717
11	56,167	58,155	59,649	61,896	63,389	64,873	66,367
12	57,683	59,728	61,222	63,545	65,038	66,521	68,016
13	59,200	61,300	62,794	65,194	66,688	68,170	69,665
14	60,716	62,873	64,367	66,843	68,337	69,819	71,314
15	62,233	64,463	65,939	68,492	69,986	71,469	72,963

2019-2020 Schedule C: Extra Curricular Athletic

	A	B	C	D	E	F
Years 0-1	6,116	5,669	5,018	3,709	2,770	2,429
Years 2-3	6,542	5,995	5,344	4,028	3,390	2,749
Years 4+	6,678	6,321	5,669	4,349	3,709	3,070

Level A:

Level B: Head Basketball, Head Football, Head Wrestling, Head Volleyball

Level C: Head Track, Head Baseball, Head Softball, Head Cross-Country, Head Golf, Head Dance

Level D: Assistant Football, Assistant Basketball, Assistant Wrestling, Assistant Volleyball

Level E: Assistant Track, Assistant Baseball, Assistant Softball, Assistant Golf, 9th Gr. Basketball, 9th Gr. Volleyball, 9th Gr. Football

Level F: Jr. High Football, Jr. High Volleyball, Jr. High Basketball, Jr. High Wrestling, Jr. High Baseball, Jr. High Softball, Jr. High Track, Strength and Conditioning Coach, JV Dance Team

2019-2020 Schedule C: Extra Curricular Non-Athletic

	A	B	C	D	E	F	G
Years 0-1	3,599	2,690	1,729	1,409	1,250	1,090	757.50
Years 2-3	3,915	3,009	2,049	1,729	1,409	1,190	1,076.50
Years 4+	4,230	3,328	2,370	2,049	1,729	1,409	1,395.50

Level A: Annual, Robotics

Level B: Head Speech, Head 3-Act Play, FFA, Instrumental Music

Level C: Knowledge Bowl Advisor

Level D: Vocal Music, Gifted & Talented, One-Act Play, Assistant Speech, Head Jr. High Play, Student Council

Level E: Assistant 3-Act Play, Jr. High Knowledge Bowl, Concession Supervisor, Assistant Play, SADD Advisor, National Honor Society

Level F: Elementary Math Masters Supervisor, Prom Advisor, Senior Advisor

Level G: Concession Ordering

2020-2021 Schedule C: Extra Curricular Athletic

	A	B	C	D	E	F
Years 0-1	6,116	5,669	5,018	3,709	2,770	2,429
Years 2-3	6,542	5,995	5,344	4,028	3,390	2,749
Years 4+	6,678	6,321	5,669	4,349	3,709	3,070

Level A:

Level B: Head Basketball, Head Football, Head Wrestling, Head Volleyball

Level C: Head Track, Head Baseball, Head Softball, Head Cross-Country, Head Golf, Head Dance

Level D: Assistant Football, Assistant Basketball, Assistant Wrestling, Assistant Volleyball

Level E: Assistant Track, Assistant Baseball, Assistant Softball, Assistant Golf, 9th Gr. Basketball, 9th Gr. Volleyball, 9th Gr. Football

Level F: Jr. High Football, Jr. High Volleyball, Jr. High Basketball, Jr. High Wrestling, Jr. High Baseball, Jr. High Softball, Jr. High Track, Strength and Conditioning Coach, JV Dance Team

2020-2021 Schedule C: Extra Curricular Non- Athle

	A	B	C	D	E	F	G
Years 0-1	3,599	2,690	1,729	1,409	1,250	1,090	757.50
Years 2-3	3,915	3,009	2,049	1,729	1,409	1,190	1,076.50
Years 4+	4,230	3,328	2,370	2,049	1,729	1,409	1,395.50

Level A: Annual

Level B: Head Speech, Head 3-Act Play, FFA, Instrumental Music

Level C: Knowledge Bowl Advisor

Level D: Vocal Music, Gifted & Talented, One-Act Play, Assistant Speech, Head Jr. High Play, Student Council

Level E: Assistant 3-Act Play, Jr. High Knowledge Bowl, Concession Supervisor, Assistant Play, SADD Advisor, National Honor Society

Level F: Elementary Math Masters Supervisor, Prom Advisor, Senior Advisor

Level G: Concession Ordering

NOTES TO SCHEDULE C:

Coaches and advisors currently under contract shall be grandfathered in as it pertains to the statements below:

1. Years in assignment means years working in the particular activity while in this school system.
2. Years are accumulated regardless of transfer to a different level or responsibility in the same activity.
3. Outside experience will be credited up to three years.
4. Teachers employed for summer weeks of work will be at the teacher's daily rate of pay. The teacher's daily rate of pay shall mean the basic salary schedule. The length of summer employment for all teachers shall be agreed upon by the teacher and the Board.
5. Extra duty pay (ticket takers, timekeepers, elementary, middle school and high school activity supervisors, scorers, dances) is \$15 for up to three hours and \$18.00 if over three hours. A person working more than one shift of an all-day tournament will be compensated at the rate of \$10/\$12 per shift.
6. Mileage will be reimbursed at the rate of the IRS allowance when authorized by the superintendent.
7. Concessions Supervisor – Level E: FB Concession 15% and VB/BB concessions 85% of total fee. Nights that outside groups work the concession stand, there will be no supervisory pay.

**POLICY PROHIBITING HARASSMENT AND VIOLENCE.
GENERAL STATEMENT OF POLICY**

It is the policy of the RCW Public Schools, District No. 2890 to maintain learning and working environment that is free from religious, racial or sexual harassment and violence. The School District prohibits any form of religious, racial or sexual harassment and violence.

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the District.)

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.

The School District will act to investigate all complaints, formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

II. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. SEXUAL HARASSMENT - DEFINITION: Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission of or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.

Sexual harassment may include but is not limited to:

1. Unwelcome verbal harassment or abuse;
2. Unwelcome pressure for sexual activity;
3. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
4. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or education status;
5. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
6. Unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment - Definition: Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. Otherwise adversely affects an individual's employment or academic opportunities.

C. Religious Harassment - Definition: Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. Otherwise adversely affects an individual's employment or academic opportunities.

D. Sexual Violence - Definition: Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes Section 609.341, include the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.

Sexual violence may include, but is not limited to:

1. touching, patting, grabbing or pinching another person's intimate parts whether that person is of the same sex or the opposite sex;
2. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
3. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
4. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence - Definition: Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence - Definition: Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault - Definition: Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

III. REPORTING PROCEDURES

Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the School District, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate School District official designated by this policy. The School District encourages the reporting party or complainant to use the report form available from the principal of each building or available from the School District Central Office, but oral reports shall be considered complaints as well. Nothing in the policy shall prevent any person from reporting harassment or violence directly to a District Human Rights Officer or to the Superintendent.

A. In Each School Building: The Building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult School District personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.

Upon receipt of a report, the principal must notify the School District Human Rights Officer immediately, without screening or investigating the report. The principal may request but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the Human Rights Officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building

principal, the complaint shall be made or filed directly with the Superintendent or the School District Human Rights Officer by the reporting party or complainant.

B. In The District: The School Board hereby designates the District Superintendent as the School District Human Rights Officer to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves the Human Rights Officer, the complaint shall be filed with the respective building school board chair. The School District shall conspicuously post the name of the Human Rights Officer, including mailing address and telephone number.

C. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.

D. Use of formal reporting forms is not mandatory.

E. The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

By authority of the School District, the Human Rights Officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by School District officials or by a third party designated by the School District.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, the School District should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of the policy requires a determination based on all the facts and surrounding circumstances.

In addition, the School District may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.

The investigation will be completed as soon as practicable. The School District Human Rights Officer shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of the policy.

V. SCHOOL DISTRICT ACTION

A. Upon receipt of a report, the School District will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and School District policies.

B. The result of the School District's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the School District in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The School District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

VIII. HARASSMENT OR VIOLENCE AS ABUSE

Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.

Nothing in this policy will prohibit the School District from taking immediate action to protect victims of alleged harassment, violence or abuse.

IX. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall appear in the student handbook.
- C. The School District will develop a method of discussing this policy with students and employees.
- D. This policy shall be reviewed at least annually for compliance with state and federal law.

Note: MN 363A.13 prohibits discrimination under state law in education based on sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age.

EMPLOYEE POLICY ON CHEMICAL DEPENDENCY

Renville County West School District recognizes chemical dependency as a treatable illness. District employees who are so diagnosed shall receive the same consideration and opportunity for treatment which is extended to employees with other types of illnesses. Employees with the illness of chemical dependency shall qualify for the same employee benefits and group insurance coverages which are provided for other medically certified illnesses with established employees' benefit plans and programs.

The District is concerned about the effects which harmful chemical involvement have on the employee's job performance and personal health. For purposes of this policy, harmful involvement occurs when an employee's consumption of mood altering chemicals repeatedly interferes with the employee's job performance or personal health. When an employee cannot or will not improve his or her performance, that employee will be referred to a properly trained resource person for help in resolving the problem.

If the employee's job performance problems continue, the regular disciplinary procedures will apply as outlined in Minnesota Law 125.12. Non-licensed employees will be accorded the same provisions as licensed employees as outlined in Minnesota Law 125.12. If the employee accepts the offer of help and/or job performance improves to a satisfactory level, no further action will be taken.

Implementation of this policy will be in such a manner that no employee with chemical dependency will have his/her job security or promotional opportunities affected either by the diagnosis or by the employee's own request for treatment.

This policy complements existing state law and contractual agreement.