

Agreement
Between
The United Teachers of
South Washington County
Local 1125, NEA, AFT, EM, AFL-CIO
and
South Washington County Schools
Independent School District No. 833
2019-2021

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Article I
Purpose

Section 1. Parties: THIS AGREEMENT, entered into between South Washington County Schools, Independent School District 833, Cottage Grove, Minnesota, hereinafter referred to as the School District, and the United Teachers of South Washington County Local 1125, AFT, EM, NEA and AFL-CIO, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, is to provide the terms and conditions of employment for teachers included in the appropriate unit defined by Article II, Section 2 for the duration of this Agreement.

Section 2. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the teachers, but does not mean the educational policies of the School District.

Section 3. Definitions:

Subd. 1. Superintendent: Shall mean the Superintendent of Schools of Independent School District No. 833 or a designated representative.

Subd. 2. Principal: Shall mean a Secondary or Elementary Principal or a designated representative.

Subd. 3. Teacher: Shall mean a person employed by an individual continuing contract or a long-term substitute contract to a position which requires the person to be licensed by the appropriate state agency.

Subd. 4. Full-time Teacher: Shall mean a teacher contracted for a teacher's basic day of six (6) hours or more and for 100 days or more during a school year. In a building with a four period day schedule, a full time teacher shall mean a teacher contracted for a teacher's basic day of five (5) hours or more and for one hundred (100) days or more during a school year.

Subd. 5. Part-time Teacher: Shall mean a teacher contracted for a teacher's basic day of less than six (6) hours and for 100 days or more during a school year. In a building with a four period day schedule, a part time teacher shall mean a teacher contracted for a teacher's basic day of less than five (5) hours and for one hundred (100) days or more during the school year.

Subd. 6. Long-term Substitute Teacher: Shall mean a teacher contracted to replace any individual teacher as defined in Subd. 4 and Subd. 5 of this Section for a period of thirty (30) days or more, but less than 100 days in a school year.

Subd. 7. School Nurse: Shall mean a person contracted by the School District who holds a School Nurse License.

Subd. 8. Other Terms: Terms not specifically defined in this Agreement shall have those meanings as defined by the PELRA.

Article II
Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the United Teachers of South Washington County, Local 1125, AFT, EM, NEA and AFL-CIO as the exclusive representative of teachers defined in Section 2 who are employed by an individual written contract by the School District. The Union shall have those rights and duties as established by the PELRA and in the provisions of this Agreement

Section 2. Appropriate Unit: The appropriate unit shall include all teachers employed by the School District in a position for which the Teacher must be licensed by the Professional Educator Licensing and Standards Board or the Commissioner of Education or in a position of physical therapist or occupational therapist or a School Health Nurse; but shall not include the superintendent, assistant superintendent, managers, supervisors, directors, principals, and assistant principals who devote more than fifty percent (50%) of their time to administration; supervisory employees; confidential employees; or daily substitute teachers who do not replace the same teacher for more than thirty (30) working days.

Section 3. Subcontracting: Before contracting with unlicensed personnel to perform bargaining unit work, the school district and the exclusive representative shall meet and agree.

Article III
School District Rights

Section 1. Inherent Managerial Rights: The Union recognizes that the School District 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 functions and programs of the School District, its overall budget, the utilization of technology, the organizational structure, and the selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules, and Regulations:

Subd. 1. The Union recognizes that all teachers covered by this Agreement shall perform the duties and responsibilities prescribed by the School District and shall be governed by the laws of the State of Minnesota and by the School District rules, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board or the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Subd. 2. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules, and regulations of the State Department of Education, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provision of this Agreement found by proper judicial or administrative authority to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein. All management functions not expressly delegated in this Agreement are reserved to the School District.

Article IV
Teacher Rights

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right or any teacher or a teacher's representative to express or communicate a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to or does not interfere with the full and faithful and proper performance of the duties of employment or circumvent the right of the exclusive representative.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Personnel Files:

Subd. 1. Teachers shall have the right to inspect their individual personnel files in accordance with Minn. Stat. 122A.40, subd. 19, as amended.

Subd. 2. An administrator's written statement about a teacher or teacher's work that is not part of the normal teacher evaluation process shall be received in the district personnel office within five (5) working days.

Subd. 3. Teachers shall receive a copy of evaluatory materials that are initiated by the School District and placed in the teacher's individual personnel file.

Section 4. Reports of Improper Conduct: If a teacher believes he/she has been the subject of harassment, inappropriate behavior, or intimidation by a parent, the teacher will report the parent's conduct to the building principal or other appropriate supervisor. If the parent's improper conduct falls under any School Board policy, the teacher will report the incident pursuant to the provisions of that policy.

Article V

Exclusive Representative Rights

Section 1. Meet and Confer: The School District recognizes its obligation to meet and confer with the Union as representative of the teachers, to discuss policies and those matters relating to employment not included under Minn. Stat. 179A.03, and subd. 19, pursuant to Minn. Stat. 179A.07, subd. 2 of the PELRA.

Section 2. Dues Check-Off: Teachers who are members of the exclusive representative shall have the right to request and be allowed the continuous check-off of Union dues, provided that the check-off of dues and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to Minn. Stat. 179A.01 to 179A.25 of the PELRA. Upon receipt of an authorization card, properly signed by the teacher involved, the School District will deduct from the teacher's paycheck the amount of dues established by the Union for each school year.

Section 3. Indemnification: The Union shall indemnify and hold the School District harmless against any and all claims, judgments, or orders issued against the School District in the Administration of Section 2 of this Article.

Section 4. Union Business: A maximum of thirty-five (35) duty days for the school year may be used as Union Leave Days, to conduct business necessary to the Union. Additional days may be granted on a case-by-case basis if there is a mutual benefit to the District subject to the approval of the Superintendent. The decision to grant or deny additional days shall not be subject to the grievance procedure as set forth in Article XIV of this Agreement. A teacher designated by the Union as an officer, a member of the Negotiating Team, or a Council Chairperson may be authorized by the Union to use Union Leave Days, subject to the following conditions:

Subd. 1. Upon 3 calendar days written notice from the Union President to the Superintendent, a designated teacher may be absent from duty, provided, the absence will not interrupt the educational program. Said notice shall contain the name of the designated teacher, the reason for the request, the date of absence, and where the teacher may be located in case of an emergency.

Subd. 2. For the duty day of absence of a designated teacher, the Union shall reimburse the School District for the daily cost of the substitute teacher who replaces the absent teacher.

Subd. 3. Any one designated teacher shall be limited to ten (10) of the annual Union Leave Days, provided, that a designated teacher who is the Union President shall be limited to fifteen (15) of the annual Union Leave days in the school year.

Section 5. Authorized Representatives:

Subd. 1. Full-time representatives of the American Federation of Teachers and the National Education Association and Education Minnesota shall have the exclusive right to enter facilities of the School District, only upon twenty-four (24) hour prior notification and statement of purpose and with the approval of the Superintendent of Schools, in order to contact teachers during the teachers' basic day. Such activity shall be at reasonable times (example - before or after student hours) and shall not interfere with the teaching duties.

Subd. 2. The Union President, and/or their designee(s) shall have the right to enter facilities of the School District before and after the completion of the students' day, upon notification to the Superintendent and/or designee, in order to meet the duties and responsibilities of the exclusive representative.

Section 6. Use of School District Facilities: The union shall have the right to use School District facilities in accordance with the "Community Use of School Facilities" policy adopted by the School District.

Section 7. Bulletin Boards: The Union shall have the right to post official notices and announcements on the bulletin boards located in teacher lounges/workrooms, regarding the duties and responsibilities of the exclusive representative of the teachers' bargaining unit.

Section 8. Access to Information: The Union shall have the right to necessary school district information in order to carry out the duties and responsibilities of the exclusive representative of teachers. This information shall include, but is not limited to, names and addresses of all members of the appropriate unit, the school district budget, audit, and other financial reports required by the State of Minnesota, and the school district policies.

Section 9. Use of In-District Mail and Teacher PO Boxes: The Union shall have the right to distribute information in the teacher's individual building post office box and the right to use the In-District Mail distribution system and the right to use the district e-mail system in order to provide the services required of the exclusive representative. The Union accepts sole responsibility for materials distributed by the Union.

Section 10. Payroll Deduction for COPE and Credit Union: Teachers who are members of the Union shall have the right to payroll deduction for COPE and the Union credit union. The School District shall deduct from the teacher's paycheck the amount requested by the individual teacher upon receipt of a properly signed authorization card.

Section 11. Staff Development: The District will comply with staff development statutes MN 122A.60 and MN 122A.61. The union will appoint two members to the District Staff Development Committee.

Article VI

Basic Schedules and Rates of Pay

(See Memorandum of Agreement – ACCESS Credit Recovery/High School Diploma Center/Homebound Teachers)

Section 1. Salary Schedule: Teachers shall be compensated in accordance with the Salary Schedules, attached hereto, provided that, Part-time teachers and Long-term Substitute teachers, as defined in Article I, Section 3, Subd. 5 and Subd. 6 shall be compensated on a prorated basis. Community Education teachers teaching evening credit classes, homebound teachers, and teachers providing driver training instruction, who are members of the teachers bargaining unit, shall be compensated at the hourly rate of \$31.00 per hour effective 7/1/2019. Community Education teachers teaching evening credit classes, homebound teachers, and teachers providing classroom driver training instruction, who are members of the teachers' bargaining unit, shall be paid for a 15-minute preparation period for each hour they are contracted to teach at the agreed upon hourly rate.

Subd. 1. 2019-20 Salary Schedule: The Salary Schedule reflected in Schedule A, attached hereto, shall be a part of this Agreement. Salary Schedule A shall be in effect for the 2019-2020 school year.

Subd. 2. 2020-21 Salary Schedule: The Salary Schedule reflected in Schedule B, attached hereto, shall be a part of this Agreement. Salary Schedule B shall be in effect for the 2020-21 school year.

Subd. 3. Pay Days: A teacher shall be provided the option of receiving basic salary schedule compensation in either 24 or 26 equal installments, at the discretion of the District, or in equal installments with an early payoff during the summer. Any teacher electing to change the option of payment shall submit a written notice to the School District during the month of May requesting a change of option, which will be effective for the subsequent school year. Any teacher who does not make a requested change during the month of May of the preceding year shall continue to be compensated in the manner they had previously selected for the subsequent school year.

Section 2. Status of Salary Schedule:

Subd. 1. Effect: The Salary Schedule is not to be construed as part of a teacher's individual continuing contract.

Subd. 2. Salary, Step, and Lane: The School District reserves the right to withhold an experience increment advancement, lane change, or any other salary increase of an individual teacher for cause, as determined by the School District.

- A. In the event such a determination is made, the School District shall notify the individual teacher of such action prior to April 1 in even number years, and July 1 in odd numbers years, stating the cause.
- B. The School District determination to withhold an experience increment advancement, lane change, or other salary increase may be immediately grievable to Level II through the grievance procedure established in Article XIV. The increase may not be withheld until the grievance is resolved.
- C. If the teacher performs satisfactorily the school year following the withholding of experience increment advancement, lane change, or other salary increase, the teacher shall be eligible for the provisions of Sections 4 and 5 of this Article.

Section 3. Initial Placement on Salary Schedule:

Subd. 1. Previous Experience: New teachers may be allowed up to full credit for initial Salary Schedule placement purposes, based on previous teaching or work experience. New teachers shall be granted no less than fifty- percent credit for previous teaching experience.

Subd. 2. Educational Credits: New teachers shall be placed on a salary schedule lane, allowing full credit for valid educational credits germane to the teaching assignments that are verified by transcript.

Subd. 3. Advancement: Following initial placement on the Salary Schedule, as provided by Subds. 1 and 2 of Section 3, teachers shall advance on the Salary Schedule only in accordance with Section 4 and Section 5 of this Article.

Section 4. Educational Lane Advancement on the Salary Schedule:

Subd. 1. Effective Date: The training level of teachers will determine educational lane placement on the Salary Schedule for the school year. Teachers must notify the Director of Human Resources of any additional credits earned and present a transcript for such credits. An educational lane change shall be effective on the first payroll period following receipt of transcripts for the requisite number of pre-approved germane credits. The last courses taken during Summer School may be submitted via official grade slips for the purpose of establishing a lane change effective date, but no payment will be made until after transcripts are received.

Subd. 2. Application:

- A. Credits to be considered for application on any lane change of the Salary Schedule must be germane to the teacher's assignment, as determined by the School Board. The teacher may submit a request in writing, at least seven (7) calendar days prior to the beginning of the course, for approval by the Superintendent or his designee. Failure to receive such approval in advance shall not be considered grounds for denial of credit for a course taken. However, a teacher who takes a course without having received prior approval does so at the risk of that course being judged to be not germane to the teacher's assignment.
- B. Courses specifically designated by the State of Minnesota that must be taken for continued licensure, shall apply for Salary Schedule lane advancement purposes without prior approval of the Superintendent or his designee.
- C. In the event a course that has been approved is canceled due to a lack of enrollment, teachers may request approval for a replacement course. The Superintendent or his designee shall waive the timelines in paragraph A. in order to process the request.

Subd. 3. Grade and Credits: In order to apply on the Salary Schedule, all credits beyond the Bachelors Degree must carry a grade equivalent of B or higher. For credits earned under a pass-no pass grading system, a passing or satisfactory grade will be accepted.

Subd. 4. Credits Prior to M.A.: Graduate credits earned prior to receiving the Masters Degree shall not apply for Salary Schedule advancement beyond the Masters Degree.

Subd. 5. Recognized College or University: In order to qualify for the intermediate Salary Schedule lanes between the B.A. and M.A. and the M.A. and the M.A. +45, the courses taken must be from a college or university accredited by the regional accrediting agency. Teachers may request approval of courses taken, not to exceed 6 credits per lane change, from other institutions of learning, which are germane to the teacher's assignment. The institution and course credit will be individually considered by approval to qualify for educational lane advancement on the Salary Schedule.

Section 5. Experience Increment Advancement on the Salary Schedule

Subd. 1. Full Duty Year: Teachers who are individually contracted for the total duty days or more in the shortest semester in the school year shall be advanced 1 experience increment on the Salary Schedule effective as of September 1 of the following school year, subject to the provisions of Section 2 of this Article.

Subd. 2. Less Than Full Duty Year: Teachers who are individually contracted for less than the total number of duty days in the shortest semester in the school year shall not advance on the Salary Schedule.

Section 6. Summer School and Extended Contract:

Subd. 1. Effective Date: Salary for summer school and extended contract teachers shall be effective as of July 1 through June 30.

Subd. 2. Summer programs and Work in Excess of the Normal School Year:

- A. All teachers contracted for summer school teaching duties or summer educational programs in excess of the normal school year as established in Article IX, shall be paid at the rate of \$28.00 per hour. Summer school teachers shall be on duty 15 minutes prior to and 15 minutes after class and shall be paid for the additional 30 minutes beyond their teaching assignment at the summer school teaching hourly rate.
- B. Teachers contracted for summer school teaching shall be paid an additional amount for a 15-minute preparation period for each hour they are contracted to teach, in addition to their teaching pay at the same rate per hour.
- C. Pay for Special Summer School Programs involving a "non-classroom" teaching experience shall be paid at a rate equal to the number of hours spent in a classroom course of equivalent credit value.

- D. Teachers who are required by the Minnesota Department of Education, because of reimbursed programs, to work in excess of the normal school year as established by Article IX, shall be compensated at the rate of 1/183 as established by the Salary Schedule, for each teacher's basic day in excess of the normal duty year.
- E. Counselors, Psychologists, Media Personnel, Consultants and Coordinators who are requested to work beyond the teacher's normal duty year in order to accomplish normal duty year requirements, shall be compensated at the rate of 1/183, as established by the Salary Schedule for each teacher's basic day in excess of the normal duty year.
- F. As an alternate to 1/183 of their annual pay in 2019-2021 teachers who perform work under the provisions of D. or E. above may, by mutual agreement between the teacher and the teacher's supervisor, be compensated by an equal number of days off during the teacher's normal duty year.
- G. Consultants and Coordinators who are involved with curriculum work during the summer months will be paid \$28.00 per hour.
- H. The acceptance of summer school, summer educational programs or any work in excess of the normal school year shall be optional with the teacher.

Section 7. Mileage: Teachers required by the School District to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated at the current IRS rate, with subsequent modification of the IRS rate effective upon notification to the School District. Reimbursement will be effective the first of the month following the announcement of the new rate.

Section 8. Extra-Curricular Activities:

Subd. 1. Teachers who are issued notices of assignment to perform extra-curricular activities shall be compensated for the performance of such activities in accordance with Schedule C in equal installments over the duration of the activity, or lump sum at the end of the activity.

Subd. 2. Teachers who perform extra-curricular activities by the hour shall be compensated for the performance of such activities at the hourly rate designated on the District Miscellaneous Wage Sheet. Extra-curricular activities, which are scheduled for a Saturday, Sunday, or vacation period will be assigned on a volunteer basis, provided, that, if adequate volunteers are not available, teachers will be assigned to such activities in alphabetical order.

Subd. 3. Teachers with an extra-curricular activity in another area of the School District may leave their assigned building at the completion of the last class period to meet their extra-curricular activity, unless their attendance is required by the building Principal. Schedule C vacancies shall be posted in an accessible place for five (5) days. A list of vacant assignments such as chaperoning, ticket taking, etc., shall be e-mailed to each site.

Subd. 4. The School District reserves the right to assign extra-curricular activities to teachers, if there are no qualified applicants.

Subd. 5. The compensation established by Schedule C, attached hereto, shall be a part of this Agreement. Schedule C is not to be construed as part of the teacher's individual continuing contract.

Subd. 6. The School District reserves the right to establish new extra-curricular activities during the term of this Agreement. In the event a new activity is established, the Union shall have the right to negotiate the rate of compensation for such activity.

Subd. 7. A typed list of all activities and a breakdown of points will be sent to the exclusive representative at the beginning of each school year.

Section 9. Vocational License:

Subd. 1. Teachers who are vocationally licensed, and who are teaching a vocationally reimbursed program employed prior to January 1, 1990, will be given 1 year of experience credit on the Salary Schedule for the occupational experience requirement of the license.

Subd. 2. Teachers who are employed prior to January 1, 1990, reaching the maximum experience step of the Salary Schedule shall receive an additional \$500.00 per school year.

Section 10. Teacher Leaders, Department Heads, Coordinators, and Consultants: Teacher Leaders, Department Heads, and Curriculum Specialists are determined by an election process. The School District shall appoint teachers to positions as Coordinators and Consultants, upon the recommendation of the Superintendent. For such positions for which there is no release time from full-time classroom responsibilities, the employees shall be paid at the rate outlined in Attachment III for the duration of this Agreement in addition to their basic compensation. The School District reserves the right to establish new positions in addition to those listed here and the Union reserves the right to negotiate the compensation for each new position.

Section 11. Educational Specialist and Doctoral Stipend: Any member of the Teachers Bargaining Unit who holds a Doctorate or Educational Specialist degree (e.g. EDS, beyond Masters Degree) approved by the Superintendent will receive one thousand and four hundred twenty three dollars (\$1423) in addition to their schedule salary and adjustments in 2019-20 and 2020-21.

Article VII
Group Insurance

Section 1. Group Insurance:

Subd. 1. Selection of Carrier: The selection of the insurance carrier shall be made by the School District after completion of the required bidding process and in accordance with Minnesota Statutes. In all cases the insurance carrier shall be the one that, in the judgment of the School District, is best qualified to provide coverage.

Subd. 2. Maintenance of Insurance Specification: The specifications of all insurance programs shall be those agreed to between the School District and the United Teachers of South Washington County Insurance Committee. The agreed to specifications shall be maintained for the duration of this Agreement and shall not be changed except as allowed by law. For informational purposes, the general specifications of all insurance programs shall be attached hereto in Attachment 1.

Section 2. Health and Hospitalization Insurance:

Health Insurance monthly premium contributions provided by District 833							
<i>Coverages are effective January 1 - December 31 of identified years below</i>							
Coverage Options	Single Coverage			Coverage Options	Family Coverage		
	2019	2020	2021		2019	2020	2021
\$25 Co-Pay	\$517.27	\$557.62	\$568.77	\$25 Co-Pay	\$1,018.50	\$1,049.06	\$1,070.04
\$15 Co-Pay	\$513.14	\$553.16	\$564.23	\$15 Co-Pay	\$1,013.18	\$1,043.58	\$1,064.45
High Deductible	\$530.40	\$571.37	\$583.21	High Deductible	\$1,313.11	\$1,352.50	\$1,379.55

** High Deductible plan in both options will receive \$250 a month toward a VEBA Contribution*

Subd. 1. Combined Coverage:

The School District shall allow married couples within the teachers bargaining unit to combine School District contributions toward one family coverage plan, not to exceed the sum of the District contribution toward single and family combined. Qualifying employees must inform the School District of their intent to combine School District contributions toward one family coverage plan during the designated "open enrollment" period.

Section 3. Life Insurance: The School District shall contribute an amount equal to the monthly premium for a \$50,000 Term Life Insurance Policy for all eligible full-time teachers employed by the School District who are enrolled in the School District Group Term Life Insurance Policy.

Section 4. Long-Term Disability Insurance: The School District shall provide, at no cost to the School District, a Group Long-term Disability Insurance Program. All eligible full-time teachers employed by the School District shall be enrolled in the School District Group Long-term Disability Program.

Section 5. Dental Insurance: Effective January 1, 2019, the School District shall contribute an amount equal to the single monthly premium toward both single and family coverage.

Section 6. Payroll Deductions: The difference between the monthly premium costs of the group insurance plans and the School District's Contributions established by Sections 2, 3, 4, and 5 of this Article shall be paid by enrolled teachers through payroll deduction.

Section 7. Voluntary Participation: Participation by any eligible teacher in the insurance plans established by this Article is voluntary. Eligible teachers who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School District:

Subd. 1. Informational: The School District and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policies contracted by the School District and the insurance carriers pursuant to this Article. The School District's only obligation is to contract for insurance policies and contribute such amounts as established by this Article.

Subd. 2. New Teachers: The School District shall provide newly employed teachers with written information describing the insurance plans and enrollment procedures.

Section 9. Duration of Insurance Contribution: Teachers are eligible for School District contributions as provided in this Article as long as they are employed by the School District.

Subd. 1. Completion of Year: Teachers separating from employment at the completion of the school year shall receive contributions for coverage through the month of August.

Subd. 2. Prior to Completion of Year: Teachers separating from employment prior to the completion of the school year or who are on an unpaid leave of absence of more than 30 days will be entitled to group insurance on a pro-rata basis. For the purpose of this provision, teachers on a leave of absence pursuant to the federal Family and Medical Leave Act of up to 12 weeks shall be considered as time worked.

Section 10. H.M.O. Option: Teachers may individually elect to enroll in school sponsored HMO insurance programs. The School District's contribution toward a sponsored HMO program shall not exceed the amounts established by Section 2.

Section 11. Part-time Participation: Part-time teachers, as defined by Article 1, Section 3, Subd. 5, may individually elect to participate in the group insurance programs (including the HMO options) established by this Article, and shall receive prorated School District contributions toward the individual health, hospitalization, and major medical premium.

Section 12. Long-term Substitute Participation: Long-term Substitute teachers as defined by Article 1, Section 3, Subd. 6, may individually elect to participate in the group insurance programs (including the HMO options) established by this Article, and shall receive prorated School District contributions, as established by this Article, toward the health, hospitalization and major medical premiums.

Article VIII

Hours of Service

Section 1. Teacher's Basic Day: The teacher's basic day, exclusive of lunch, shall be 7-1/2 hours. Elementary and Secondary teachers shall be provided a 30-minute duty free lunch period within each teacher's basic day.

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

Section 3. Additional Activities:

Subd. 1. In addition to the teacher's basic day, teachers shall be required to participate in one Open House activity per school year (not to exceed 2 hours in length). Participation in all other school related activities occurring outside of the teacher's basic day shall be voluntary, except as otherwise addressed in this master agreement.

A. Conferences: No teacher shall be scheduled to more than 5.5 hours of conferencing in any designated conference day/evening. SITE Teams may break up this time at their discretion. The two hours of time the teachers do not spend conferencing for designated conference days/evenings will be spent preparing for conferences. This time may be served at the teacher's discretion as to date and location. Part-time and crossover teachers will participate in building conferences in proportion to their FTE at that building. As professionals teachers will continue to conference with parents as needed.

Subd. 2. Teachers required to return to an evening related activity referred to in Subd. 1 shall be excused from duty at the completion of the student day of the building to which the teacher is assigned.

Subd. 3. At the Secondary level, if an unusual circumstance (i.e. an emergency) occurs, the building Principal may direct a teacher to teach or supervise during his/her preparation time with pay.

Subd. 4. Teachers who travel between buildings during the work day to teach classes will be provided 30 minutes travel time between buildings, exclusive of lunch and prep time, and will be paid on their total FTE calculations for the school year. Incompatibility between schedules may result in FTE calculations between .97 and 1.030 will be paid at the 1.0 FTE rate. These teachers shall be excluded from the contractual requirement of thirty (30) minutes of supervision per teacher's basic day.

Subd.5. Those full time teachers whose teaching assignment and licensure is in the content area of special education, shall be excluded from the contractual requirement of thirty (30) minutes of supervision per teacher's basic day. Those part-time teachers whose teaching assignment and licensure is in the content area of special education, shall be excluded from the contractual requirement of thirty (30) minutes of supervision per teacher's basic day on a pro-rated basis.

Subd. 6. (See MOA that replaces Article VIII, Section 3, Subd. 6 for the duration of this contract) At the Secondary level, supervisory duties shall be defined as lunchroom supervision, hall monitoring, homeroom supervision, detention, ISS, or other similar duties, but shall not include study halls. Homeroom: SITE Teams may determine the existence, composition and nature of a homeroom format within the parameters of the master agreement language. The length of homeroom (in minutes) will be determined by each SITE. The time spent in homeroom will be deducted from teacher's supervisory time (not to exceed 30 minutes). Teachers will not be required to prepare, deliver or assess curricula during homeroom. Homeroom is the place for school business to be communicated and the administration of necessary tasks such as but not limited to: District policy and testing, information distribution and school fee collection.

Section 4. Secondary Teachers Preparation Time: The preparation period shall be defined as a single block of time or two nearly equal blocks of time within the teacher's basic day for the teacher to prepare for his/her teaching assignments. The teacher shall not be responsible for classroom or building activities during preparation time unless the teacher agrees to waive this restriction. Student contact shall be defined as time for which preparation or supervision is required.

Subd. 1. The remaining unscheduled time in a secondary teacher's basic day will be available for additional preparation, building meetings, staffings, department meetings, parental conferences or other activities in accordance with this Article.

Subd. 2. Secondary teachers who agree to teach during their preparation time will be paid at a rate of \$37.00 for periods that exceed 60 minutes and \$28.00 for periods equal to or less than 60 minutes.

Section 5. Six and Seven Period Schedules: Secondary teachers shall be scheduled to a maximum of 5 periods and 30 minutes of supervision per teacher's basic day.

Subd. 1. Secondary teachers who agree to be scheduled in excess of 5 periods of student contact and 30 minutes of supervision per teacher's basic day will be compensated on a pro-rata basis (per period). No first year teacher shall be allowed to teach an additional period.

Subd. 2. Secondary teachers may agree to be scheduled to 4 periods of student contact one trimester and 6 periods of student contact in another trimester with no additional compensation and no additional supervisory duties or a combination of 6/4 or 4/6 periods per trimester with additional supervisory duties.

Subd. 3. When individual secondary buildings schedule periods in excess of 6 periods per student day (Excluding a home room period) teachers shall not be scheduled for more than 5 periods for which preparation time or supervision is required.

Section 6. Four and Eight Period Schedules: Secondary teachers shall be scheduled to a maximum of: 3 long periods: or 2 long periods and 2 short periods: or 1 long period and 4 short periods: or 6 short periods of student contact: and 30 minutes of supervision per teacher's basic day. Individuals or departments who wish to change the length of their class periods must have final approval from SITE teams.

Subd. 1. Secondary teachers shall be scheduled per basic day to 30 minutes of supervision and a maximum student contact as follows:

4 Period Schedule

- 3 long periods or
- 2 long periods and 2 short periods or
- 1 long period and 4 short periods or
- 6 short periods or

8 Period Schedule

6 regular periods or
4 extended periods

Individuals or departments who wish to change the length of their class periods must have final approval from SITE teams.

Subd. 2. Secondary teachers who agree to be scheduled to teach an extra long period will be compensated on a pro-rata basis (per period). Secondary teachers who agree to be scheduled to teach an extra short period will be compensated on a pro-rata basis (per period). Secondary teachers who agree to teach an extra short period on the trimester schedule shall be compensated on a pro-rata basis (per period). No first year teacher shall be allowed to teach an additional period.

Subd. 3. Secondary teachers may agree to be scheduled to a lighter schedule one term and a heavier schedule another term as long as it totals one FTE for the school year with no additional compensation or additional supervisory duties.

Section 7. Five Period Schedules: Secondary teachers shall be scheduled to a maximum of: 4 periods of student contact: and 30 minutes of supervision per teacher's basic day.

Subd. 1. Secondary teachers who agree to be scheduled to teach an extra period will be compensated on a pro-rata basis (per period). No first year teacher shall be allowed to teach an additional period.

Subd. 2. Secondary teachers may agree to be scheduled to a lighter schedule one term and a heavier schedule another term as long as it totals one FTE for the school year with no additional compensation or additional supervisory duties.

Section 8. Elementary Teachers Preparation and Student Contact Time: The preparation period shall be defined as a block of time during the teacher's basic day for the teacher to prepare for their teaching assignments. The teacher shall not be responsible for classroom or building activities during preparation time unless the teacher agrees to waive this restriction. Student contact shall be defined as time for which preparation is required.

Subd. 1. Elementary teachers shall be scheduled to a maximum of 5 hours of student contact.

Subd. 2. Elementary teachers shall be provided at least 60 minutes in a single block of time or in two nearly equal blocks of time within the student contact day to be used in preparation for teaching duties and responsibilities.

Subd. 3. The remaining unscheduled time in an elementary teacher's basic day will be available for additional preparation, building meetings, staffings, department meetings, parental conferences or other activities in accordance with this Article.

Subd. 4. Elementary teachers who agree to teach during their preparation time will be paid at the rate of \$28.00 per hour.

Subd. 5. As of July 1, 2017, Elementary teachers who have assignments of self-contained combination grades excluding special education shall be paid an additional \$4,393.00 per year. No first year teacher shall be allowed to teach a combination grade.

Section 9: Collapsed Classrooms: If students are dispersed to other classrooms due to substitute shortages, those classroom teachers who take on the extra students for the day will be compensated at 50% of the substitute daily rate of pay, in addition to their regular salary. Additionally, if a specialist teacher takes on extra students, they will be able to voucher for the hourly rate of pay, in addition to their regular salary. An LSN will receive the daily teacher sub rate in addition to his or her regular daily rate if the following occurs in a building that the LSN is responsible for serving: a full-time Health Aide or Health Care Specialist submits a request to the District for a substitute; the District is unable to find a substitute; and the LSN is required to work as a substitute for the full-time Health Aide or Health Care Specialist for more than fifteen (15) hours in a calendar month.

Article IX

Length of the School Year

Section 1. Teacher Duty Days: The school year shall consist of 183 teacher duty days for returning teachers and 186 teacher duty days for probationary teachers.

Subd. 1. Of the 183 teacher duty days, at least six (6) shall be teacher professional development (workshop or in-service) or teacher work days.

Subd. 2. Of the 183 teacher duty days, up to 177 shall be student contact days.

Subd. 3. Probationary teacher days shall be structured in collaboration between the School District and the Union.

Section 2. School Days:

Subd. 1. The School District shall, prior to April 1, establish the number of school days for the following school year.

Subd. 2. Teachers shall perform teaching duties on school days determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to Minn. Stat.120A.40, has determined it will conduct school.

Subd. 3. The Union shall have the right, upon written notice to the School District, to meet and confer with the School District concerning the school calendar. A link to the 2019-2020 and 2020-2021 school calendars is included as Attachments IV for information purposes only.

Section 3. Emergency closing:

Subd. 1. Flexible Learning Days (or E-Learning Days): The District may declare a District-wide flexible learning day(s), which consists of an extension of classroom instruction with a reasonable amount of time to complete the work assigned and opportunity for teacher/student interaction during the day(s).

Subd. 2. Emergency Closing Days: In the event an emergency closing day(s) is declared by the District, there are three (3) options for teachers:

- A. An employee unable to work may use PAL emergency closing day/hour via the attendance system.
- B. An employee may perform their duties from a location other than their school.
- C. An employee may perform their duties at their school.

Subd. 3. Emergency Shut Down Days: In the event the District declares an emergency shut down day(s), the employee will not suffer loss of pay for the first emergency shut down day in a school year. In the event of more than one (1) emergency shut down day and the District decides to reschedule the day(s), the District shall meet and confer with the Union concerning the date(s) on which the duty day(s) will be rescheduled. If the District decides not to reschedule the day(s), the employee will not suffer loss of pay.

Subd. 4. If a teacher has previously arranged for use of paid absence leave and there is an emergency closing day (Subd. 2) or emergency shut down day (Subd. 3), the teacher will not have a paid absence leave day or pay deducted provided other staff are not asked to report.

Article X

Paid Absence Leave

Section 1. General Rules for Teacher Absences

Subd. 1. Rate of Accumulation: Teachers shall be credited with fifteen (15) days of paid absence leave as of September 1 of each school year and each September 1 thereafter.

Subd. 2. Pro ration: Teacher contracted for extended duty, summer school or programs, or work in excess of the normal duty year shall earn one (1) additional day for each twenty (20) contracted duty days or a major fraction thereof.

- A. Additional paid absence leave shall be accumulated at the equivalent of the length of the duty day.
- B. Absences, for which paid absence leave is approved, shall be deducted from accumulated paid absence leave at the equivalent of the length of the duty day.

Subd. 3. Reimbursement: Teachers who terminate employment prior to the completion of a school year and who have exhausted their paid absence leave shall reimburse the School District for paid absence leave used in excess of the prorated portion of leave earned based upon the number of duty days worked to the total duty days in the school year.

Subd. 4. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Subd. 5. Compensation During Paid Absence: Teachers who have received approval from their Principal for a paid absence as established by Section 3 shall be compensated at their daily salary schedule rate of pay for each teacher's basic day of absence.

- A. Paid absence leave compensation shall not exceed the teacher's daily salary schedule rate of pay.
- B. Paid absence leave compensation shall cease when a teacher's paid absence leave accumulation is exhausted.

Subd. 6. Separation of Employment: Upon termination of employment, accumulated paid absence leave shall be waived (excluding the severance provisions of Article XV).

Subd. 7. Eligibility of Part-time and Long-term Substitute Teachers: Part-time and long-term substitute teachers, as defined by Article I, Section 3, Subds. 5 and 6, shall be eligible for paid absence leave benefits on a prorated basis. Full-time teachers who accept part-time teaching positions shall have the right to use paid absence leave earned as a full-time teacher.

Subd. 8. Approval of Paid Absence Leave: Paid Absence Leave shall be approved in a manner designated by the District.

- A. Approval of requested paid absence is in all cases subject to the approval of the Superintendent or his designee.
- B. Additional days of paid absence leave are available for unusual circumstances subject to the approval of the Superintendent.

Section 2. Teacher Absences that Do Not Require Prior Approval and are Deducted from Paid Absence Leave:

Subd. 1. Absences Because of Illness, Injury, or Temporary Disability to the Teacher: Teachers who are or will be unable to perform their duties and responsibilities because of personal illness, injury or temporary disability shall notify the appropriate administrator as soon as possible.

- A. Prior to the final approval of a paid absence the Superintendent may require an employee to furnish medical evidence from the attending physician or a School District appointed physician verifying that such illness was due to injury, or temporary disability. When the School Board appoints a physician, the School District shall pay the costs.
- B. Any teacher is eligible to participate in the incentive plan outlined below, for using 2 or fewer personal sick leave days (Article X, Section 2, Subd 1 only) per school year. Teachers must have a 403(b) plan or establish one to participate in this incentive plan. Payment for unused personal sick leave shall be placed annually in the teacher's 403(b) plan, with employee approval. Eligibility for the incentives will be based on usage of personal sick leave each year, with payment to the member's 403(b) plan made on or before August 15th.

Personal Sick leave days used	403b Contribution	Days Deducted from PAL
Zero sick days used	\$300	3
1 sick day used	\$200	2
2 sick days used	\$100	1

Subd. 2. Absences Because of Illness or Injury in a Teacher's Family/Household Member: Pursuant to Minn. Stat. 181.9413, a teacher may use paid absence leave for absences due to an illness or injury to the teacher's child, for such reasonable periods as the teacher's attendance with the child may be necessary, on the same terms that a teacher is able to use paid absence leave for personal injury or illness. A teacher may use paid absence leave for absences due to an illness or injury to the teacher's spouse, for such reasonable periods as the teacher's attendance with the spouse may be necessary, on the same terms that a teacher is able to use paid absence leave for personal injury or illness. A teacher may use up to a maximum of five (5) days of paid absence leave per school year for illness or injury to the teacher's parent or parent in-law. A teacher may use up to a maximum of five (5) days of paid absence leave per school year for illness or injury to a member of the teacher's household. The household shall be defined as any person making his/her domicile with the family.

- A. Prior to final approval of the paid absence, the Superintendent or his designee shall have the right to require an employee to furnish medical evidence from the school health office or qualified physician, indicating such absence was due to a family illness or injury.
- B. In unusual circumstances the Superintendent or designed may grant additional time for absence due to illness or injury to the teacher's parent.

Subd. 3. Absences Because of a Funeral for a Teacher's Family Member or Friend:

- A. In the event of a death of a teacher's family member or friend, the teacher shall be granted paid absence leave.
- B. Approval of a request for paid absence leave due to a death and the duration of the paid absence is in all cases subject to the approval of the Human Resources Director.
- C. In unusual circumstances the Superintendent or designee may grant additional time. Unusual circumstances may include such things as travel or funeral arrangements.
- D. Paid absence due to a death shall be deducted from the teacher's accumulated paid absence leave.

Subd. 4. Absences Because of an Injury to a Teacher While on Duty: Upon the request of a teacher who is absent from duty as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation benefits received by the teacher, pursuant to the Workers' Compensation Act, and the teacher's daily Salary Schedule rate of pay to the extent of the teacher's accumulated paid absence leave.

- A. Such difference shall be paid by the School District to the teacher only for the period of disability or until the teacher's accumulated paid absence leave is exhausted.
- B. The deduction from the teacher's accumulated paid absence leave shall be an amount necessary to equal the difference between the Workers' Compensation benefits and the teacher's daily Salary Schedule rate of pay.

Subd. 5. Absences Because of Student Assault: In the event a teacher is physically assaulted by a student while performing the teacher's duties, the teacher may use up to three (3) days of paid leave (doctor/dental or personal illness), not to be deducted from Paid Absence Leave (PAL), subject to the following conditions:

- A. The physical assault must cause the teacher to be unable to perform the duties of the teacher's position.
- B. For purposes of this subdivision, a "physical assault" is defined to mean the intentional application of physical force by a student on a teacher that causes physical injury to the teacher.
- C. The paid leave provided by this subdivision must be used within ten (10) work days of the occurrence of the physical assault.
- D. Student assaults resulting in the use of paid leave pursuant to this subdivision will be reported to the Superintendent or designee by the Human Resources Department.

Subd. 6. Absences Due to Emergency Closing:

A teacher unable to attend work on an Emergency Closing Day may use "PAL Emergency Closing Day/Hours" via the online attendance system.

Section 3. Teacher Absences That Require Prior Approval and are Deducted From Paid Absence Leave:

Subd. 1. Prior Notification: Requests for Leaves in the this section shall be made in writing at least seven (7) calendar days in advance, except in the event of an emergency.

Subd. 2. Absences Because of Personal Business: In the event it is necessary for a teacher to be absent from duty to conduct personal business which cannot be attended to outside of the teacher's basic day, said teacher may be granted personal business leave. Teachers with continuing contract may be granted up to four (4) days per school year for Personal Business. Teachers without continuing contract may be granted two (2) days per school year for Personal Business. Teachers may accumulate up to eight (8) Personal Business Days. Only five (5) Personal Business Days can be used consecutively. Employees have the option to cash in up to three (3) Personal Days at \$210, or \$225 TSA contribution per year. Employees also have the option to convert their Personal Leave into sick days. Requests for one (1) additional day of Personal Business leave due to extraordinary and unusual circumstances, above and beyond those specified in this article, may be granted with the approval of the Director of Human Resources. Requests for additional personal business leave for observance of religious holidays shall be approved. No more than 5 percent of the faculty at any building shall use this leave on any one day.

Subd. 3. Absences Because of Professional Visitation: Teachers may request to be absent one (1) duty day per school year for a professional visitation.

Subd. 4. Absence Because of Child's School Conference and Activities Leave: Pursuant to Minn. Stat. 181.9412, teachers shall be granted up to sixteen (16) hours of paid absence leave per year to attend school conferences or classroom activities related to the teacher's child, provided the conferences or classroom activities cannot be scheduled during non-work hours.

Subd. 5. Absence Because of Adoption/Foster Placement of a Child:

- A. Full time, benefit eligible, and part-time employees with accrued paid absence leave will be granted up to 6 weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested on a case by case basis, subject to the approval of the Director of Human Resources. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave.

- B. Employees shall be granted up to ten (10) paid absence leave per school year for the placement of a foster child. Additional days may be requested on a case by case basis, subject to the approval of the Director of Human Resources. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

Subd. 6. Parenting Leave: Teachers shall be granted up to five (5) days of paid absence leave per school year for the birth of a child. Said leave shall not be in addition to disability leave associated with the birth of a child.

Section 4. Teacher Absences That Require Prior Approval and Are Not Deducted From Paid Absence Leave:

Subd. 1 Prior Notification: Requests for leaves in this section shall be made in writing at least seven (7) calendar days in advance, except in the event of an emergency.

Subd. 2. Absences Because of Jury Duty: Any teacher who is called to serve jury duty for a municipal, county, state or federal court shall be provided with full pay for each day of required jury duty service. The teacher shall, by payroll deduction, reimburse the School District for any per diem paid to the juror by the court for jury duty service, except that the teacher shall retain any mileage and meal allowances paid by the court.

Subd. 3. Witness Obligation: Any teacher summoned or subpoenaed by any court to provide testimony during the regular work day in any case in which the teacher is not a principal party to the action shall be provided leave with no loss of pay for the time which the teacher is required to be absent. The teacher shall, by payroll deduction, reimburse the School district for any witness fees received, except that the teacher may retain any mileage or meal expense reimbursement or any witness fees in excess of the teacher's daily rate of pay.

Article XI

Leaves of Absence

Section 1. Sabbatical Leave of Absence:

Subd. 1. Purpose: The School District may grant, at its discretion, a sabbatical Leave of Absence for study or research that is of benefit to the School District.

Subd. 2. Application: Application must be made in writing to the Superintendent on or before April 1 for a full year or a first semester sabbatical leave and on or before September 1 for a second semester Sabbatical Leave. Said application shall include both the educational institution and the teacher's academic program.

Subd. 3. Qualifications:

- A. A teacher applying for a sabbatical leave must have been employed by the School District for seven (7) full consecutive years immediately preceding the beginning of the Sabbatical Leave.
- B. No more than two (2) teachers may be granted a Sabbatical Leave of Absence per school year.
- C. A Sabbatical Leave may be granted for a semester or full school year only.
- D. The Superintendent must approve both the educational institution and the teacher's academic program before the application is presented for School Board Consideration. If the Superintendent does not approve, said teacher may request a review through the Meet and Confer process.
- E. The School District reserves the right to rescind a Sabbatical Leave in an emergency.

Subd. 4. Teacher's Commitment: A teacher who is granted a Sabbatical Leave of Absence for a full year shall teach three (3) full consecutive years for the School District following completion of the Sabbatical Leave. A teacher who is granted a Sabbatical Leave of Absence for a semester shall teach one and one-half (1-1/2) full consecutive years for the School District following completion of the Sabbatical Leave. If the teacher discontinues service for any reason other than the teacher's incapacity to fulfill this commitment the teacher shall reimburse the School District a prorata amount of the Sabbatical Leave allowance, including premiums. The teacher shall provide the School District with an acceptable corporate surety bond to insure the teacher's responsibility of fulfilling the Sabbatical Leave agreement, or in lieu of a surety bond, the teacher may arrange a special surety agreement, subject to the approval of the School District's attorney.

Subd. 5. Sabbatical Leave: A teacher who is granted a Sabbatical Leave of Absence shall have the option of being compensated at one-half (1/2) of the teacher's basic Salary Scheduled compensation for the duration of the leave and full pay upon return, or at three-fourths (3/4) of the teacher's basic Salary Schedule compensation for the duration of the leave and an equal period of time upon return.

- A. The teacher's selection of pay option shall not affect their advancement on the Salary Schedule. The teacher's advancement and placement shall be in accordance with Article VI.
- B. Subject to the provisions of this Agreement and the limitations of the group insurance plans established by Article VII, a teacher on a Sabbatical Leave may continue to participate in the group insurance plans. A teacher choosing to continue participation will continue to receive the School District's contributions established by Article VII, Sections 2, 3, 4, and 5, with the difference between the monthly premiums and the School District's contributions to be paid by the teacher through payroll deduction.
- C. A teacher's paid absence leave shall be frozen at the amount accumulated as of the date of the beginning of the Sabbatical Leave and reinstated as of the date of return to duty. Paid absence leave shall not be earned during the period of the Sabbatical Leave.
- D. Failure by a teacher to fulfill the original plan of study or research presented to the School District shall result in the forfeiture by the teacher of any direct salary compensation and indirect fringe benefit premium contribution provided to the teacher during the period of the Sabbatical Leave.

Subd. 6. Return: A teacher returning from a Sabbatical Leave shall be assigned to the teacher's previous position or to a similar position for which the teacher is qualified.

Section 2. Military Leave of Absence:

Subd. 1. Unpaid Leave: A teacher who is drafted or enlists in the military services shall be granted an unpaid Military Leave of Absence in accordance with Minnesota Statutes.

Subd. 2. Paid Leave: A teacher who is a member of an active military reserve unit shall be granted a paid Military Leave of Absence, not to exceed fifteen (15) duty days per calendar year, in accordance with Minnesota Statutes.

Section 3. Unpaid Leave of Absence:

Subd. 1. Unpaid Leave: A teacher who is in the employ of the School District may request a long-term or short-term Unpaid Leave of Absence.

Subd. 2. Reasons: The School District may grant, at its discretion, an Unpaid Leave of Absence for reasons such as adoption, child-rearing, temporary disability, personal illness or injury, family emergencies, to fulfill the obligations of a full-time elected or appointed position with the Union.

Subd. 3. Procedure - Long Term: A request for a long-term Unpaid Leave of Absence shall be in writing submitted by March 15 for a leave to begin the following school year, and if granted by the School District, shall be for a period not to exceed two (2) full school years for teachers with less than 10 years of seniority, and not to exceed five (5) years for teachers with ten or more years of seniority. Under extenuating circumstances, the School District in consultation with the Union may waive the deadline for Unpaid Leave requests or extensions.

- A. The specific duration of an approved long-term Unpaid Leave of Absence shall be established by the School District. All approved long-term Unpaid Leaves of Absence shall end on either the calendar day before the fall workshop or the calendar day before the beginning of the second semester of a school year.
- B. Teachers on approved long-term Unpaid Leaves of Absence of 12 months or more in duration shall deliver in person or by certified mail written notice to the Superintendent of their intention to return to duty at least by February 15 or 165 calendar days prior to the expiration of their leave. Failure to give such notice shall be considered a resignation on the part of the teacher.
- C. A request for an extension of a long-term Unpaid Leave of Absence shall be in writing and submitted by February 15 prior to the school year that the extension would be effective.
- D. Teachers returning to duty at the expiration of their leave shall return to their original teaching position when the leave is of twelve (12) months duration or shorter. When the leave is for a period of time longer than twelve (12) months duration, the teacher shall be assigned to a position in accordance with the transfer procedures contained in Article XII of this Agreement.
- E. A teacher shall earn a maximum of two years seniority while on Unpaid Leave(s) from the School District.

Subd. 4. Procedure - Short Term: A request for a short-term Unpaid Leave of Absence shall be in writing and, if granted by the School District, shall be for a period not to exceed eighty (80) calendar days.

- A. A specific duration of an approved short-term Unpaid Leave of Absence shall be established by the School District.
- B. Teachers on an approved short-term Unpaid Leave of Absence shall return to duty at the expiration of their leave. Failure of a teacher to return to duty at the expiration of their leave shall be considered a resignation on the part of the teacher.
- C. Teachers who return to duty at the expiration of their leave shall return to their previous position.

Subd. 5. Failure to Provide Notice: Teachers failing to give written notice as required by Section 3, Subd. 3, B, of this Article or who fail to report for work on the first duty day following expiration of their Unpaid Leave of Absence shall be considered to have resigned.

Subd. 6. Effective Date: The provisions of this Section shall become effective as of the date of School Board approval of this Agreement. Unpaid Leaves of Absence approved prior to that effective date shall be governed by the Master Agreement in effect at the time the Unpaid Leave of Absence was granted, except for the return to duty procedures.

Subd. 7. Group Insurance: Subject to the provisions of this Agreement, in accordance with federal and state law, and the limitations of the group insurance plans established by Article VII, a teacher on an Unpaid Leave of Absence may continue to participate in the group insurance plans. A teacher choosing to continue participation shall pay the full monthly premium of such plans, commencing on the date the Unpaid Leave of Absence begins.

Article XII

Teacher Transfers

(Vacancies, Teacher Placement and Transfer)

Section 1- Purpose: The purpose of this Article is to provide a smooth and efficient procedure for filling vacant positions.

Section 2-Definitions:

Subd. 1. Transfer: Shall mean the move of a continuing contract teacher from one teaching position to another teaching position, following the procedures established by this Article.

Subd. 2. Position: Shall mean a work assignment:

- A. At the elementary level, to teach at a specific school or schools at a particular grade level or levels; or
- B. At the secondary level, to teach at a specific school or schools in a particular department or combination of departments; or
- C. Within Special Services, to provide a service to students in one or a group of buildings.

Subd. 3. Vacancy: Shall mean an open position, created by the transfer, termination, or leave of absence in excess of 12 months of a teacher from such position, or created by the establishment of a new position covered by the Master Agreement, when the School District desires to fill such open position.

Subd. 4. Seniority: For the purposes of this Article, seniority shall be as provided in the seniority list as established by Article XIII, Section 4.

Subd 5. Displaced Teacher (formerly known as Mandatory Bidder): A displaced teacher, for the purposes of this Article, shall be defined as a continuing contract teacher that has been displaced from their current position for the following school year, based on District action. Examples of reasons District initiated Displaced Teacher positions include, but are not limited to reductions in class or building size, changes in student enrollment, imbalances in staffing needs, and changes in curriculum.

Subd 6. Voluntary Bidder or Applicant (formerly known as a Voluntary Bidder):

A Voluntary Bidder or Applicant, for the purposes of the Article, shall be defined as a continuing contract teacher who either voluntarily bids on a position in Round 1 or Round 2 based on seniority, or applies for a Vacancy (Vacant Position) after Round 2. A Probationary Year 3 teacher who has been awarded Continuing Contract rights for the following school year can also be considered a Voluntary Bidder or Applicant.

Subd 7. Reclaim of Position: A displaced teacher who is administratively placed in Round 2 during the Annual Spring Vacancy Posting process may reclaim his/her position if it is reestablished on or before August 20 of next school year. The eligibility of the displaced teacher for Reclaim is subject to Transfer Committee Approval.

Section 3. Annual Spring Vacancy Posting(s): Prior to February 15 of each year, Human Resources will establish a timeline for First Round and Second Round Spring Vacancy Posting(s) to occur, during which time all known Vacancies for the upcoming school year will be posted.

Subd 1. Transfer Committee: Prior to the First Round , the Transfer Committee shall be established consisting of 3 members appointed by the District and 3 members appointed by the Union.

- A. The Transfer Committee will meet prior to First Round and Second Round of annual spring postings to review staffing information for the next school year regarding teacher leaves, resignations, retirements, realignments, and vacancies. In establishing the list of vacancies to post, the District will first determine the status of all continuing contract teachers for the next school year, including teachers on leave of absence, teachers intending to retire or resign.
- B. If the Transfer Committee cannot reach agreement regarding a posting, bid, realignment or reclaim, the Superintendent shall decide.

Subd 2. Round 1: All Mandatory (displaced) and Voluntary bidders can bid on positions for which they are licensed, and currently teaching or have taught in the District within the past five (5) years. Positions will be awarded based on seniority.

- A. A position cannot be awarded to a bidder if it results in the displacement of a Current Continuing Contract teacher.

Subd 3. Round 2: All Mandatory (displaced) and Voluntary bidders can bid on positions for which they are licensed, and currently teaching or have taught in the District within the past five (5) years. Positions will be awarded based on seniority. For Round 2, Mandatory (displaced) bidders will be awarded positions based on seniority first, prior to any Voluntary bidder awards. Once all Mandatory (displaced) bidders have been awarded positions, the rest of the available positions will be awarded to Voluntary bidders, based on seniority.

- A. A position cannot be awarded to a bidder if it results in the displacement of a current Continuing Contract teacher.
- B. Round 2 will take place 3 days after Round 1.
- C. Teachers who are awarded positions in Round 1 or Round 2 may apply for positions posted after Round 2, via the application/interview process.
- D. Internal applicants cannot apply for any positions after August 15.

Subd 4. Teachers who are having performance problems and are on Job Targets and/or a Plan of Assistance may be restricted from applying for vacancies during all Spring Vacancy Rounds, as well as during the summer and school year. A teacher under a Job target or Plan of Assistance may make a request to the District to be provided the opportunity to utilize the Transfer Article by requesting the Transfer Committee to meet to discuss the pending situation. A majority of the Transfer Committee shall make a decision on whether or not the teacher shall be able to use the Transfer Article.

Subd 5. Realignment: Prior to the Annual Spring Posting Process (Section 4), there may be a realignment of displaced teachers to fill vacancies within the same school. A continuing contract teacher whose current teaching position has been eliminated in the school, may choose to accept a vacancy within the same school. This acceptance must be mutually agreed upon between the Principal and teacher. Position(s) that are made available for realignment, if not filled, must be included in the subsequent Annual Spring Posting(s).

Subd 6. Special Qualifications: If special qualifications are required of a teacher for a special temporary position of 12 months or less outside of the bargaining unit, i.e., I.T.E., the selection and decision of the School District should be final. The teacher in a temporary position (not to exceed 12 months) shall, however, retain rights to return to his/her previously held position.

Subd 7. Awarding of positions via the interview process are not subject to the grievance procedure.

Section 4. Summer and School Year Vacancies:

Subd 1. Vacancies occurring outside of the Annual Spring Vacancy Postings- Any Vacancy that occurs after the Round 2 Spring Vacancy Process will be posted for a minimum of 5 business days for both Internal Applicants and External applicants. Applications must be submitted electronically to Human Resources. Applications will be used to identify teachers selected to participate in the interview process. Positions will be awarded on the basis of experience, skills and abilities, and proper licensure/certification via an interview process.

A. Teachers who are awarded positions in Round 1 or Round 2 may apply for positions posted after Round 2, via the application/interview process.

Subd 2. Vacancies after August 1: Internal teachers can apply for vacant positions up to August 15 of the upcoming school year. External candidates can apply for vacant positions starting after the Second Round and during summer and following school year, but any position filled by an external applicant on or after August 1 will be considered temporary until the end of the school year, at which time, the position will be considered vacant and part of the next Annual Spring Posting(s).

Subd 3. A teacher's specific assignment shall continue unless written notice of assignment change for the forthcoming school year is given by the principal prior to the Annual Spring Posting, or unless it is subject to an Educational Need or Administrative Directed Transfer.

Subd 4. Awarding of positions via the interview process are not subject to the grievance procedure.

Section 5. Transfers:

Subd 1. Educational Need Transfer: The School District shall have the right to override the transfer and reassignment provisions of this article based on educational need. In the event that an override is necessary, the reasons shall be reduced to writing and forwarded to the Union. No such action will be taken without basis in fact or educational need.

Subd 2. Administrative Directed Transfer: Effective Management of the School District programs may require administrative directed transfers

A. **Basis-** Administrative directed transfers imply that the teacher may be doing satisfactory work; however there has been a breach in the working relationship, either between the teacher and principal or the teacher and the staff.

B. **Procedure:** When an administrative directed transfer is necessary, the responsible administrator will discuss the reasons for the transfer with the teacher and the Union. At the request of the teacher, the reasons will be provided in writing. An attempt will be made to reach agreement with the teacher and on which vacancy the teacher will fill, and the Union shall be notified in writing.

Section 6. Teachers Returning from Unpaid Leaves of Absences:

Subd 1. Teacher Placement: Teachers returning from unpaid leaves of absences of 12 months or less shall be placed in their prior teaching positions. Teacher returning from unpaid leave of more than 12 months shall be placed in a teaching position through the operation of the transfer process.

Subd 2. Eligibility to Bid: Teachers on unpaid leaves of absence may bid for posted positions under the provisions of this Article after their letter of intent to return has been received in the Human Resources Office.

Section 7. Teachers on Unrequested Leave of Absence (ULA):

Subd 1. Eligibility to Bid: Teachers on unrequested leave of absence shall not be eligible to bid for positions under the provisions of this Article until they have been recalled to a position of at least the percent of time of the position to which they would bid.

Subd 2. Priority: Qualified teachers on unrequested leave of absence shall have priority for vacancies that are not posted due to timing constraints, but will be filled on a temporary basis.

Subd 3. Application: Nothing in this Article shall be construed to preclude the District from proceeding to place teachers on Unrequested Leave of Absence within the statutory timelines provided in MN Statute 122A.40.

Section 8. Union Released Leave:

Subd 1. Members of the teachers bargaining unit released by the bargaining agent shall be able to reclaim the specific position out of which they took union leave regardless of the number of years they have been on union leave.

Subd 2. For the purpose of being released by the teachers bargaining agent, teachers going on union leave will be allowed to apply for part time position(s) and still be allowed to bid on a full time position when their union leave is over.

Article XIII
Unrequested Leave of Absence
See MOA that replaces Article XIII for the duration of this contract

Article XIV
Grievance Procedure

Section 1. Grievance Definition: A "grievance" shall mean a written allegation by a teacher resulting from a dispute or disagreement between the teacher and the School District as to the interpretation or application of this Agreement. In the event that two (2) or more teachers file a "grievance" concerning the same subject, the grievances shall be combined and processed as a single grievance in accordance with the provisions of this Article. The disposition of such a "grievance" shall be applicable to all teachers who are similarly affected.

Section 2. Representative:

Subd. 1. The School District may be represented during any step of the grievance procedure by any person or agency so designated.

Subd. 2. The teacher shall be represented by the Union, or its designated representatives, at Levels I and II of the grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: The time limits specified in this Agreement may be extended by mutual agreement of the School District and the Union.

Subd. 2. Days: A reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default shall not be included. The last calendar day of the period shall be counted unless it is a legal holiday, in which event the time period shall continue to run until the end of the next calendar day that is not a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time limitation and Waiver:

Subd. 1. Grievances shall not be valid for consideration unless the grievance is submitted in writing on the Union's Grievance Form to the School District's designee, setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the particular relief sought, within 20 days from the date giving rise to the grievance. Failure to file a grievance within such time period shall be deemed a waiver of the grievance.

Subd. 2. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance.

Subd. 3. Failure of the School District or its designated representative to respond to the grievance within the time limits hereinafter provided shall be considered a denial and immediately appealable to the next step.

Section 5. Adjustment of Grievances: The School District and the teacher shall attempt to adjust all grievances that may arise during the course of employment of a teacher in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion with the teacher's Building Principal, the Principal shall prepare a written decision on the grievance within 5 days after receipt of the written grievance. A copy of the decision shall be sent to the teacher and the Union.

Subd. 2. Level II: In the event the grievance is not resolved at Level I, the resulting decision may be appealed by the Union to the Superintendent or designee, provided, such appeal is made in writing within 5 days after receipt of the decision at Level I. If a grievance is properly appealed, the Superintendent or designee shall set a time to hear the grievance within 7 days, and within 5 days after the hearing, the Superintendent or designee shall issue a decision in writing to the Union.

Subd. 3. Level III: In the event the teacher and the Superintendent or designee are unable to resolve a grievance, the grievance may be submitted to binding arbitration.

Section 6. School Board Review: The School Board reserved the right to review any decision issued at Level I or Level II of this procedure, provided, the School Board or its representative notifies the Union of its intention to review the decision within 10 days after the decision has been issued. In the event the School Board reviews the decision under the provisions of this Section, the School Board reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: A request for arbitration must be filed in writing, and signed by the Union. Such request must be submitted within ten (10) days following the decision at Level III of the grievance procedure.

Subd. 1. Selection of Arbitrator: The arbitration request shall be referred to an arbitrator chosen from a panel of five (5) permanent neutral members previously mutually selected by the Union and the School District.

Subd. 2. Hearing: The Arbitrator shall hear the grievance and both parties may be represented by such person or persons as they may choose and designate. Unless the parties stipulate the issue, each party will submit a written statement of the issue at the outset of the arbitration hearing. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue(s) before the Arbitrator. The proceeding before the Arbitrator shall be a hearing denovo.

Subd. 3. Decision: The decision of the Arbitrator shall be issued within 15 days after the close of the hearing. Decision, in cases properly before the Arbitrator, shall be final and binding upon the parties, subject to the limitations of arbitration decisions as provided by the PELRA.

Subd. 4. Expenses: Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The party requesting the transcript shall bear all expenses for said transcript. The fees and expenses for the neutral arbitrator's services shall be borne equally by the Union and the District and each party will be responsible for compensating its own representative and witnesses.

Subd. 5. Jurisdiction: The Arbitrator shall have jurisdiction over grievances properly before the Arbitrator pursuant to the terms of the procedure. The jurisdiction of the Arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall the Arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitration extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and discretion and number of personnel. In considering any issue in dispute, the Arbitrator shall give due consideration to the statutory rights and obligation of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 6. Election of Remedies and Waiver: This subdivision shall not be effective in any situation in which its application would be considered unlawful retaliation or reprisal. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a procedure as outlined here, the teacher shall waive the right to initiate a grievance pursuant to this Article or, if a grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

Article XV

Teacher Severance Plans/TSA

Section 1: Eligibility: The following eligibility criteria applies to Severance Plan I and Severance Plan II.

Subd. 1. Full-time teachers, as defined in Article 1, Section 3, Subd. 4, who have completed at least 15 years of service, the last 5 years of which have been continuous with the School District and whose age and years of service with the District add up to 70, shall be eligible for a severance payment, pursuant to the provisions of this Article. This Severance Plan shall not apply to any teacher who has been discharged for cause by the District.

Subd. 2. Leaves of Absence: Time spent on approved leaves of absence, as provided in Article XI, Sections 1, 2, or unpaid leaves for maternity related purposes, and Extended Leaves of Absence shall be included in the calculation of years of continuous service.

Subd. 3. Determination of Age: For purposes of this Article, the school year shall be defined as beginning on July 1 of one year and ending on June 30 of the year following.

Subd. 4. The following terms and conditions will apply to teacher retirements during the 2019-20 and 2020-21 school years for teachers who qualify for Severance Plan I or Severance Plan II.

- A. Retirements will be accepted, effective either; a) at the end of the day on a semester or trimester break, or b) at the end of the day on the last duty day of the school year;
- B. Teachers intending to retire during the school year, in accordance with Article XV, Section 1, Subdivision 4.A, must submit written notice of intent to retire at least 45 days prior to the requested date of retirement, and;
- C. Teachers intending to retire effective the end of the day on the last duty day of the school year, must submit notice in accordance with Article XV, Section 3.

Section 2. Insurance: The following criteria regarding insurance participation applies to both Severance Plan I and Severance Plan II. Teachers who terminate their employment prior to qualification for Medicare, shall be eligible to participate in the group health and hospitalization plan established by Article VII, Section 2 of the Teachers' Master Agreement.

Subd. 1. Such teachers shall pay the full monthly premiums of such insurance plans in which they are to participate.

Subd. 2. Said teacher's eligibility for participation in the group health and hospitalization plans as defined in this Article shall cease upon qualification for Medicare.

Section 3. Application and reimbursement: The following criteria regarding application and reimbursement applies to both Severance Plan I and Severance Plan II. To be eligible for the benefits of this article a teacher must submit a written request for severance pay and the employee's written notice of intention to resign prior to February 15 of the school year at the end of which severance will take place. Actual written resignation must be received no later than March 15 and be accepted by the School Board.

Section 4. Part-time Teaching Option: The following criteria regarding part-time teaching option applies to both Severance Plan I and Severance Plan II. The School District, at its sole discretion, may grant a part-time teaching option to a teacher in accordance with 1979 Session Laws of the State of Minnesota.

Tax-Sheltered Annuity Matching Program

Section 1. Match Option for Teachers hired before July 1, 1991: Teachers hired before July 1, 1991 may participate in the District's Matching plan beginning in January 2002. The District will match up to two thousand Dollars (\$2000.00) annually. If any employee defers an annual amount that is less than the amount the district would match the District will then match the employee's lower amount. If an employee fails to defer any money on an annual basis, the district will not contribute any compensation to the employee's 403b fund that year. The employee may defer additional amounts of their compensation to the 403b Deferred Compensation Plan or in any other TSAs of their choosing as permissible by law.

Section 2. Match Option for Teachers after July 1, 1991 : The District will match each teacher eligible for this plan up to one thousand dollars (\$1000.00) annually in their first (1st) through 10th years of service; up to one thousand five hundred dollars (\$1,500.00) annually in their 11th through 17th years of service; and up to two thousand five hundred (\$2,500) in their 18th year of service and beyond. If any employee defers an annual amount that is less than the amount the district would match will then match the employee's lower amount. If an employee fails to defer any money on an annual basis, the district will not contribute any compensation to the employee's 403b fund that year. The employee may defer additional amounts of their compensation to the 403b Deferred Compensation Plan or in any other TSAs of their choosing as permissible by law.

Severance Plan I

Section 1. Eligibility: This Severance Plan replaces the previous severance plan and shall begin at the end of the 2001-2002 school year, to teachers hired before July 1, 1991.

Section 2. Basis of Severance Payment: A teacher, upon retirement, shall be eligible to receive a severance payment which shall be equal to 5 days of the teacher's base salary rate for each full year of full-time continuous service to the School District, not to exceed a total of 128 days' pay.

Subd. 1. Base Daily Salary Rate: The base daily salary rate shall be determined by dividing the teacher's basic Salary Schedule compensation to Schedule A or Schedule B of this Agreement, including any Career Increment, for which the teacher is eligible during the last full year of service prior to retirement, by the number of duty days as defined in Article IX, Section 1. Additional compensation for extra-curricular assignments, extended time assignments, or any other assignments shall not be included when determining the base daily salary rate.

Section 3. Payment: Upon retirement, a teacher shall receive a severance allowance of a maximum of one hundred twenty eight (128) days pay, minus the District's TSA match contributions, up to \$22,500, in two equal payments on or about June 30 and on or about January 15 of the year of retirement. The District will contribute an amount equal to the value of the retiring teacher's severance payments directly into the retiree's 403B account, with this account being wholly and solely funded by this payment. The retiree will not receive any direct payment from the District for severance pay. The District's annual contribution into the retiree's 403B account must not exceed the IRS annual contribution limit. The District will only make contributions to accounts with investment vendors that have current hold harmless District. For purposes of calculating the maximum deferral limit, the District will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.

Subd. 1. Deductions: Deductions shall be made from the severance payment(s) only as required by law.

Subd. 2. Beneficiary: If the teacher dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Section 4. Insurance:

Subd. 1. Upon severing employment, the number of days of unused paid absence leave the teacher has shall be used in calculating the District's contribution to the group health and hospitalization plan.

Subd. 2. The value of each of the days of unused paid absence leave shall be equal to the base daily salary rate as defined in Sec. 2. Subd. 1 of this Article. The maximum amount of money the District shall contribute to any teacher's account is one hundred and twenty one days pay (121) to a maximum of \$41,347.

Subd. 3. Upon severing employment, each teacher shall designate whether they want employee or family health and hospitalization coverage. The District will pay the full monthly dollar amount for the coverage chosen on the group health and hospitalization premium until the District's insurance contribution is exhausted or the teacher qualifies for Medicare, whichever comes first. If the teacher's insurance money is exhausted before the teacher qualifies for Medicare and the teacher chooses to continue said coverage, the teacher shall be responsible for making those premium payments. Any amount left in the teacher's account after qualifying for Medicare reverts to the District.

Severance Plan II

Section 1. Eligibility: This Severance Plan shall begin in January 2002, for teachers hired after July 1, 1991.

Section 2. Payment: Upon retirement, a teacher shall receive a severance allowance of twenty two thousand five hundred dollars (\$22,500.00), minus the District's TSA match contributions, up to \$22,500, in two equal payments on or about June 30 and on or about January 15 of the year of retirement. The District will contribute an amount equal to the value of the retiring teacher's severance payments directly into the retiree's 403B account, with this account being wholly and solely funded by this payment. The retiree will not receive any direct payment from the District for severance pay. The District's annual contribution into the retiree's 403B account must not exceed the IRS annual contribution limit. The District will only make contributions to accounts with investment vendors that have current hold harmless agreements on file with the District. For purposes of calculating the maximum deferral limit, the District will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.

Subd. 1. Deductions: Deductions shall be made from the severance payment(s) only as required by law.

Subd. 2. Beneficiary: If the teacher dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Article XVI

Nurses

Section 1. All the provisions of the Teachers' master Agreement shall apply to eligible certified public school nurses except for the following: Article VIII - Hours of Service

Section 2. Lead Nurses: Lead Nurses shall be appointed by the School District. A nurse appointed to the job classification of Lead Nurse shall be compensated at the rate of \$4375 per work year for the assignment.

Section 3. Hours of Employment:

Subd. 1. Normal Work Day: The normal workday for full-time nurses shall consist of 8 consecutive hours. During the normal workday, a meal period shall be scheduled at a time and place approved by the nurse and nurses' supervisor. During the meal period, a nurse shall be considered on duty and shall be responsible to perform job duties and responsibilities as required. Reasonable attempts will be made to provide a duty-free lunch period.

Subd. 2. Rest Periods: Two rest periods, not to exceed 15 minutes each, shall be provided during the normal workday. Rest periods shall be taken at a time approved by the nurse and the nurses' supervisor - 1 period in the 1st half of the normal workday and 1 period in the 2nd half.

Subd. 3. Part-time and Temporary Nurses: The School District reserves the right to employ and schedule work for part-time and temporary nurses as it deems necessary to meet the needs of the school nursing program.

Subd. 4. Additional Activities: Nurses may, in addition to their normal workday, be responsible to participate in a reasonable amount of school-related activities such as PTA, conferences, open house, and other similar activities.

Section 4. Retirement:

Subd. 1. Contribution: The School District shall make PERA and/or TRA and FICA retirement contributions on behalf of eligible nurses in accordance with State and Federal law.

Article XVII

Public Obligation

Section 1. No Strike: The exclusive representative agrees that at no time prior to July 1, 2019 will either the exclusive representative or any person acting on its behalf, or any individual employee, engage in any strike, including sympathy strikes or unfair labor practice as defined by the PELRA.

Section 2. No Lockout: In consideration hereof, the School District agrees that it will not engage in any lock out of members of the bargaining unit during the period covered by the no strike agreement.

Section 3. Procedure: The parties agree that procedures affecting this Article are provided by the PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

Article XVIII

Discipline

Section 1. Discipline: The following disciplinary actions may be imposed by the District for just cause.

1. oral reprimand;
2. written reprimand;
3. withholding of increment;
4. suspension without pay; and
5. dismissal in accordance with Minnesota Statutes.

Section 2. Disciplinary Meeting: Normally, disciplinary action taken pursuant to this Article shall be administered at a meeting called for such purpose. The teacher shall receive written or oral notice of the meeting and except in the case of an oral reprimand, shall be entitled to Union representation. When warranted, disciplinary action may be taken immediately by the School District.

Section 3. Notice: Except in the case of an oral reprimand, the affected teacher and the Union shall be provided a written copy of the disciplinary action imposed. The teacher may elect in writing not to have notice of such disciplinary action provided to the Union.

Section 4. Grievance Procedure: Except as otherwise provided in this Article or by statute, a disciplinary action taken pursuant to this Article may be appealed through the grievance procedure as set forth in Article XIV of this Agreement. Oral reprimand shall not be subject to the grievance procedure. Written reprimands, under normal circumstances, shall be presented to a teacher in person at a meeting called for this purpose. The teacher shall be requested to sign a copy of the reprimand with the understanding that the teacher has read the reprimand, but not that the teacher necessarily agrees with its content or accuracy. If the teacher refuses to sign the reprimand, it may be placed in the teacher's personnel file by the School District with a notation indicating the date the meeting was held to review the reprimand and the fact that the teacher refused to sign the copy placed in the file. The teacher shall be afforded up to fourteen (14) calendar days to respond in writing to the reprimand and the teacher's response shall be attached to the file copy of the reprimand.

Section 5. Teacher Dismissal: Procedures governing teacher dismissal are those provided under Minnesota Statute 122A.40, as amended. Nothing in this Article shall limit the right or obligation of the parties with respect to Minnesota law.

Article XIX
Early Childhood Family Education
School Readiness Teachers / Parent Educators

Section 1. Seniority and Layoff: Early Childhood Family Education-ECFE / School Readiness-SR / Parent Educator-PE (Hereafter shall be referred to as ECFE/SR/PE) teachers shall be listed on a separate seniority list from other teachers within the School District based on date of hire. ECFE/SR/PE teachers shall have seniority rights only in the ECFE/SR/PE program. K-12 teachers and other teachers within the District may not bump or displace ECFE/SR/PE teachers or vice versa. ECFE/SR/PE teachers are not subject to the rights as set forth in Minnesota Statute 122A.40. Layoff of ECFE/SR/PE teachers shall be in inverse order of seniority.

Subd. 1. Seniority Date: ECFE/SR/PE teachers hired prior to May 20, 2005 seniority date shall be as established at Arena bidding on May 20, 2005. ECFE/SR/PE teachers hired after May 20, 2005 seniority shall be determined in accordance with Article XIII, Section 4, Subdivision 2.

Subd. 2. Seniority List: The District will post the seniority list in accordance with Article XIII, Section 6. ECFE/SR/PE teachers may challenge the correctness of the ECFE/SR/PE Seniority List with regard to seniority and FTE (bidding and/or position hours combined).

Section 2. Probation: The length of probation for ECFE/SR/PE teachers shall be for three (3) continuous years from date of initial hire. During such probationary period, an ECFE/SR/PE teacher may be terminated at the sole discretion of the School District.

Section 3. Continuing ECFE/SR/PE Teachers: ECFE/SR/PE teachers who successfully complete the probationary period shall hold continuing employment based on their seniority and license. Continuing teachers may only be terminated for just cause or layoff due to program reductions.

Section 4. Recall: Continuing ECFE/SR/PE teachers on layoff shall have rights to recall for two (2) years should a position become available during that time frame. As positions become available, the School District must notify individuals by certified mail of any job openings. Individuals on layoff may reject any job that has fewer hours than those held at the time of layoff. However, any teacher that rejects a job offer equal to or greater than their previous position loses the right to further recall. ECFE/SR/PE teachers shall notify the Superintendent by certified mail of their acceptance or rejection of a position within seven (7) calendar days of receipt of a recall notice. Teachers on layoff have the personal responsibility to keep the School District informed of their current mailing address.

Section 5. Salary: ECFE/SR/PE teachers shall be paid on a pro-rata basis from the regular teacher salary schedules (Salary Schedule A and Salary Schedule B) of this master agreement.

Subd. 1 Workshop: ECFE/SR/PE teachers shall be compensated on a prorated basis (based on K-12 teachers extra duty days beyond student contact) for attendance at required workshops.

Subd. 2 Subbing: ECFE/SR/PE teachers subbing for another ECFE/SR/PE teacher's class will be paid at the rate of \$28.00 per hour for student contact time, supervisory time and other prep time.

Section 6. Group Insurance: ECFE/SR/PE teachers shall be eligible for School District group insurance premium contributions as provided in Article VII of this master agreement. Part time ECFE/SR/PE teachers may individually elect to participate in the group insurance programs and receive prorated School District contributions toward the individual health, hospitalization, and major medical premium as provided in Article VII of this master agreement.

Section 7. Paid Absence Leave: Beginning July 1, 1990, ECFE/SR/PE teachers shall accumulate paid absence leave (Article X), prorated based upon hours worked.

Section 8. Additional Duties:

Subd. 1 Additional Required Duties: ECFE/SR/PE teachers may be assigned by the ECFE/SR/PE Supervisor to additional duties in excess of their FTE. These duties include but are not limited to; ECFE/SR/PE meetings, open house, curriculum development, and assigned staff development. ECFE/SR/PE teachers will be paid at their hourly rate for such activities and/or meetings.

Subd. 2 Additional Activities: As of July 1, 2019, ECFE/SR/PE teachers who choose to be part of additional activities coordinated by the ECFE/SR/PE Supervisor shall be paid at the rate of \$28.00 per hour for the additional activities.

Section 9. Weather Closing: See, Article IX, Section 3.

Section 10. Hours of Service

Subd. 1 Student Contact Time: Student contact time shall be defined as the time spent teaching a class as scheduled.

Subd. 2 Preparation Time: Preparation time shall be defined as a block of time for the teacher to prepare for their teaching assignment. ECFE/SR/PE teachers shall receive preparation time in proportion to contact time in the same proportion as K-12 teachers.

Subd. 3 Supervisory Duties: Supervisory time shall be defined as a block of time on site where direct teaching does not take place, but students/parents are arriving and dismissing. ECFE/SR/PE teachers shall have supervisory time assigned in proportion to contact time in the same proportion as K-12 teachers.

Subd. 4 On Site Prep Time: On site prep time shall be defined as time on site for additional preparation (e.g. set up/take down). ECFE/PE teachers shall have on site prep time in proportion to contact time in the same proportion as K-12 teachers.

Section 11. Teaching Assignments: The purpose of this section is to provide a smooth and efficient procedure for assignment of teachers for the next school year. The following language shall determine the placement of teachers for the next year's assignments:

Subd. 1. Eligibility: Mandatory and Voluntary Bidders shall participate in person or by proxy in this bidding process. ECFE/SR/PE teachers who fail to participate in person or by proxy in the bidding process shall lose their right to employment in the next school year.

Subd. 2. ECFE/SR/PE Arena Posting and Time Lines: The School District shall during the month of May each year provide a list of class offerings to be taught the next school year including the day, time, and location when possible. The School District shall also establish an "ECFE/SR/PE Arena" and set the date and location where all eligible ECFE/SR/PE teachers shall come together to bid on positions for the next school year.

Subd. 3. Position: A position is a class or series of administratively grouped classes (hereafter "a group") for which the ECFE/SR/PE teacher holds the appropriate license(s). An ECFE/SR/PE teacher shall own the class or group which they acquire through the ECFE/SR/PE Arena process to include classes that were not terminated prior to the start of the class term. In the event of an unusual circumstance, an ECFE/SR/PE teacher who requests to drop FTE hours after July 1st of any given year may do so only with the consent of the ECFE/SR/PE Supervisor.

Subd. 4. Availability: A class or group shall be available and eligible to be bid upon by other ECFE/SR/PE teachers if the class or group has not been acquired through the ECFE/SR/PE Arena process.

Subd. 5. Reclaiming and Bidding Procedure: Positions that were bid on during the previous year's bidding process and have not changed, are owned positions. ECFE/SR/PE teachers shall by order of seniority, holding an appropriate teaching license, bid upon a teaching position for the next school year through the following process;

- A. Arena One.** All ECFE/SR/PE teachers will own their position as defined in Subd. 3 of this section. The intent of Arena One shall be to have ECFE/SR/PE teachers, on the basis of seniority, acquire classes or groups that will bring them up to their FTE-they held in the previous year. This round shall also include any continuing teachers on layoff with rights to recall. If the number of classes available for the next school year is greater than the number needed for all eligible ECFE/SR/PE teachers to reclaim their FTE, then beginning with the most senior participating teacher in order of seniority may add a class(es) or a group up to the FTE hours per week maximum for a full time position, as long as a less senior teacher will not be displaced. If the number of classes available for the next school year is not sufficient to allow all eligible ECFE/SR/PE teachers to reclaim their hours, any less senior ECFE/SR/PE teachers shall be placed on layoff. If an

ECFE/SR/PE teacher voluntarily chooses not to reclaim available hours they shall not be considered placed on layoff and therefore will not have recall rights pursuant to Section 4. If the number of classes available does not allow all eligible teachers to add a class, this round ends. If classes remain after every eligible teacher has added a class, then a second arena process will be conducted.

- B. Arena Two.** Teachers with less than hours per week full-time FTE may participate in Arena Two until they reach full time status-per week. Teachers with more than full time FTE may participate in this round to drop a class or group completely, or to drop a class or group and pick up a class or group of equal amount of time. Teachers with more than full time status per week cannot add a class or group as their only action during Arena Two. Beginning with the most senior participating teacher, each teacher, in order of seniority, may add one (1) class or group up to maximum for a full time position. If the number of classes available does not allow all eligible teachers to add a class, this round ends. If classes remain after every eligible teacher has added a class, then a third arena process will be conducted. This process will be repeated until all eligible teachers have passed.

Subd. 6. Canceled Classes: If a contracted ECFE/SR/PE teacher's assigned class(es) is canceled, the teacher shall have the right to choose from any available classes for which the teacher holds the appropriate license. If there are no available classes that fit into the teacher's existing position (day/time/location) then the district will determine their work assignment (displacing the least senior ECFE/SR/PE teacher or assignment of other ECFE/SR/PE duties) to fulfill their FTE and so as not to reduce their compensation.

Section 12. The School District reserves the right to assign 1 (one) Night Classes to ECFE/PE teachers, if there are no qualified applicants. Night classes are defined as classes beginning at 5:00 pm or later.

Section 13. Any ECFE/SR/PE teacher who is willing to take an additional night class may do so.

Article XX

SITE

Section 1. SITE Teams: The District and the Union acknowledge that there is no request or agreement to enter into a school site decision-making agreement pursuant to M.S. § 123B.04, and therefore the specific provisions of the statute do not apply

Section 2. SITE TEAM Roles and Responsibilities: SITE Team roles and responsibilities shall be as mutually agreed by the District and the Union and as jointly communicated by the Superintendent or designee and the President of the Union. Building Leadership Teams may take on the role of the SITE Teams. However, they are subject to the provisions of this Article.

Section 3. District SITE Team Information: SITE Team's shall share information at meetings as scheduled and directed by the District.

Section 4. District SITE Team Advisory Committee: Problems unresolved by SITE Teams and/or SITE Team decisions requiring a waiver of any provision of the Master Agreement shall be brought to the District SITE Team Advisory Committee. The District and the Union shall each appoint two (2) members to the District SITE Team Advisory Committee. The SITE Teams must have their constitution, by-laws, and minutes of each meeting available, upon request, to the District SITE Team Advisory Committee or District administration.

Article XXI

Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 unless provided otherwise herein, through June 30, 2021. If either party desires to modify or terminate this Agreement commencing on July 1, 2019 it shall give written notice of such intent no later than April 1, 2021.

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

Section 3. Finality: Any matters relating to the current Agreement, whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement, provided, the School District and the Union may mutually agree to amend the Agreement during its term.

Section 4. Individual Contracts: The initial employment of a teacher in the District shall be by written contract, signed by the teacher and by the School Board. All subsequent employment shall be by notice of assignment and salary, provided, however, that nothing in this Section shall be construed to deprive a teacher of the right to resign pursuant to Minn. Stat. 122A.40, subd. 7.

Subd. 1. Initial Employment: Each teacher upon initial employment in a position that requires licensure by the Minnesota Department of Education shall receive a written contract, signed by the teacher and the chairman and the clerk of the School Board. This Agreement shall be subject to and consistent with the provisions of this Master Agreement and shall be continuing.

Subd. 2. Changes in Assignment: No changes in the teacher's annual assignment may be proposed after the issuance of notice of assignment without the consent of the teacher.

Subd. 3. Additional Assignments:

- A. Additional assignments shall be made by written contract and consistent with this Master Agreement.
- B. Vacancies for additional assignments shall be posted in each building in the district for at least two weeks before they are filled so that interested and qualified teachers may apply

Subd. 4. Subsequent Employment: After initial employment, the School District shall give written notification to each teacher in the bargaining unit of the teacher's assignment and salary for the forthcoming school year. Such notification shall be by the form provided in Attachment II, and shall be given to the teacher no later than October 1. In the event it is a bargaining year and no agreement has been reached, the School District shall reissue notices of assignment with the new salary amounts within 30 days of ratification of the new Master Agreement by both the Union and the School District.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

END OF MASTER AGREEMENT

Base Salary Schedule
July 1, 2019 – January 20, 2020 for Secondary Staff
July 1, 2019 – January 16, 2020 for Elementary Staff

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45
A	39,355	40,864	42,203	43,594	45,582	45,582	46,993	48,424	49,690
B	40,816	42,516	43,964	45,412	47,568	47,568	49,141	50,577	51,890
C	42,287	44,375	45,876	47,399	49,550	49,550	51,201	52,700	54,182
D	43,899	45,922	47,591	49,130	51,582	51,582	53,282	54,815	56,445
E	45,526	47,637	49,319	51,004	53,729	53,729	55,540	57,142	58,756
F	47,174	49,381	51,140	52,945	55,925	55,925	57,803	59,450	60,733
G	48,822	51,126	52,964	54,898	58,603	58,603	60,609	62,333	64,171
H	50,946	53,346	55,596	57,682	64,286	64,286	66,329	68,310	70,458
I	55,523	58,028	60,376	62,550	69,449	69,449	71,579	73,662	75,891
J	55,523	58,028	60,376	62,550	69,449	69,449	71,579	73,662	75,891
K	55,523	58,028	60,376	62,550	69,449	69,449	71,579	73,662	75,891
L	58,686	61,188	63,538	65,710	72,598	72,598	74,729	76,797	79,035
M	58,686	61,188	63,538	65,710	72,598	72,598	74,729	76,797	79,035
N	58,686	61,188	63,538	65,710	72,598	72,598	74,729	76,797	79,035
O	61,250	63,752	66,100	68,276	75,162	75,162	77,293	79,359	81,599
P	61,250	63,752	66,100	68,276	75,162	75,162	77,293	79,359	81,599
Q	61,250	63,752	66,100	68,276	75,162	75,162	77,293	79,359	81,599
R	64,653	67,154	69,503	71,678	78,564	78,564	80,695	82,762	85,001

Salary Schedule A
2019 – 2020 (beginning 1/21/20 for Secondary Staff & 1/17/20 for Elementary Staff)

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45
A	40,024	41,559	42,920	44,335	46,357	46,357	47,792	49,247	50,535
B	41,510	43,239	44,711	46,184	48,377	48,377	49,976	51,437	52,772
C	43,006	45,129	46,656	48,205	50,392	50,392	52,071	53,596	55,103
D	44,645	46,703	48,400	49,965	52,459	52,459	54,188	55,747	57,405
E	46,300	48,447	50,157	51,871	54,642	54,642	56,484	58,113	59,755
F	47,976	50,220	52,009	53,845	56,876	56,876	58,786	60,461	61,765
G	49,652	51,995	53,864	55,831	59,599	59,599	61,639	63,393	65,262
H	51,812	54,253	56,541	58,663	65,379	65,379	67,457	69,471	71,656
I	56,467	59,014	61,402	63,613	70,630	70,630	72,796	74,914	77,181
J	56,467	59,014	61,402	63,613	70,630	70,630	72,796	74,914	77,181
K	56,467	59,014	61,402	63,613	70,630	70,630	72,796	74,914	77,181
L	59,684	62,228	64,618	66,827	73,832	73,832	75,999	78,103	80,379
M	59,684	62,228	64,618	66,827	73,832	73,832	75,999	78,103	80,379
N	59,684	62,228	64,618	66,827	73,832	73,832	75,999	78,103	80,379
O	62,291	64,836	67,224	69,437	76,440	76,440	78,607	80,708	82,986
P	62,291	64,836	67,224	69,437	76,440	76,440	78,607	80,708	82,986
Q	62,291	64,836	67,224	69,437	76,440	76,440	78,607	80,708	82,986
R	65,752	68,296	70,685	72,897	79,900	79,900	82,067	84,169	86,446

Salary Schedule B
2020 - 2021

STEP	BA00	BA15	BA30	BA45	BA60	MA00	MA15	MA30	MA45
A	40,985	42,556	43,951	45,399	47,469	47,469	48,939	50,429	51,748
B	42,506	44,277	45,784	47,292	49,538	49,538	51,176	52,671	54,039
C	44,038	46,212	47,776	49,362	51,602	51,602	53,321	54,882	56,426
D	45,717	47,824	49,562	51,164	53,718	53,718	55,488	57,085	58,782
E	47,411	49,610	51,361	53,116	55,954	55,954	57,840	59,508	61,189
F	49,127	51,426	53,258	55,137	58,241	58,241	60,197	61,912	63,248
G	50,844	53,243	55,157	57,171	61,030	61,030	63,119	64,914	66,828
H	53,056	55,555	57,898	60,070	66,948	66,948	69,076	71,139	73,376
I	57,822	60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
J	57,822	60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
K	57,822	60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
L	61,116	63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
M	61,116	63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
N	61,116	63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
O	63,786	66,392	68,837	71,103	78,274	78,274	80,494	82,645	84,978
P	63,786	66,392	68,837	71,103	78,274	78,274	80,494	82,645	84,978
Q	63,786	66,392	68,837	71,103	78,274	78,274	80,494	82,645	84,978
R	67,330	69,935	72,381	74,646	81,817	81,817	84,036	86,189	88,521

All adjustments are included in the above salary schedules

Salary Schedule B1
Teachers hired 7/1/2020 and after 2020-21

STEP	BA00	BA15	BA30	BA45	BA60	MA	MA15	MA30	MA45
a	40,985	42,556	43,951	45,399	47,469	47,469	48,939	50,429	51,748
b	42,506	44,277	45,784	47,292	49,538	49,538	51,176	52,671	54,039
c	44,038	46,212	47,776	49,362	51,602	51,602	53,321	54,882	56,426
d	45,717	47,824	49,562	51,164	53,718	53,718	55,488	57,085	58,782
e	47,411	49,610	51,361	53,116	55,954	55,954	57,840	59,508	61,189
f	49,127	51,426	53,258	55,137	58,241	58,241	60,197	61,912	63,248
g	50,844	53,243	55,157	57,171	61,030	61,030	63,119	64,914	66,828
h	53,056	55,555	57,898	60,070	66,948	66,948	69,076	71,139	73,376
i	57,822	60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
j		60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
k		60,431	62,876	65,140	72,325	72,325	74,543	76,712	79,033
l		63,722	66,169	68,431	75,604	75,604	77,823	79,977	82,308
m			66,169	68,431	75,604	75,604	77,823	79,977	82,308
n			66,169	68,431	75,604	75,604	77,823	79,977	82,308
o			68,837	71,103	78,274	78,274	80,494	82,645	84,978
p				71,103	78,274	78,274	80,494	82,645	84,978
q				71,103	78,274	78,274	80,494	82,645	84,978
r					81,817	81,817	84,036	86,189	88,521

Extra Curricular Schedule C 2019-2021

The compensation for extra-curricular assignments shall be based upon the total points for an employee in an assignment, as calculated by the formula described herein.

Compensation for Schedule C assignments shall be the number of total points for the employee in the assignment multiplied by one hundred thirty eight dollars (\$138) per point in 2019-2020 and one hundred forty dollars (\$140) per point in 2020-2021. A position's inclusion on Schedule C does not ensure that it will exist in any given school year. The position's existence is determined by district or building allocation of funds through the budgeting process. Positions listed below could be offered at either High School (HS) or Middle School (MS) level unless specifically designated.

I. <u>ATHLETICS</u>			FINE ARTS Cont'd		Position	BasePoints
Baseball - Boys	Position	BasePoints	One Act Play	Director - HS	21	
	Head Coach - HS	35		Assistant Director - HS	14	
	Assistant Coach - HS	26		Carpenter/Tech Director	10	
Basketball-Boys & Girls	9 th Grade Coach	20		Director - MS	14	
	Head Coach - HS	46	Major Plays	Director - HS	29	
	Assistant Coach - HS	34		Assistant Director - HS	19	
Adapted Bowling	9 th Grade Coach	29		Technical Director-HS	5	
	Head Coach	10	Musicals - HS	Directors - HS	37	
Dance Team - HS	Assistant Coach	6		Assistant Director - HS	23	
	Head Coach	27		Vocal/Director	20	
Football - Boys	Assistant Coach	17		Choreographer	13	
	Head Coach - HS	44		Orchestra Director	12	
	Assistant Coach - HS	31		Costumer - HS (Major Plays)	11	
Gymnastics - Girls	9 th Grade Coach	26		Carpenter/Art Director	11	
	Head Coach - HS	37	Musicals - MS	Director	16	
	Assistant Coach - HS	29		Vocal/Instrumental Dir	12	
Golf - Boys & Girls	Head Coach - HS	27		Choreographer	8	
	Assistant Coach	20		Costumer	6	
Hockey-Boys & Girls	Head Coach - HS	44	Chamber Theater	Director	12	
	Assistant Coach - HS	32	Thespians Society	Advisor	10	
	Head Coach	27	Speech/Debate	Head Coach - HS	34	
Adapted Floor Hockey	Assistant Coach	17		Assistant Coach - HS	26	
	Head Coach - HS	27		Head Coach - MS	16	
Lacrosse-Boys & Girls	Assistant Coach - HS	21	IV. <u>PUBLICATIONS</u>			
	Head Coach - HS	34	Newspaper	Position	Base Points	
	Assistant Coach - HS	22		Advisor - HS	21	
Alpine Skiing	Head Coach - HS	36		Advisor- MS	18	
	Assistant Coach - HS	22	Yearbook	Advisor- HS	28	
X- Country-Boys & Girls	Head Coach	30		Business Manager - HS	18	
Soccer-Boys & Girls	Head Coach - HS	35		Advisor- MS	16	
	Assistant Coach - HS	25		Asst. Advisor - MS	13	
	9 th Grade Head Coach	19		Advisor - ES	7	
Adaptive Soccer	Head Coach - HS	27	V. <u>OTHER ACTIVITIES</u>			
	Assistant Coach - HS	17		Position	Base Points	
	Head Coach - HS	35	Applaud/Royal Excellence	Advisor	15	
Softball - Girls	Assistant Coach - HS	26	Chess	Advisor-MS	11	
	9 th Grade Coach	20	Competitive/Sideline Cheer	Head Coach	27	
	Head Coach	27		Assistant Coach	17	
Adaptive Softball	Assistant Coach	17	Concessions	Coordinator - HS	10	
	Head Coach - HS	41	Dance line Fall	Advisor	10	
	Assistant Coach - HS	32	Dance line Winter	Advisor	10	
Tennis-Boys & Girls	Head Coach - HS	27	DECA/BPA	Advisor	11	
	Assistant Coach - HS	21	Homecoming	Advisor - HS	8	
	Head Coach - HS	37	Math Team	Advisor	17	
Track- Boys & Girls	Assistant Coach - HS	28	Mock Trial	Advisor	12	
	Head Coach	15	NHS	Advisor	16	
	Assistant Coach	6	Prom	Advisor - HS	9	
Volleyball - Girls	Head Coach - HS	34	Robotics	Advisor	15	
	Assistant Coach - HS	25		Assistant Advisor	10	
	9 th Grade Head Coach	19	SADD	Advisor	5	
Wrestling - Boys	Head Coach - HS	40	School Store	Advisor-HS	15	
	Assistant Coach - HS	32	School Store	Advisor-MS	10	
	9 th Grade Coach	20	School Store	Advisor - ES	5	
II. <u>FINE ARTS</u>			Science Olympiad	Advisor - HS	11	
Instrumental/Vocal	Position	Base Points	Science Olympiad	Advisor - MS	6	
	Director - HS	30	Strength/Condition	Coach (season)	32	
	Director - MS	12	Student Council	Advisor	32	
Pep Band	Assistant Director - MS	8	Student Council	Advisor - ES	8	
	Director - HS	14	Transition Link	Advisor - HS	10	
	Director	10	Transition WEB	Advisor - MS	9	
Elem Instrumental	Director	12	Trap Team	Advisor	15	
Elementary Vocal	Director - HS	8	Weight Room	Advisor	30	
Select Ensemble	Director- MS	7				
Select Ensemble	Director	15				
Marching Band	Assistant Director	10				

Guidelines used for assigning points for co-curricular salaries

HEAD COACH/ADVISOR/DIRECTOR:

(Time + Responsibility + Safety + Public Interest + Coaching Licensure/Certification)* + Service

ASSISTANT COACH/ASSISTANT ADVISOR/ASSISTANT DIRECTOR:

(Time)* + Service + Coaching Licensure/Certification

* denotes point values included in "Base Points."

- I. Time - The time required reflects the reasonable expectation for an advisor or coach for preparation, meetings, practices and performances, and has been used for the assignment of points.

HOURS	POINTS	HOURS	POINTS	HOURS	POINTS
7-9	1	163-175	13	319-331	25
29-32	2	176-188	14	332-344	26
33-45	3	189-201	15	345-357	27
46-58	4	202-214	16	358-370	28
59-71	5	215-227	17	371-383	29
72-84	6	228-240	18	384-396	30
85-97	7	241-253	19	397-409	31
98-110	8	254-266	20	410-422	32
111-123	9	267-279	21	423-435	33
124-136	10	280-292	22	436-448	34
137-149	11	293-305	23	449-461	35
150-162	12	306-318	24	462 & Up	36

- II. Responsibility - The scope of planning and supervision that must be furnished by an advisor or a coach for a total program.

A. The number of coaches or advisors being supervised. Middle School positions are not included under a head coach or advisor's responsibility.

<u>Number of Assistants</u>	<u>Points</u>
0	0
1	1
2	2
3	3

B. The scope of planning is measured by responsibility for different levels within a total program such as varsity, junior varsity, 9th grade, etc. A single team or activity utilizing students from various grades is counted as one level.

<u>Level</u>	<u>Points</u>
1	1
2	2
3 or more	3

C. CoEd and Co-op Sports - 3 points (each)

- III. Safety - Safety of students is a routine responsibility for all advisors and coaches. Some activities require special supervision or protection to minimize the possibility for injury. If an activity requires safety concerns on the part of the coach or advisor, additional points may be awarded.

<u>Safety</u>	<u>Points</u>
Routine	0
Some Consideration	1
Serious Consideration	2

- IV. Public Interest - Only available to head coaches and advisors. This is measured by the personal demands on a supervisor from phone calls, requests from the media, and public appearances attributed to an activity. Maximum - 5 points

- V. Service - Years of service as a coach or an advisor will be recognized by an award of additional points according to the table below. A coach or advisor with experience in another district may receive credit up to 4 points for such experience. The points awarded for experience may never exceed the points awarded for time spent with an activity.

For both the 2019-2020 and 2020-2021 school years, the experience points for any employee paid for an extra-curricular assignment under this formula shall reflect earned experience credit. In the event of a dispute over the experience points awarded to any employee in any activity, it shall be the responsibility of the employee to provide certified evidence of any prior related work experience. To qualify for experience points, prior related work experience points must be as a licensed teacher in a school district program. The experience points for any employee paid for an extra-curricular assignment under this formula shall reflect the experience credit earned prior to each assigned year.

<u>Experience</u>	<u>Points</u>
0	0
1 year	1
2-3 years	2
4-6 years	3
7-10 years	4
11-15 years	5
16 - 19 years	6
20+ years	7

- VI. Coaching Licensure/Certification - Only available to assistant coaches and advisors. Assistant coaches/advisors holding current Minnesota Coaching Licensure from the Minnesota Department of Education or current recognized alternative certification (e.g. NFICEP) will be awarded one (1) additional point.

Memorandum of Agreement
One Time Payment

It is hereby agreed between South Washington County Schools, District 833 and the United Teachers of South Washington County that each bargaining unit member shall receive a one-time payment of \$200 in 2019-2020.

Memorandum of Agreement
Reading Recovery
(See Article XII)

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

Section 1. For positions established for the 1998-99 school year and previously, good faith agreements shall apply.

Section 2. For positions established in the spring of 1999 and subsequently, agreed upon language as summarized in Memorandum of Agreement: Classroom Teacher on Special Assignment shall apply.

This memorandum of agreement shall expire on June 30, 2021.

Memorandum of Agreement
ACCESS/ Credit Recovery/ Homebound Teachers
(Article VI, Section 1)

It is hereby agreed between the South Washington County School District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

Section 1. Effective July 1, 2019, Community Education teachers teaching credit classes (ACCESS/Credit Recovery), and homebound teachers, who are members of the teachers' bargaining unit, shall be compensated at the rate of \$31.00 per hour.

Section 2. Community Education teachers teaching evening credit classes (ACCESS/Credit Recovery), and homebound teachers, who are members of the teachers' bargaining unit, shall be paid for a 15-minute preparation period for each hour they are contracted to teach at the agreed upon hourly rate.

Section 3. Community Education teachers teaching evening credit classes (ACCESS/Credit Recovery), and homebound teachers who are members of the teachers' bargaining unit, whose work schedule or assignment meets or exceeds the definition of a full-time teacher (see Article 1, Section 3, Subd. 4) shall be entitled to the following benefits as outlined in the master agreement;

- Article VII – Group Insurance
- Article X – Paid Absence Leave

Section 4. Community Education teachers teaching evening credit classes (ACCESS/Credit Recovery), and homebound teachers may not bump or displace K-12 teachers or other teachers in the district, and vice versa.

This memorandum of agreement shall expire on June 30, 2021.

Memorandum of Agreement
Certificate of Clinical Competence

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

1. It is the District's current practice to require all Speech Language Pathologists to maintain their Certificate of Clinical Competence. This requirement is in part to allow these employees to properly submit MA billing;
2. There is an annual expense, above and beyond customary license renewal fees, incurred by these individual employees;
3. Therefore, the District shall reimburse full-time Speech Language Pathologists up to \$225.00 annually toward the renewal fees associated with maintaining their Certificate of Clinical Competence.

This memorandum of agreement shall expire June 30, 2021.

Memorandum of Agreement
Teachers on Special Assignment (TOSA)

It is hereby agreed between the South Washington County School District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

1. Teachers on Special Assignment (hereafter "TOSA") shall mean those employees who work in a position that requires a teaching license, but whose primary responsibility does not include direct instruction of students. The purpose of TOSA positions shall be to utilize the experience, education and specific skills of individual teachers to perform unique, seasonal and/or support tasks to augment the essential services necessary for the District to accomplish its purpose and mission. The District and the Union shall mutually agree on positions to be classified as a TOSA, and will review annually.
2. The number of TOSA positions shall be determined at the sole discretion of the District.
3. TOSA positions shall be posted, but shall not be filled in accordance with Article XII – Teacher Transfers of the current agreement between the District and the Union. Selection of persons to fill TOSA positions shall be at the sole discretion of the District and the selection of persons to fill TOSA positions shall not be subject to the grievance process as outlined in Article XIV of the current master agreement between the District and the Union.
4. The District reserves the total discretion to grant or to deny the continuance of a teacher in a TOSA position beyond one year.
5. An internal TOSA shall mean a teacher who has completed at least three (3) years of teaching experience in the District and has acquired continuing contract status pursuant to Minn. Stat. §122A.40 in the District. The rights of an internal TOSA shall be as follows:
 - A. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - B. Shall continue to accrue seniority during time of service as an internal TOSA.
 - C. Shall have a right of return to their previous teaching position if their time of service as an internal TOSA is twelve (12) months or less.
 - D. Shall have a right of return to a teaching position if their time of service as an internal TOSA is greater than twelve (12) months.
 - E. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.
 - F. Compensation shall be in accordance with the current master agreement between the District and the Union with additional duties compensated on a pro-rata or stipend basis.
6. An external TOSA shall mean a teacher who has not previously been employed in the District. The rights of an external TOSA shall be as follows:
 - A. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - B. Effective the 2015-16 school year, shall acquire or accrue seniority during time of service as an external TOSA, and will retain applicable continuing contract rights pursuant to Minn. Stat. §122A.40 as acquired.
 - C. Shall have no right of return to any position within the District, though may be placed in a position as required by Minn. Stat. §122A.40.
 - D. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.
 - E. Compensation shall be in accordance with the current master agreement between the District and the Union with additional duties compensated on a pro-rata or stipend basis.

This memorandum of agreement shall expire on June 30, 2021.

Memorandum of Agreement
Classroom Teachers on Special Assignment (CTOSA)

It is hereby agreed between the South Washington County School District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

1. Classroom Teachers on Special Assignment (hereafter "CTOSA") shall mean those employees who work in a position that requires a teaching license and also requires additional certification and/or specialized skills and training, whose primary responsibility is direct instruction of students. The purpose of CTOSA positions shall be to utilize the experience, education and specific skills of individual teachers to perform unique tasks to augment the essential services necessary for the District to accomplish its purpose and mission.
2. The District and the Union shall meet and mutually agree on positions to be classified as a CTOSA, and will review annually.
3. The number of CTOSA positions shall not exceed 5% of the total FTE's of the licensed teacher positions in the District or as otherwise mutually agreed.
4. CTOSA positions shall be posted, but shall not be filled in accordance with Article XII – Teacher Transfers of the current agreement between the District and the Union. Selection of persons to fill CTOSA positions shall be at the sole discretion of the District and the selection of persons to fill CTOSA positions shall not be subject to the grievance process as outlined in Article XIV of the current master agreement between the District and the Union.
5. The District reserves the total discretion to grant or to deny the continuance of a teacher in a CTOSA position beyond one year.
6. An internal CTOSA shall mean a teacher who has completed at least one (1) year of teaching experience in the District and has acquired continuing contract status pursuant to Minn. Stat. §122A.40 in the District. The rights of an internal CTOSA shall be as follows:
 - A. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - B. Shall continue to accrue seniority during time of service as a CTOSA.
 - C. Shall have a right of return to their previous teaching position if their time of service as a CTOSA is twelve (12) months or less.
 - D. Shall have a right of return to a teaching position if their time of service as a CTOSA is greater than twelve (12) months.
 - E. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.
7. An external CTOSA shall mean a teacher who has not previously been employed in the District. The rights of an external CTOSA shall be as follows:
 - A. Shall be a member of the Union or subject to fair share fee contribution pursuant to Minn. Stat. §179A.06.
 - B. Shall acquire or accrue seniority during time of service as a CTOSA and will retain applicable continuing contract rights pursuant to Minn. Stat. §122A.40 as acquired.
 - C. Shall have no right of return to any position within the District, though may be placed in a position as required by Minn. Stat. §122A.40.
 - D. All terms and conditions of employment shall be as outlined in the current master agreement between the District and the Union.

This memorandum of agreement shall expire on June 30, 2021.

Memorandum of Agreement
Middle School – Homeroom/Advisory

This MOA replaces Article VIII, Section 3. Subd. 6 for the duration of this contract

It is hereby agreed between the South Washington County Schools, District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

1. Homeroom/Advisory programs are an important and essential part of the middle school model, as recognized and recommended by the Middle School Task Force;
2. Current contract language does not allow or provide for a homeroom/advisory program at the middle school level (under the 8 period format);
3. A SITE team may determine the existence, composition and nature of homeroom/advisory program with the parameters that;
 - A. At the Secondary level, supervisory duties shall be defined as lunchroom supervision, hall monitoring, homeroom supervision, detention, ISS, or other similar duties, but shall not include study halls. Homeroom/Advisory: SITE Teams may determine the existence, composition and nature of a homeroom/advisory format within the parameters of the master agreement language. The length of homeroom/advisory (in minutes) will be determined by each SITE. The time spent in homeroom/advisory will be deducted from teacher’s supervisory time. Homerooms may take place three days per week (not to exceed 20 minutes per day). Teachers will not be required to prepare, deliver or assess curricula during homeroom. Homeroom is the place for school business to be communicated and the administration of necessary tasks such as but not limited to: District policy and testing, information distribution and school fee collection. Advisory may take place two days per week (not to exceed 20 minutes per day). Advisories are a vehicle for creating a more personalized learning environment where all students are well known by at least one adult. It also serves as a way to teach non-curricular concepts that are essential for student success. Advisory and homeroom cannot occur on the same day.
 - B. SITE teams shall submit the decision in minutes and a brief description of the decision-making process to the District SITE Team Advisory Committee annually.

This memorandum of agreement shall expire on June 30, 2021.

Memorandum of Agreement
High School – Homeroom/Advisory

This MOA replaces Article VIII, Section 3. Subd. 6 for the duration of this contract

It is hereby agreed between the South Washington County Schools, District 833 (hereafter “District”) and the United Teachers of South Washington County (hereafter “Union”) as follows:

1. Homeroom/Advisory programs are an important and essential part of the high school model, as recognized and recommended by the High School Redesign Task Force and as supported by current research;
2. Current contract language does not allow or provide for a homeroom/advisory program at the high school level (under the 4 period or 6 period format);
3. A SITE team may determine the existence, composition and nature of homeroom/advisory program with the parameters that;
 - A. At the Secondary level, supervisory duties shall be defined as lunchroom supervision, hall monitoring, homeroom supervision, detention, ISS, or other similar duties, but shall not include study halls. Homeroom/Advisory: SITE Teams may determine the existence, composition and nature of a homeroom/advisory format within the parameters of the master agreement language. The length of homeroom/advisory (in minutes) will be determined by each SITE. The time spent in homeroom/advisory will be deducted from teacher’s supervisory time. Homerooms may take place three days per week (not to exceed 240 minutes per month). Teachers will not be required to prepare, deliver or assess curricula during homeroom. Homeroom is the place for school business to be communicated and the administration of necessary tasks such as but not limited to: District policy and testing, information distribution and school fee collection. Advisory may take place two days per week (not to exceed 160 minutes per month). Advisories are a vehicle for creating a more personalized learning environment where all students are well known by at least one adult. It also serves as a way to teach non-curricular concepts that are essential for student success. Advisory and homeroom cannot occur on the same day.
 - B. SITE teams shall submit the decision in minutes and a brief description of the decision-making process to the District SITE Team Advisory Committee annually.

This memorandum of agreement shall expire on June 30, 2021.

Memorandum of Agreement
Non-Student Contact Days Defined

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

1. **Professional Development Days (PD)** are district or school planned time. These days may include training, meetings, or district-wide events. At the beginning of the school year, a minimum of 11.5 hours of the 22.5 hours scheduled as PD days will be teacher directed for room preparations, lesson preparation, open house/curriculum night preparation, etc.
2. **Teacher Workdays** are scheduled at the end of each trimester. These days are teacher directed in order to complete grading and preparations for the next trimester. Teachers do not need to report to their site on a Teacher Workday. They are considered to be flexible work days.
3. **Birth-Grade 5 Preparation Days** are a time for staff to prepare for conferences and continue Standards Based Instruction implementation. This time will be spent at individual sites (except for specialists and birth-preschool who can meet in their specialized PLCs district-wide) to work with PLCs and small team discussions. Each day will be planned in conjunction with the principal and teacher leaders. A minimum of 2.5 hours, each of the Birth-Grade 5 preparation days, will be used for individual work time as it relates to Standards Based Instruction and progress reporting.

This memorandum of agreement shall expire June 30, 2021

Memorandum of Agreement
Labor Management Committee

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the United Teachers of South Washington County (hereafter "Union") as follows:

Both parties agree to develop a Labor Management Committee. Minnesota's Bureau of Mediation Services may be of assistance in development of such a committee.

This agreement shall expire on June 30, 2021.

Memorandum of Agreement
Unrequested Leave of Absence
This MOA replaces Article XIII for the duration of this contract.

This Memorandum of Agreement ("MOA") is entered into by and between the United Teachers of South Washington County ("Union") and Independent School District No. 833 ("District").

WHEREAS, the Union and the District are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for teachers who are employed by the District;

WHEREAS, effective July 1, 2019, the state legislature repealed Minnesota Statutes section 122A.40, subdivision 11, which governs the placement of teachers on unrequested leave of absence ("ULA");

WHEREAS, Minnesota Statutes section 122A.40, subdivision 10 applies to collective bargaining agreements that take effect on or after July 1, 2019; and

WHEREAS, the Union and the District are parties to an existing memorandum of agreement that addresses the ULA process and expressly states that it expires on June 30, 2019 or when the 2019-2021 contract is ratified whichever occurs later;

NOW, THEREFORE, the Union and the District agree as follows:

1. This MOA replaces the previous MOA addressing the ULA process. This MOA is separate from, and will not be considered to be part of, the CBA.
2. This MOA expires on June 30, 2021, or when the 2021-2023 contract is ratified, whichever occurs later.
3. From the date the 2019-2021 contract is ratified until the 2021-2023 contract is ratified, the following language will govern the placement of teachers on ULA.

Section 1. Unrequested leave of absence: The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitation, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Section 2. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1, Tier 2, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and Tier 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by Section 9 or this MOA.

Section 3. Exceptions for Licensure: Notwithstanding section 2, a teacher is not entitled to exercise any seniority when that exercise results in the teacher being retained by the district in a field for which the teacher holds only a provisional license, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license in the same field.

Section 4. Notice to teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice by July 1 of the proposed placement that:

Subd. 1. States the applicable ground for the proposed placement;

Subd. 2. Provides notice to the teacher of the right to request a hearing on the proposed placement within 14 calendar days from receipt of the notice; and

Subd. 3. Provides notice to the teacher that failure to request a hearing within fourteen calendar days will be deemed acquiescence to the school board's proposed placement action.

Section 5. Right to a hearing and decision: The teacher proposed for placement on ULA pursuant to school board action shall be entitled to a hearing concerning the proposed placement, if the teacher requests a hearing within 14 calendar days.

Section 6. Final board action: Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above the acquiescence, or notice to the teacher as required above the decision of a hearing officer. A teacher wishing to challenge the school board's decision to place him or her on ULA may do so by filing an action with the Minnesota Court of Appeals, and not through the grievance procedure contained in the CBA.

Section 7. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, whichever occurs first, after which the right to reinstatement will terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 8. Vacancies and notification: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 20 calendar days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 9. Seniority: Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license as a teacher during the regular school year and during periods of time on approved leave of absence as provided by this Memorandum of Agreement.

Subd. 1. Original Seniority Date: The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to Minn. Stat. 122A.40, but whose employment was subsequently reinstated by the School District without any breaks in service.

Subd. 2. Part-Time: Effective July 1, 1993, teachers employed at least $\frac{1}{2}$ of a regular duty day or at least $\frac{1}{2}$ of a regular duty year, shall earn full seniority. Teachers employed less than $\frac{1}{2}$ of a regular day or less than $\frac{1}{2}$ of a regular duty year shall earn $\frac{1}{2}$ year of seniority for each full year of service.

Subd. 3. Probationary Teachers: Probationary teachers shall have no seniority status, but shall be listed on a separate seniority list for the purposes of information.

Subd. 4. Long-term Substitutes: Long-term substitute teachers shall have no seniority, until it is determined that the long-term substitute teacher has acquired a continuing contract. In the event said teacher acquires a continuing contract, seniority will be granted back to the original date of employment and will accrue in accordance with Subd. 1. of this section.

Section 10. Seniority List: The School District shall prepare from its records a seniority list, which shall contain the name, seniority date, area(s) of licensure, licensure tier, subject matter or grade level in which the teacher has a major validated by transcript and license file folder number for each teacher.

Subd. 1. Seniority Dates Prior to July 1, 1974: Teachers starting service prior to July 1, 1974, shall acquire a seniority date in accordance with the following:

- A. In order of a teacher's starting date of service as a teacher.
- B. In order of a teacher's educational lane placement as of March 1, 1974 (highest education lane shall be listed first).
- C. In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- D. In order of a teacher's license file folder number (lowest number shall be listed first).

Subd. 2. Seniority Dates After July 1, 1974 and Before January 1, 2006: Teachers starting service after July 1, 1974 and before January 1, 2006, shall acquire a seniority date in accordance with the following:

- A. In order of a teacher's starting date of service as a teacher.
- B. In order of a teacher's educational lane placement as of his/her starting date of service as a teacher (highest educational lane shall be listed first).
- C. In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- D. In order of a teacher's license file folder number (lowest number shall be listed first).

Subd. 3. Seniority Dates After January 1, 2006: Teachers starting service after January 1, 2006, shall acquire a seniority date in accordance with the following:

- A. In order of a teacher's starting date of service as a teacher.
- B. In order of the date a teacher signed his/her initial individual continuing contract (earliest date of signing shall be listed first).
- C. In order of a teacher's educational lane placement as of his/her starting date of service as a teacher (highest educational lane shall be listed first).
- D. In order of a teacher's license file folder number (lowest number shall be listed first).

Section 11. Posting Seniority List: The School District will provide 4 copies of the seniority list to the Union and will post 4 copies of the seniority list in each school building before November 15 of each school year.

Subd. 1. Grievance: A teacher may challenge the correctness of the seniority list by filing a grievance as provided in Article XIV of this agreement.

Subd. 2. Time Limit: In the absence of a grievance being filed within ten (10) duty days from the date of posting, the posted seniority list will be conclusively deemed to be correct.

Section 12. Benefits while on leave: Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 13. Employment rights during leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Section 14. Continuing contract rights and service credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided an opportunity to consult with the exclusive representative.

Section 15. Unemployment benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 16. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivision 5 and 7 apply to placement on unrequested leave of absence. This does not give teachers the right to request arbitration to challenge their placement on ULA.

Section 17. Filing Licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Department of Human Resources as of January 15th of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 15th will be considered for purposes of recall, but not for layoff.

Section 18. Reasons and Procedures: Teachers on the seniority list may be placed on unrequested leave of absence by the District for reasons described in Section 1.

Subd. 1. Transfer Committee: The Transfer Committee will be responsible for monitoring and implementing the unrequested leave of absence procedure.

Subd. 2. Procedure: Prior to the start of unrequested leave of absence procedure, teachers may volunteer to move to an assignment for which they are qualified.

- A. After all voluntary movement has concluded teachers will be placed on unrequested leave of absence, in any field in which licensure is required by the state department.
- B. Absent voluntary agreement, a more senior teacher may not be stranded or realigned by a less senior teacher. Consequently, when placing one or more teachers on unrequested leave of absence or when recalling one or more teachers from unrequested leave of absence, the District will not reassign a more senior teacher to a different position in order to accommodate the seniority claim of a less senior teacher, unless the more senior teacher has voluntarily agreed to the reassignment pursuant to this Article.

Section 19. No Dropping of License: A teacher may not exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the District in order to acquire a different assignment through the unrequested leave of absence process. If a teacher drops the license which qualified the teacher for the teacher's current assignment the District may place the teacher on unrequested leave of absence, and the teacher will have no bumping rights nor realignment rights in another licensure area.

Section 20. Temporary Assignment: An employee on a temporary assignment for the District outside the bargaining unit will retain and earn full seniority rights.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

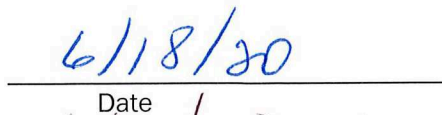
UNITED TEACHERS OF SOUTH WASHINGTON COUNTY


President


Date

INDEPENDENT SCHOOL DISTRICT NO. 833


School Board Chair


Date


School Board Clerk


Date

Memorandum of Agreement
Emergency Pool
(See Article X)

The parties to this Memorandum of Agreement (“MOA”) are Independent School District No. 833 (“District”) and United Teachers of South Washington County (“Union”).

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers employed by the District; and

WHEREAS, the District and the Union would like to create a Medical Emergency Pool for teachers in the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in the MOA and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Creation of Medical Emergency Pool (“MEP”).** The District and Union hereby create a MEP for teachers who are experiencing a medical emergency or who have an immediate member of the family who has experienced a catastrophic illness or injury and requires care from the teacher. For purposes of this MOA, an “immediate member of the family” is a spouse, child, or stepchild.
2. **Definition of Medical Emergency.** A “medical emergency” means a medical condition that will require more than ten consecutive days of absence from duty and will result in a substantial loss of income to the employee because the employee has exhausted all forms of paid leave other than leave taken under the MEP. The medical condition must be recognized by the mainstream medical community and must be certified by a physician.
3. **Funding of MEP.** The MEP will be established by voluntary donations from members of the bargaining unit. In order to join the MEP for a four-year period, teachers must contribute one paid absence leave (PAL) day before September 30th of the school year. All donations are confidential and nonrefundable. Once a teacher donates a day of sick leave to the MEP the teacher cannot rescind or retract the donated sick leave for any reason. If at any point the pool is not self-sustaining, the District and Union may mutually agree to provide members of the bargaining unit an opportunity to donate additional days of accumulated sick leave. Participating teachers may contribute an additional PAL day if they so choose. PAL days contributed to the bank will have no effect on the wellness incentive language. Those individuals who belonged to the former illness/injury bank will continue in the MEP until their four years expire.
4. **Eligibility for MEP.** Teachers who have joined the MEP and are experiencing a medical emergency, or have a member of their immediate family who has experienced a catastrophic illness or injury and requires care from the teacher, are eligible to receive up to thirty (30) days of paid sick leave from the MEP during any school year and a maximum of sixty (60) days during their career with the District. To obtain such leave, an eligible teacher must complete and submit the following: (a) a written application to draw paid sick leave from the MEP; (b) a medical certification from the teacher’s treating physician or the treating physician of a family member; and (c) an authorization giving the District permission to share the application and certification with the Union. Teachers may not begin to draw paid sick leave from the MEP unless and until the District and the Union approve the written application.
5. **Loss of Eligibility for MEP.** Teachers will immediately become ineligible to draw paid sick leave from the MEP if they become eligible to receive benefits from another source, such as long-term disability insurance or workers’ compensation.
6. **No Precedent or Practice.** Nothing in this MOA may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice.
7. **Term of MOA.** This MOA will automatically expire on June 30, 2021, unless the parties enter into a MOA or otherwise mutually agree, in writing, to extend this MOA. This MOA is separate from, and not part of, the CBA.


8. **Tax Consequences.** While the parties have endeavored to create a tax advantaged medical emergency pool, neither the District nor any person affiliated with the District, including any School Board member, official, employee, agent, insurer, attorney, or representative, has made any statement or representation to the Union or to any member of the bargaining unit regarding the tax consequences of this MOA. Likewise, neither the Union nor any person affiliated with the Union including any official, employee, agent, attorney, or representative of the Union has made any statement or representation to the District or to any member of the bargaining unit regarding the tax consequences of this MOA.
9. **Entire Agreement.** This MOA represents the entire agreement between the parties related to the MEP. No party has relied upon any statements or promises that are not stated in this MOA. No changes to this MOA are valid unless they are in writing and signed by both parties. A copy of this MOA will have the same legal effect as the original. If the language for the MEP ceases to exist, the practice of the MEP will continue until all days of leave are exhausted.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

UNITED TEACHERS OF SOUTH WASHINGTON COUNTY



President




Date

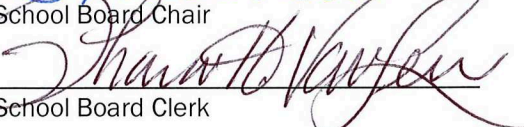
INDEPENDENT SCHOOL DISTRICT NO. 833



School Board Chair



Date

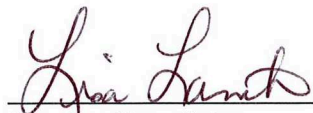


School Board Clerk

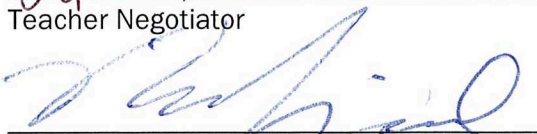
IN WITNESS WHEREOF, the parties have executed this Contract as follows

FOR:

United Teachers of South Washington



Teacher Negotiator



Teacher Negotiator



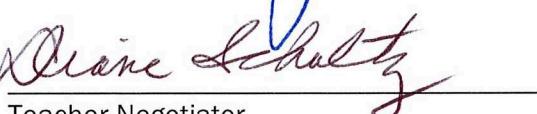
Teacher Negotiator



Teacher Negotiator



Teacher Negotiator



Teacher Negotiator

FOR:

South Washington County Schools-
Independent School District 833



Chairman



Clerk



Director of Human Resources

Dated this 29 day of June, 2020

Attachment I
Insurances

https://www.sowashco.org/departments/human_resources/benefits

To view current year medical plan comparisons, please click on the link above.

Go to Forms & Resources to select medical plan comparison

Attachment II
Sample Notice of Assignment

SOUTH WASHINGTON COUNTY DIST #833
Sample: NOTICE OF ASSIGNMENT 2020-2021

This Notice of Teacher Assignment (NOA) and Salary for the current year is subject to the provisions of the Master agreement between Independent School District No. 833 and the Exclusive Representative. This assignment represents information as of August 28, 2020. Notices of Assignments are distributed once per year.

Please verify the information listed below by September 15, 2020

- If the information below is accurate, please sign below and return to your building office coordinator.
- If the information below appears to be inaccurate, please contact your human resource specialist.

Name:

Lane/Step (as of **8/28/20**):

Position:

Contract Period:

2020-2021 Teaching Assignments only (excludes extra-curricular and other non-teaching assignments)

<u>Assignment</u>	<u>FTE</u>	<u>Bldg</u>	<u>Salary</u>	<u>Time Period</u>
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Director of Human Resources

I hereby acknowledge receipt of this notice and verify the information to be correct.

Signature (Full Name)

Date

Attachment III
Additional Services

The following positions will be funded by the School District at the rate of \$28.00 per hour effective July 1, 2019.

- Teachers who are Gifted & Talented Teachers Leader will receive a \$1,000 stipend per year.
- Other Teacher Leaders will be compensated by stipend on the following:

Dollar Allocation:

	Staff	Total
Up to	1	\$500
Up to	4	\$775
Up to	7	\$1,050
Up to	10	\$1,325
	11+	\$1,600

Teachers may utilize up to 22.5 (3 days) hours per school year as comp time in lieu of hourly payment. For each day of comp time used, the identified stipend will be reduced at a rate of \$210 per day. Refer to Article VI, Section 10.

Teacher Leaders [based on Attachment III (Additional Services) of the UTSWC] can be compensated via any of the three options or combination of the three options listed below:

- Stipend payment based on Attachment III (Additional Services) of the UTSWC contract, or
- Utilization of comp time in lieu of hourly payment, up to 22.5 (3 days) hours per school year (note that for each comp day used, the identified stipend will be reduced at a rate of \$210 per day), or
- District contribution into teacher TSA (403b) plan at the rate of \$225 for 1 day, \$450 for 2 days and \$675 for 3 days (note that for each day used as a TSA contribution the identified stipend will be reduced at the rate of \$210 per day).

Attachment IV
2019-20 and 2020-21 District 833 Calendars

To review current year calendars, please click on the link below.

<https://www.sowashco.org/calendar>

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