

July 1, 2019 - June 30, 2021

AGREEMENT

between

**Independent School District 196
Rosemount, Minnesota**

and

**Dakota County United Educators
Local #2006, Education Minnesota
AFT, NEA, AFL-CIO**

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**SECTION 1 –
PURPOSE**

THIS AGREEMENT, entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota, (hereinafter referred to as “ISD 196”) and the Dakota County United Educators, (hereinafter referred to as “DCUE”) pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for teachers during the term of this Agreement. The term “teacher” as used herein shall have that meaning as defined in Section 3.2 of this Agreement.

**SECTION 2 –
RECOGNITION OF EXCLUSIVE REPRESENTATIVE****2.1 Recognition**

In accordance with PELRA, the School Board recognizes the Dakota County United Educators as the exclusive representative of teachers as defined herein who are employed by ISD 196, which exclusive representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this Agreement.

2.2 Exclusive Representative

The exclusive representative shall represent all of the teachers of ISD 196 as defined in Section 3.2 of this Agreement.

**SECTION 3 –
DEFINITIONS****3.1 Terms and Conditions of Employment**

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees, but does not mean educational policies of ISD 196. The terms are subject to the provisions of M.S. 179A.03 Subd. 19 regarding the rights of public employers and the scope of negotiations.

3.2 Teacher

The term “teacher” shall mean all persons in the appropriate unit employed by ISD 196 in a position for which the person must be licensed by the Minnesota Professional Educator Licensing and Standards Board (PELSB) and licensed school nurses pursuant to the Order of the Bureau of Mediation Services in Case No. 82-PR-693-A, including teachers on special assignment (TOSA); but shall not include superintendent, assistant superintendent, principals, assistant principals, and administrative assistants (AA) who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

3.3 ISD 196

ISD 196 shall mean the School District, School Board of Independent School District No. 196 or its designated representative.

3.4 DCUE

“DCUE” shall mean the teachers’ union, Dakota County United Educators, or its designated representative.

3.5 Break in Service

A Break in Service shall be defined as a resignation, retirement or termination, not including an unrequested leave of absence, long term disability leave, workers’ compensation leave, Board-approved leave, or involuntary interruption of employment less than forty (40) continuous contract days.

3.6 Other Terms

Terms not defined in this Agreement shall have those meanings as defined by PELRA.

**SECTION 4 –
ISD 196 RIGHTS****4.1 Inherent Managerial Rights**

ISD 196 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

4.2 Management Responsibilities

ISD 196 has the right and obligation to efficiently manage and conduct the operation of ISD 196 within its legal limitations and with its primary obligation to provide educational opportunity for the students of ISD 196.

4.3 Effect of Laws, Rules and Regulations

DCUE recognizes that all employees covered by this Agreement shall perform the teaching and reasonable non-teaching services prescribed by ISD 196 and shall be governed by the laws of the State of Minnesota, and by ISD 196 rules, regulations, directives and orders, issued by properly designated officials of ISD 196. DCUE also recognizes the right of ISD 196 and its duly designated officials to promulgate rules, regulations, directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that ISD 196, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the PELSB, and valid rules, regulations and orders of state and federal governmental agencies. The foregoing enumeration of ISD 196 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to ISD 196.

**SECTION 5 –
TEACHER AND DCUE RIGHTS****5.1 Right to Views**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of DCUE; nor shall it be construed to require any teacher to perform labor or services against his/her will.

5.2 Right to Dues Check Off

5.2.1 **Authorization:** Any member of the bargaining unit may authorize ISD 196 to deduct from his/her pay the amount of dues charged by DCUE. This authorization must be in writing and forwarded by DCUE to the payroll office not less than thirty (30) days prior to when the deductions are to begin. ISD 196 agrees to implement the dues deductions submitted to ISD 196 by DCUE and agreed to by the employee.

5.2.2 **Amount:** The total amount of yearly dues and the amount to be deducted monthly shall be specified by information on the authorization card, which will be provided by DCUE.

5.2.3 **Deductions:** ISD 196 shall deduct one-seventeenth (1/17) of such dues from each regular salary check of the teacher beginning in October and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be prorated to complete payments in June. ISD 196 shall remit to the teacher organization within a reasonable time, the total amount deducted, accompanied by a list of those for whom deductions were made.

5.2.4 **Continuation:** When a bargaining unit member has so authorized a dues deduction, such authorization shall only be cancelled annually by ISD 196 upon receiving the employee's termination of the authorization in writing from DCUE no later than October 1 of each year.

5.2.5 **Hold Harmless:** DCUE shall indemnify and hold harmless ISD 196 for the deductions made under this authorization.

5.3 Use of Facilities

5.3.1 **School Buildings:** DCUE shall have the right to use school buildings before or after school hours for meetings, scheduling such use with the principal of the school, provided that this shall not interfere with or interrupt school operations. Expenses incident to the meeting shall be borne by DCUE whenever the use of such facilities results in an additional cost to ISD 196.

5.3.2 **Discussion:** Duty authorized representatives of DCUE shall be permitted to discuss matters pertaining to DCUE business with ISD 196 personnel on campus at all reasonable times at the discretion of the principal, provided that this shall not interfere with or interrupt normal operations.

5.3.3 **Other:** DCUE shall have the right to place appropriately identified notices and other material on designated school bulletin boards, through ISD 196 voice mail and e-mail systems, and in teachers' mailboxes.

5.4 Personnel Files

All evaluations and files generated within ISD 196 relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request.

5.4.1 **Copying and Responding:** The teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein, provided, however, ISD 196 may destroy such files as provided by law.

5.4.2 **Grievances:** Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher.

5.5 DCUE Business

5.5.1 **Release Days:** A maximum of fifty (50) days per school year may be used by DCUE to conduct DCUE business, but shall not be used for negotiation, mediation or arbitration of any kind or anything related thereto. Such days shall be without loss of salary. ISD 196 shall bill DCUE for the cost of the substitutes. If DCUE uses more than fifty (50) days, ISD 196 will bill DCUE for the teacher's daily rate of pay.

5.5.2 **Written Notification:** Written notification for the use of DCUE leave must be made in writing by the DCUE President to the Superintendent at least three calendar days in advance indicating the following: the teacher designated to be released from duty, the date of release, the reason for the release, and the location where the teacher may be reached.

5.5.3 **DCUE President Release Time:** The DCUE President shall be released full-time from his/her teaching duties without loss of pay, benefits or seniority in order to conduct duties as President. The amount in the MA lane, step G, of the Teacher Annual Salary Schedule shall be costed into the contract settlement for the costs associated with the release time each year. DCUE shall reimburse ISD 196 for any remaining costs. DCUE agrees to notify ISD 196 by June 1 of each year as to who this individual will be for the following year.

5.6 Appointments

DCUE shall have the sole discretion to appoint its representatives to any ISD 196 Committees established concerning terms and conditions of employment as defined by PELRA (i.e. insurance committee and calendar committee).

5.7 AFT COPE

5.7.1 **Authorization:** Upon receipt of a properly executed authorization card of the member involved, ISD 196 will deduct from the member's paycheck the amount the member has agreed to contribute to AFT COPE (Committee on Political Education). ISD 196 is responsible to transmit contributions, along with a roster of contributions, on a monthly basis to the AFT.

5.7.2 **Hold Harmless:** DCUE shall indemnify and hold harmless ISD 196 for the deductions made under this authorization.

5.8 Access to Membership Information

5.8.1 **Process:** ISD 196 shall upon request provide member information to DCUE as permitted by M.S. 13.43.

**SECTION 6 –
BASIC SCHEDULES AND RATES OF PAY**

6.1 Teacher Licensure and Highly Qualified Status

In order to retain employment, teachers are required to maintain the license(s) in the area(s) in which they are currently teaching and the license(s) with which they were initially hired unless their assignment has not necessitated the license(s) for three (3) previous years. Teachers must also retain the license(s) in the area(s) that is/are necessary to maintain their highly qualified status for areas in which they are currently teaching or have taught during the three (3) previous years.

6.2 Basic Compensation

6.2.1 **2019-2020 Teachers’ Rates of Pay:** The wages and salaries reflected in Schedule A, attached hereto, shall be effective for the 2019-2020 school year and teachers shall advance one increment on the salary schedule, subject to the provisions of Section 6.6.

6.2.2 **2020-2021 Teachers’ Rates of Pay:** The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2020-2021 school year and teachers shall advance one increment on the salary schedule, subject to the provisions of Section 6.6.

6.2.3 **2019-2020 Nurses’ Rates of Pay:** The wages and salaries reflected in Schedule C, attached hereto, shall be effective for the 2019-2020 school year and nurses shall advance one increment on the salary schedule, subject to the provisions of Section 6.6.

6.2.4 **2020-2021 Nurses’ Rates of Pay:** The wages and salaries reflected in Schedule D, attached hereto, shall be effective only for the 2020-2021 school year and nurses shall advance one increment on the salary schedule, subject to the provisions of Section 6.6.

6.2.5 **Advancement:** Teachers and nurses shall not advance on the salary schedule until a new agreement is made pursuant to PELRA of 1971, as amended, as provided in Section 18.

6.2.6 **Longevity Pay:** Active full-time (1.0 FTE) teachers who are compensated under Schedule A or B shall be eligible for longevity pay in addition to annual salary, according to the schedule in this Section. A part-time teacher who meets these criteria shall be eligible for prorated longevity pay.

Effective July 1, 2019:	
Longevity Eligibility Criteria	Longevity Pay for Full-Time Teacher
Seniority date between 7-2-97 and 7-1-04 and at or above the MA/BA+54 salary lane*	\$2,772
Seniority date on or before 7-1-97 and at or below the BA+30 salary lane*	\$4,853
Seniority date on or before 7-1-97 and at or above the MA/BA+54 salary lane*	\$8,318
<i>*Salary lane in accordance with Sections 6.4, 6.5 and 6.7</i>	

Effective July 1, 2020:	
Longevity Eligibility Criteria	Longevity Pay for Full-Time Teacher
Seniority date between 7-2-98 and 7-1-05 and at or above the MA/BA+54 salary lane*	\$2,843
Seniority date on or before 7-1-98 and at or below the BA+30 salary lane*	\$4,976
Seniority date on or before 7-1-98 and at or above the MA/BA+54 salary lane*	\$8,530
<i>*Salary lane in accordance with Sections 6.4, 6.5 and 6.7</i>	

Teachers hired on or after 7-1-09 will receive credit for prior full years of service with ISD 196 (a full year of service is defined as the total teacher duty year) included in their total years of service with ISD 196 if the following criteria is met:

- A. The teacher was previously tenured in ISD 196;
- B. The teacher resigned from ISD 196;
- C. The teacher disclosed prior service at the time of rehire. ISD 196 will issue an adjusted seniority date only to be used for longevity purposes.

6.2.7 **National Board Certification:** A full-time (1.0 FTE) teacher who obtains a national board certification which meets all criteria below shall be paid a stipend of \$1,000 per year and a part-time teacher who obtains such certification shall be paid a prorated portion of \$1,000 based on the percentage of a full-time work schedule for which such part-time teacher is employed. If a teacher's national board certification terminates for any reason, this stipend will no longer be payable. The national board certification criteria are as follows:

- A. The national certifying board must be non-partisan to applicant group or individual.
- B. Certification must be beyond entry-level. Application eligibility must include language that stipulates that applicants must possess at least a baccalaureate degree and at least three (3) years of work experience in the field of certification.
- C. Certification process must be non-graduate credit earning and not eligible for salary schedule lane advancement.

6.2.8 **Speech Pathologists' Certificate of Clinical Competence (CCC):** A full-time (1.0 FTE) speech pathologist who obtains a CCC shall be paid a stipend of \$550 per year and a part-time speech pathologist who obtains such certification shall be paid a prorated portion of \$550 based on the percentage of a full-time work schedule for which such part-time speech pathologist is employed. If a speech pathologist's CCC terminates for any reason, this stipend will no longer be payable.

6.3 Status of Salary Schedule

The salary schedules are not part of a teacher's continuing contract.

6.4 Initial Placement on Salary Schedule

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

6.4.1 **Grade and Credits:** Only graduate credits earned subsequent to earning a teaching license shall be applied toward placement on the salary schedule, except as noted below. All credits must carry a passing grade and be earned by the teacher completing courses related to his/her teaching field or as part of a definite career plan in the field of education. ISD 196 graduate credit as provided in Section 6.4.3 may also apply.

A teacher's initial lane placement to the MA lane will be based on the following parameters:

Master's degrees meeting the requirements of this Section that require 60 quarter credits or less shall be placed at the MA lane.

For Master's degrees meeting the requirements of this Section that require more than 60 quarter credits, the additional credits in excess of the required 60 quarter credits shall be eligible to be applied to the MA lane and lanes beyond the MA lane.

Credits taken prior to the Master's degree that are not required as part of the Master's degree cannot be eligible to lanes beyond the MA lane.

Effective for teachers hired on or after July 1, 2016, a Master's degree in a field related to the teaching assignment and graduate credits required as part of the initial licensure program and earned after a Master's degree shall be applied toward initial placement on the salary schedule.

Effective July 1, 2020, teachers hired for the 2020-2021 school year and subsequent school years, Section 6.4.1 will be replaced with the following:

Grade and Credits: To be considered for an initial lane placement above the Bachelor's lane, all credits earned must

- be graduate credits,
- carry a passing grade,
- be earned by the teacher following the completion of their initial Bachelor's degree and
- be related to the teacher's teaching field, part of an initial licensure program or part of a definite career plan in the field of education.

In addition, a teacher's initial lane placement to the MA lane will be based on the following parameters:

- Master's degrees meeting the requirements of this Section that require 60 quarter credits or less shall be placed at the MA lane.
- For Master's degrees meeting the requirements of this Section that require more than 60 quarter credits, the additional credits in excess of the required 60 quarter credits shall be eligible to be applied to the MA lane and lanes beyond the MA lane.

A teacher's initial lane placement to the Education Specialist's lane requires completion of an Education Specialist's Degree from an accredited teacher-training institution.

The initial lane placement for a school psychologist who holds a standard, unrestricted, non-provisional Minnesota School Psychologist license will be the MA+60/Specialist/Psychologist salary lane.

The initial lane placement for a physical therapist will be subject to the salary placement language listed in Section 6.4.1.

Application of these provisions is at the discretion of ISD 196.

- 6.4.2 **Official Transcripts:** Each new teacher shall submit an official transcript of his/her college credits (undergraduate and graduate inclusive).

ISD 196 may, at its discretion, request that transcripts from institutions in foreign countries be evaluated by a transcript evaluation service. The coursework and the evaluation service are subject to ISD 196's approval. All costs for this evaluation will be paid by the teacher.

- 6.4.3 **ISD 196 Graduate Credits:** Teachers who satisfactorily complete ISD 196-sponsored courses approved by the Superintendent, designed and presented in collaboration by ISD 196 with an accredited college or university and for which the college or university will grant graduate credit shall be eligible for credit on the salary schedule, subject to the provisions of Sections 6.4 and 6.7. No official transcript verifying credit by the college shall be required.

ISD 196 may also grant credit for salary schedule advancement for classes, workshops or certifications that ISD 196 has developed or approved in advance. These professional development activities will be assigned a graduate credit equivalent to be applied for salary schedule advancement. All decisions related to the assignment of the graduate credit shall be at the sole discretion of ISD 196.

- 6.4.4 **Germane:** A teacher shall be paid on the BS/BA+15 lane or higher if the credits earned are germane to the teacher's field or are part of a definite career plan in the field of education as approved in writing by Human Resources.
- 6.4.5 **New Teacher Workshop:** New teachers who attend the New Teacher Workshop days shall receive one and one-half (1.5) quarter ISD 196 graduate credits.
- 6.4.6 **Step Placement:** A new teacher to ISD 196 may be placed on a step of the salary schedule at the discretion of ISD 196.

6.5 Training Level Qualifications

For teachers hired prior to the 2020-2021 school year, training beyond high school graduation will be interpreted as follows:

- 6.5.1 **Bachelor's Degree:** Requires the completion of a four-year course qualifying one to teach from an accredited teacher-training institution, with the obtaining of a B.A., B.S., B.E., or a degree of equal value.
- 6.5.2 **Bachelor's Degree Plus 15 Credits:** Requires 15 quarter hour credits from an accredited teacher-training institution, after obtaining a Bachelor's Degree qualifying one to teach.
- 6.5.3 **Bachelor's Degree Plus 30 Credits:** Requires 30 quarter hours credit from an accredited teacher-training institution after obtaining a Bachelor's Degree qualifying one to teach.
- 6.5.4 **Master's or Bachelor's Degree Plus 54 Credits:** Requires completion of graduate work from an accredited teacher-training institution with the obtaining of a degree of M.A., M.S., or M.E.D, or a degree of equal value. A teacher earning 54 quarter hours after obtaining a Bachelor's Degree will be compensated on the Master's Degree salary lane.
- 6.5.5 **Master's Degree Plus 15 Credits:** Requires 15 quarter hour credits from an accredited teacher-training institution after obtaining a Master's Degree unless additional quarter hour credits are part of the Master's program per Section 6.4.1.
- 6.5.6 **Master's Degree Plus 30 Credits:** Requires 30 quarter hour credits from an accredited teacher-training institution after obtaining a Master's Degree unless additional quarter hour credits are part of the Master's program per Section 6.4.1.
- 6.5.7 **Education Specialist's or Master's Degree Plus 60 Credits:** Requires completion of an Education Specialist's Degree from an accredited teacher-training institution or 60 quarter hour credits from an accredited teacher-training institution after obtaining a Master's Degree unless additional quarter hour credits are part of the Master's program per Section 6.4.1.
- 6.5.8 **Psychologist:** A school psychologist who holds a standard, unrestricted, non-provisional Minnesota School Psychologist license will be paid on the MA+60/Specialist/Psychologist salary lane.
- 6.5.9 **Physical Therapist:** A physical therapist who holds a license granted under the licensure provisions that require the equivalent of MA+60 will be paid on the MA+60/Specialist/Psychologist salary lane. All physical therapists hired on or after July 1, 2009, will be subject to the salary placement language listed in Section 6.4.1

6.6 Step Advancement

- 6.6.1 **Qualification:** All teachers, including long-term substitute teachers, shall receive a step advancement if employed the following year without a Break in Service.
For the 2019-2020 and 2020-2021 school years, step advancement will be based on the Q-Comp LOU found in the Letter of Understanding section of this working agreement.
- 6.6.2 **Limitations:** Teachers compensated in the BS-BA, BS-BA+15 and BS-BA+30 salary lanes will continue to accumulate experience credit, even though the salary that is payable may be fixed at a different step.

6.7 Movement on Salary Schedule

The following rules shall be applicable in determining movement on the salary schedule:

- 6.7.1 **Grades and Credits for Teachers Hired Prior to the 2020-2021 School Year:** Only graduate credits shall be applied toward advancement on the salary schedule, except as noted below. All credits must carry a passing grade and be earned by the teacher completing courses related to his/her teaching field or as part of a definite career plan in the field of education. Undergraduate credits may be used toward advancement on the salary schedule upon the prior approval of the Superintendent or designee, whose decision shall be final and binding. ISD 196 graduate credit as provided in Section 6.7.3 may also apply.

A teacher's application for lane change to MA lane will be based on the following parameters:

Master's degrees meeting the requirements of this Section that require 60 quarter credits or less shall be placed at the MA lane.

For Master's degrees meeting the requirements of this Section that require more than 60 quarter credits, the additional credits in excess of the required 60 quarter credits shall be eligible to be applied to the MA lane and lanes beyond the MA lane.

Credits taken prior to the Master's degree that are not required as part of the Master's degree cannot be eligible to lanes beyond the MA lane.

Grades and Credits for Teachers Hired for the 2020-2021 School Year and Subsequent School Years: Only graduate credits shall be applied toward advancement on the salary schedule, except as noted below. All credits must carry a passing grade and be earned by the teacher completing courses related to the teacher's teaching field, part of an initial licensure program or part of a definite career plan in the field of education. Undergraduate credits may be used toward advancement on the salary schedule upon the prior approval of the Superintendent or designee, whose decision shall be final and binding. ISD 196 graduate credit as provided in Section 6.7.3 may also apply.

A teacher's application for lane change to MA lane will be based on the following parameters:

Master's degrees meeting the requirements of this Section that require 60 quarter credits or less shall be placed at the MA lane.

For Master's degrees meeting the requirements of this Section that require more than 60 quarter credits, the additional credits in excess of the required 60 quarter credits shall be eligible to be applied to the MA lane and lanes beyond the MA lane.

6.7.2 **Transcript Evaluation Services:** ISD 196 may, at its discretion, request that transcripts from institutions in foreign countries be evaluated by a transcript evaluation service. The coursework and the evaluation service are subject to ISD 196's approval. All costs for this evaluation will be paid by the teacher.

6.7.3 **ISD 196 Graduate Credits:** Teachers who satisfactorily complete ISD 196-sponsored courses approved by the Superintendent, designed and presented in collaboration by ISD 196 with an accredited college or university and for which the college or university will grant graduate credit shall be eligible for credit on the salary schedule, subject to the provisions of Section 6.7. No official transcript verifying credit by the college shall be required.

ISD 196 may also grant credit for salary schedule advancement for classes, workshops or certifications that ISD 196 has developed or approved in advance. These professional development activities will be assigned a graduate credit equivalent to be applied for salary schedule advancement. All decisions related to the assignment of the graduate credit shall be at the sole discretion of ISD 196.

6.7.4 **Approval:** All credits used for lane changes must be approved in writing by Human Resources. Written prior approval is strongly recommended before starting the course.

The following criteria will be used for the approval process and for application for a lane change:

- A. Credits must be taken from an accredited college or university that offers an undergraduate education degree or initial licensure program.
- B. Credits must be earned subsequent to the earning of the degree that qualifies the individual to teach.
- C. Credits must be eligible to apply to a graduate program at that institution. Courses that are not part of a graduate degree program may be used toward advancement on the salary schedule upon the approval of the Superintendent or designee, whose decision shall be final and binding.
- D. From September through May, no more than nine (9) quarter credits or nine (9) semester credits will be approved and accepted per university quarter or semester. During summer semesters or quarter, no more than a total of twenty (20) semester credits or thirty (30) quarter credits will be approved. Credits earned in excess of these amounts will not be carried over for future lane changes.
- E. No more than one lane increase per application period will be approved and accepted.
- F. One semester credit is equal to one and one-half (1½) quarter credits.

- G. No more than nine (9) semester graduate credits will be approved and accepted in an individual’s career from the following programs/institutions beyond those included in an approved and completed Master’s program:
 - Learner’s Edge
 - Larry Siedow and Siedow Teacher Education
- H. Exceptions to A – G may be made by Human Resources and the decisions made are final and binding.

- 6.7.5 **Germane:** A teacher shall be paid on the BS/BA+15 lane or higher if the credits earned are germane to the teacher’s teaching field or part of a definite career plan in the field of education as approved in writing by Human Resources.
- 6.7.6 **New Teacher Workshop:** New teachers who attend the New Teacher Workshop days shall receive one and one-half (1.5) quarter ISD 196 graduate credits.
- 6.7.7 **Application Process and Effective Date of Lane Change:** Lane changes shall be processed when the lane change application form, course approval forms and official transcripts are submitted. The teacher’s placement on the salary schedule will be modified to reflect qualified lane changes according to the following schedule, provided that all necessary documents are received in the Human Resources office no later than the application deadlines below:

Lane Change Application Form, Course Approval Forms and Official Transcript(s) Received and Date Stamped in the Human Resources Office By	Prorated Lane Change
September 30	100%
January 31	50%

Credits to apply to a lane change must be approved based on Section 6.7.4.

6.8 Additional Assignments

Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract, unless expressly provided as such in the individual contract.

6.9 Co-curricular Compensation

The wages and salaries reflected in Schedule E, attached hereto, shall be effective only for the 2019-2021 school years.

6.10 Assignment of Co-curricular Duties

- 6.10.1 **ISD 196 Right of Assignment:** ISD 196 may assign the teacher to co-curricular assignments subject to established compensation for such services, which exceed the teaching or non-teaching services prescribed in the individual contract. ISD 196 may make any additions or amendments to these assignments during the term of the school year as shall be necessary to relieve emergency conditions.
- 6.10.2 **Equitable Basis:** ISD 196 may assign any teacher to non-teaching or co-curricular duties on an equitable basis when the needs of ISD 196 so require.
- 6.10.3 **Teachers Right to Duties:** An attempt will be made to assign all co-curricular activities and non-teaching services to a qualified teacher by mutual consent between ISD 196 and the teacher whenever possible.

6.11 Pay for Extended Service

Regular contracted assignments, which are extended beyond the regular school year, shall be paid a prorated salary.

**SECTION 7 –
GROUP INSURANCE**

7.1 Health and Hospitalization Insurance

- 7.1.1 **Single Coverage:** ISD 196 shall contribute up to the sum of \$663.00 per month toward the premium for individual coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2020, ISD 196 shall contribute a sum not to exceed \$676.00 per month. The teacher shall pay through payroll deduction any additional cost of the premium.
- 7.1.2 **Employee Plus One Dependent Coverage:** ISD 196 shall contribute up to the sum of \$1,339.00 per month toward the premium for employee plus one dependent coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2020, ISD 196 shall contribute a sum not to exceed \$1,366.00 per month. The teacher shall pay through payroll deduction any additional cost of the premium.
- 7.1.3 **Family Coverage:** ISD 196 shall contribute up to the sum of \$1,591.00 per month toward the premium for family coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in ISD 196 group health and hospitalization plan. Effective July 1, 2020, ISD 196 shall contribute a sum not to exceed \$1,623.00 per month. The teacher shall pay through payroll deduction any additional cost of the premium.
- 7.1.4 **Spousal Coverage:** ISD 196 shall contribute up to the equivalent of the full family premium (not to exceed two times the ISD 196 contribution for family coverage as listed in Section 7.1.3 above) toward the premium for one family coverage for two teachers employed by ISD 196 with one or more dependents (other than spouse) who qualify for and are enrolled in ISD 196 group health and hospitalization plan.
- If one or both of the teachers eligible for spousal coverage are in a job share, ISD 196 shall contribute 50% of the ISD 196 contribution for family coverage for each job share teacher toward the premium for one family coverage.
- 7.1.4 **HRA/VEBA:** For active teachers participating in the high deductible health plan option, ISD 196 shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (individual, employee plus one dependent or employee plus dependents, whichever the employee is enrolled in) for the high deductible plan, and the ISD 196 contribution toward insurance as provided in Section 7.1.1, 7.1.2, 7.1.3 or 7.1.4. This provision shall be in effect so long as ISD 196 offers a high deductible plan and the contributions listed in Section 7 exceed the cost of the high deductible plan premium by at least \$10 per month.

7.2 Term Life Insurance

ISD 196 will contribute the full premium for \$50,000 of term life insurance coverage for each full-time teacher employed by ISD 196 who qualifies for and is enrolled in the ISD 196 group term life insurance plan. Any teacher shall have the option of purchasing additional units of life insurance with the added premium cost to be paid by the teacher through payroll deduction.

7.3 Long-Term Disability Insurance

ISD 196 will make available a long-term disability insurance plan providing income to the extent of 66 2/3% of salary commencing after 90 consecutive calendar days of disability due to sickness or accident. Benefits to disabled teachers will be determined and paid as described in the long-term disability policy. All new teachers eligible for long-term disability plan shall be enrolled in and shall pay the full premium for this coverage by payroll deduction.

7.4 Dental Reimbursement Fund

For each teacher who meets the eligibility criteria set forth in Section 7.5, ISD 196 will make a payment of \$76.88 per month to DCUE for the provision of a dental care plan for its members. Effective July 1, 2020, ISD 196 will make a payment of \$79.96 per month to DCUE for the provision of a dental care plan for its members. The establishment and administration of DCUE Dental Reimbursement Fund shall be the

responsibility of DCUE. It is understood that ISD 196's only involvement and obligation is to pay such amounts to DCUE as agreed herein and any questions or claims about the dental care funds and plan are to be determined between the participant and DCUE and not referred to ISD 196. DCUE hereby warrants and covenants that it will defend, indemnify and hold ISD 196 harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of DCUE Dental Reimbursement Fund or ISD 196's contributions thereto as provided herein.

7.5 Eligibility

Teachers on at least .75 FTE contract for more than four (4) consecutive months shall qualify for ISD 196 contributions toward insurance coverage, except job share teachers shall receive the ISD 196 contribution defined in Section 15.

Teachers on at least a .75 FTE contract for twenty (20) or more consecutive days, who are on leave from another position in the School District and are enrolled on the district insurance plan(s) at the time of accepting this teaching position, shall qualify for ISD 196 contributions toward insurance coverage.

7.6 Selection

ISD 196 shall make the selection of the insurance carrier and policy.

7.7 Duration of Insurance Contribution

Teachers are eligible for ISD 196 contributions as provided in Section 7 while employed by and on paid status of ISD 196.

7.7.1 **Workers' Compensation Status:** Teachers receiving workers' compensation disability income benefits resulting from injury or illness incurred as employees of ISD 196 shall be considered on paid status for purposes of Section 7.

7.7.2 **Termination:** Upon termination of employment, all ISD 196 contributions shall cease effective on the last day of the month, except as noted in Sections 7.7.3 and 7.7.4.

7.7.3 **Regular Contract Teachers:** Regular contract teachers working on a traditional school calendar who leave employment of ISD 196 at the end of the school year shall be eligible for continued ISD 196 contributions for July and August, provided they pay their portion for such coverage and they qualify for and are enrolled in ISD 196 group insurance.

Regular contract teachers working on a stretch school calendar who leave employment of ISD 196 at the end of their school year shall be eligible for continued ISD 196 contributions through June, provided they pay their portion for such coverage and they qualify for and are enrolled in ISD 196 group insurance.

7.7.4 **Long-Term Substitute Teachers:** Long-term substitute teachers shall be eligible for continued ISD 196 contributions for July and August, provided they pay their portion for such coverage and they meet the following criteria:

- A. Employed on a long-term substitute contract through the end of the school year,
- B. Qualify for and enrolled in ISD 196 group insurance at the end of the school year,
- C. Rehired for the subsequent school year in a position that qualifies for ISD 196 group insurance, and
- D. Sign a teaching contract for the subsequent year on or before the first student contact day, or thereafter at the discretion of the Director of Human Resources.

7.8 Claims against ISD 196

ISD 196's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against ISD 196 as a result of a denial of insurance benefits by an insurance carrier.

**SECTION 8 –
LEAVES OF ABSENCE**

8.1 Sick Leave

8.1.1 **Calculation:** All teachers shall earn sick leave based on the number of duty hours up to a maximum of 96 hours for a teacher working 8 hours per day for 185 days. Teachers working less than 8 hours a day and/or less than 185 days will earn sick leave based on the following formula:

Sick leave hours = # of hours on paid status in one school year multiplied by 0.0649

(A full-time teacher works 1480 hours per school year and earns 96 hours of sick leave. $96/1480 = 0.0649$ hours of sick leave earned per hour worked.)

The following table will provide clarification of the above formula:

Full-Time Equivalent (FTE)	Hours Worked in a School Year	Hours of Sick Leave
1.0	1,480	96.0
0.9	1,332	86.4
0.8	1,184	76.8
0.75	1,110	72.0
0.7	1,036	67.2
0.6	888	57.6
0.5	740	48.0
0.4	592	38.4
0.3	444	28.8
0.2	296	19.2

EXAMPLE: Employee A and Employee B both work 888 hours (.6 FTE) and earn 57.6 sick leave hours. Employee A works 4 hours 50 minutes a day. Employee B works 8 hours a day for three days a week. After Employee A uses a sick leave day, 4 hours and 50 minutes (or 4.83 hours) will be taken from her/his accumulated sick leave. After Employee B uses a sick leave day, 8 hours will be taken from her/his accumulated sick leave.

All teachers shall be given a credit of sick leave at the beginning of each school year equal to the amount they are expected to earn during the school year. No teacher shall earn sick leave while on unpaid status.

8.1.2 **Maximum Carryover:** Sick leave hours may accumulate to a maximum credit of 1,600 hours of sick leave per teacher. (1,600 is the combination of 1,504 hours carryover plus 96 hours accumulation for the current year.) The maximum carryover at the beginning of the following school year shall not exceed 1,504 hours.

8.1.3 **Requirements for Accumulation:** A teacher with a Break in Service will not carry over unused accumulated sick leave hours.

8.1.4 **Qualifications for Use of Sick Leave:**

- A. Sick leave with pay shall be allowed by ISD 196 whenever a teacher's absence is found to have been due to illness of the teacher or teacher's child which prevented the teacher's attendance at school and performance of duties on that day or days.
- B. For teachers who work 1,480 hours per year (or 1.0 FTE), up to 40 hours per occurrence may be charged to sick leave for absences due to the serious illness of the teacher's: brother, sister,

grandparent, grandchild, parent of the teacher's spouse, all in-laws of the same degree, and legal conservatee (with legal documentation).

For teachers who work less than 1,480 hours per year (less than 1.0 FTE), up to their FTE multiplied by 40 hours per occurrence may be charged to sick leave for absences due to the serious illness of the teacher's relatives listed above.

- C. For teachers who work 1,480 hours per year (or 1.0), up to 56 hours per occurrence may be charged to sick leave for the serious illness of the teacher's spouse or parent.

For teachers who work less than 1,480 hours per year (less than 1.0 FTE), up to their FTE multiplied by 56 hours per occurrence may be charged to sick leave for the serious illness of the teacher's spouse or parent.

- D. Teachers who have been employed by ISD 196 for at least twelve (12) months prior to the leave and who worked at least one half of the full time equivalent during those twelve (12) months may use up to 160 hours of sick leave in any twelve (12) month period for the illness or injury of the teacher's adult child (including stepchild, biological, adopted, and foster child), spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary. This provision is not intended to increase or decrease the amount of time provided for in A through D above except as otherwise required by law. This provision shall be in effect only as required by MN Statute 181.9413.

- E. The minimum number of hours for which all teachers may use sick leave in a given day is as follows:

Scheduled Work Hours	Allowable Sick Leave Hours
8 hours or more	4, 8, or up to their scheduled work hours
4, up to 8 hours	4, or up to their scheduled work hours
Less than 4 hours	Their scheduled work hours

- F. Teachers may use one day of sick leave for religious observance that meets the requirements listed below.

- For religious observance of a sacred holiday as specified by the religion
- The religious observance where work is prohibited by the religion
- Such observance cannot take place outside of the normal work day
- A written request, including the details about the holiday, must be submitted to the Director of Human Resources at least ten (10) work days prior to the religious observance

- 8.1.5 **Requirement to provide Evidence of Illness:** ISD 196 may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.
- 8.1.6 **Notification to provide Evidence of Illness:** In the event that a medical certificate will be required, the teacher will be so advised by the principal in writing upon return.
- 8.1.7 **Request for Sick Leave:** Sick leave pay shall be approved upon completion of a request submitted to the on line absence/substitute system.
- 8.1.8 **Separation from Employment:** In the event of resignation, termination or discharge of a teacher to whom sick leave has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess.
- 8.1.9 **Sick Leave during Sabbatical or Unpaid Leave:** Sick leave will not apply nor may it be earned or accumulated during sabbatical leave or a leave of absence without pay, except for unpaid FMLA Leave and Section 8.9 - Short-Term Leave of Absence without Pay.
- 8.1.10 **Sick Leave may Supplement Worker's Compensation:** ISD 196 shall pay the teacher the difference between his/her regular salary and the salary and benefits received under the Minnesota Worker's Compensation Act for the duration of such absence, and such payments shall be deducted from sick leave.

- 8.1.11 **Sick Leave may Supplement LTD Benefits:** ISD 196 may pay the teacher upon the teacher's request the difference between his/her regular salary and the salary and benefits received under the long term disability policy, such payments to be deducted from sick leave and limited to the number of hours accumulated.

8.2 Sick Leave Bank

- 8.2.1 **Purpose:** The purpose of the Sick Leave Bank is to provide additional sick leave to those teachers who have exhausted their sick leave and have a catastrophic accident, illness or serious recurring illness necessitating an extended absence. Verification by the attending physician will be provided in writing.
- 8.2.2 **Qualifications:** To qualify as a catastrophic accident or illness for the purposes of this Sick Leave Bank provision, the teacher must have exhausted their personal sick leave accrual and had:
- A. An accident with major injury causing absence by the teacher over an extended period of time and is substantiated in writing, or
 - B. A serious illness/accident causing absence by the teacher over an extended period of time and is substantiated in writing, or
 - C. A serious and recurring illness causing periodic absence over an extended period of time and substantiated in writing.
- Sick Leave Bank will not be available for any treatment and/or surgery that is considered elective in nature as determined by a qualified physician.
- Except for FMLA or medical leave, teachers on leave are not eligible to access the Sick Leave Bank.

A teacher who is collecting benefits from long term disability or workers compensation will not be eligible to access the Sick Leave Bank.

- 8.2.3 **Membership:** A teacher's participation in the Sick Leave Bank will be determined as follows:
- A. Teachers shall be offered the opportunity to join the Sick Leave Bank on an annual basis by contributing one day of emergency/personal leave. Teachers on leave, who are members of the bank, will be allowed to rejoin the Sick Leave Bank upon their return. If, during the leave, the Sick Leave Bank has required a contribution from all members, the teacher returning from the leave must contribute one day of emergency/personal leave to remain a member of the plan.
 - B. In order to become members, teachers shall donate one (1) emergency/personal leave day the first year to the Sick Leave Bank in order to establish a minimum of one thousand two hundred (1,200) hours. Should the number of hours in the Sick Leave Bank after the fall open enrollment period be less than thousand two hundred (1,200) each member from the previous year must donate one (1) emergency/personal leave day for the current school year in order to remain a member of the Sick Leave Bank.
 - C. At the end of any school year, a teacher shall be allowed to join or donate any additional unused emergency/personal leave days to the Sick Leave Bank.
 - D. Each fall, the committee will review the Sick Leave Balance. If, after the open enrollment period has passed and current members have been asked to donate, the Sick Leave Bank balance is under eight hundred (800) hours, the plan is dissolved. The current year donations are returned in full. The remaining sick leave balance is distributed proportionately to the previous years' members (current participants) and paid as unused emergency/personal leave days.
 - E. Teachers who choose not to participate in the Sick Leave Bank will not be eligible to use hours from the bank.
 - F. Eligible teachers returning from a leave of absence may join the Sick Leave Bank within 30 days of hire/return. In subsequent years, open enrollment period will be during August/September and May/June each school year.

G. Teachers who become members of the Sick Leave Bank and who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.

8.2.4 **Administration:** The Sick Leave Bank will be administered by DCUE based on the following:

- A. A member must apply for benefits under the Sick Leave Bank by completing the necessary application form. Forms are available on the DCUE website.
- B. Five representatives of DCUE will review applications and make decisions regarding eligibility for use of the Sick Leave Bank. The DCUE president will ask for volunteers and appoint members to this committee. This committee will maintain the bank by granting hours to eligible members and monitoring the accumulated hours in the bank.
- C. Eligibility decisions for use of the Sick Leave Bank are not subject to grievance procedures.

8.3 Medical Leave

8.3.1 **Medical Leave of Absence:** A teacher who is unable to teach because of personal illness or disability may, upon request, be granted a medical leave of absence without pay for the duration of said illness/disability or the remainder of that school year, whichever comes first. Such leave shall run concurrently with FMLA leave if the teacher is eligible.

8.3.2 **Renewal of a Medical Leave of Absence:** In the event a medical leave of absence needs to be renewed for an additional school year, up to an additional year without pay may be granted annually, upon written request from the teacher and mutual agreement between the teacher and ISD 196. A teacher may only request to renew this leave four (4) times not to exceed five (5) consecutive years on a medical leave of absence. Such requests must be submitted to the Human Resources Department no later than the end of the work day on April 1 of each year. Requests submitted after April 1 may be considered on an individual basis. Requests shall be subject to ISD 196 approval, whose decision is final and binding.

A teacher who plans to return to work must notify the Human Resources Department by April 1 in the school year prior to their anticipated return. If the teacher fails to notify ISD 196 of their return, or failed to receive a renewal of the leave or exhausts the leave renewal options they may forfeit their right to return to work and may be terminated.

8.3.3 **Medical Statement:** a request for a medical leave of absence, or renewal thereof, shall be accompanied by a written medical statement from the teacher's attending physician outlining the personal illness or disability requiring a leave and estimated time of which the teacher is expected to be able to return to duty. A teacher must also submit a release to return to work from their attending physician prior to returning to duty.

8.3.4 **Reinstatement Rights:** Upon return to active teaching status, the teacher shall be reinstated to a position in his/her area of licensure. The Master Agreement shall remain in effect and the teacher shall retain the original seniority date of hire, salary and fringe benefits, which had accrued prior to taking the medical leave of absence.

8.4 Bereavement Leave

8.4.1 **Spouse, Child, or Parent:** ISD 196 shall grant a leave for the death of the teacher's spouse, child or parent. The first three (3) days per occurrence shall not be deducted from the teacher's accrued sick leave or emergency/personal leave. The remainder of the days taken shall be deducted from teacher's accrued sick leave or emergency/personal leave, or unpaid.

8.4.2 **Other Persons:** ISD 196 shall grant a leave for the death of all other persons not listed in Section 8.4.1. These days taken shall be deducted from teacher's accrued sick leave or emergency/personal leave, or unpaid.

8.5 Military Leave

Military leave shall be granted in accordance with Minnesota Statutes.

8.6 Family Leaves

8.6.1 **Childbirth Leave:**

- A. Commencing on the date of birth, ISD 196 shall grant teachers giving birth up to six (6) continuous calendar weeks or the numbers of weeks recommended by a physician. ISD 196

shall allow teachers to use any accrued paid sick and emergency/personal leave for this leave, the remainder of which shall be unpaid, as provided under the Family and Medical Leave Act (FMLA) (Section 8.6.4). Sick leave may not be used on non-duty days. Non-duty days, such as breaks, holidays, summer, and weekends count toward continuous calendar weeks. This leave may be extended under FMLA Leave and shall count toward a teacher's FMLA Leave allowance.

If a teacher requests an extension of this leave through the end of the school year, the request shall be automatically granted by ISD 196 as Family Care Leave, Section 8.6.3, on an unpaid basis.

B. The spouse of the individual giving birth may use any accrued paid sick leave based on Sections 8.1.4 C and 8.1.4 D and emergency/personal leave under Section 8.7, the remainder of which shall be unpaid, as provided under Section 8.6.4.

C. If a teacher requests an extension of this leave through the end of the school year, the request shall be automatically granted by ISD 196 as Family Care Leave, Section 8.6.3, on an unpaid basis.

8.6.2 **Adoption Leave:** ISD 196 shall grant each teacher up to twenty (20) duty days for the adoption of a child. Adoption leave may include, but is not limited to pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings. ISD 196 shall allow teachers to use any accrued paid sick and emergency/personal leave for this leave, the remainder of which shall be unpaid, except as provided under FMLA Leave (Section 8.6.4). This leave may be extended under FMLA Leave and shall count toward a teacher's FMLA Leave allowance.

If a teacher requests an extension of this leave through the end of the school year, the request shall be automatically granted by ISD 196 as Family Care Leave, Section 8.6.3, on an unpaid basis.

8.6.3 **Family Care Leave:** At its own discretion, ISD 196 may grant up to twelve (12) calendar months for unpaid family care. Non-duty days, such as breaks, holidays, summer, and weekends count toward calendar months. This leave shall be with no ISD 196 insurance contributions after a teacher's FMLA Leave allowance is exhausted.

A. **Eligibility:** Upon employment, all teachers shall be eligible for Family Care Leave.

B. **Reasons:** Family Care Leave shall be granted for any of the following reasons:

1. Extending Childbirth or Adoption Leave beyond FMLA Leave,
2. Illness of a child, spouse or parent, when all sick leave, emergency/personal leave, and FMLA Leave are exhausted, or
3. Leaves of a full year to care for a child.

C. **Status:** This leave shall be without pay or fringe benefits. In the event that the leave is for a full school year, no increment advancement shall be earned for the time on leave.

D. **Spouses:** Spouses who work for ISD 196 shall be allowed a combined total of twelve (12) months leave.

E. **Requests:** Requests shall be subject to ISD 196 approval, whose decision is final and binding.

F. **Extensions:** Extensions shall be considered on an individual basis.

G. **Insurance:** Teachers on leave shall be able to participate in group insurance programs, if eligible and permitted under the insurance policy provisions. They shall pay the entire premium for the programs that they wish to retain, commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, shall terminate if they do not return to ISD 196 pursuant to this Section, except as provided by law.

H. **Notice to Return:** Teachers on leave must notify ISD 196 in writing by either certified or regular mail, an email to the coordinator of Human Resources or in person to the Human Resources office on or before February 1, whether or not they plan to return from a Family Care Leave. Teachers who fail

to notify ISD 196 by February 1 of their intent to return the following school year may be subject to termination.

- 8.6.4 **FMLA Leave:** In accordance with the Family and Medical Leave Act (FMLA), eligible teachers are entitled to twelve (12) weeks of unpaid leave in a twelve (12) month period or twenty-six (26) weeks in a twelve-month period in the case of service member family leave. Non-duty days, such as breaks, holidays, summer, and weekends shall not count toward the twelve (12) weeks.
- A. **Eligibility:** Over the prior twelve (12) months, teachers must have worked for ISD 196 for at least 110 teacher duty days on a 0.75 FTE contract or greater.
- B. **Reasons:** FMLA Leave shall be granted for any of the following reasons:
1. The birth of a child and to care for the newborn child or the placement of a child with the teacher for adoption or foster care.
 2. To care for the teacher's seriously ill parent, spouse, or child.
 3. The teacher's own serious health condition that makes the teacher unable to work.
 4. Qualifying military exigency leave or service member family leave.
- C. **Substitution of Paid Leaves:** Teachers shall be able to substitute any paid emergency/personal leave days for any unpaid FMLA Leave days.
- D. **Connection to Other Leaves:** FMLA Leave may run at the same time and/or be supplemental to Childbirth, Adoption, or Family Care Leaves, as determined by ISD 196.
- E. **Spouses:** Spouses who work for ISD 196 shall be allowed a combined total of twelve (12) weeks unpaid FMLA Leave during any twelve (12) month period for the birth or adoption of a child, or to care for a seriously ill parent or twenty-six (26) weeks in a twelve-month period in the case of service member family leave. However, the combined limitation does not apply to FMLA Leave taken by one spouse in ISD 196 to care for the other spouse in ISD 196 who is seriously ill, to care for a child with a serious health condition, or to care for the spouse's own serious illness.
- F. **Health Benefits:** ISD 196's health, hospitalization, and dental reimbursement benefits and contributions shall be continued on the same conditions as when the teacher was not on FMLA Leave, subject to any changes in collective bargaining. ISD 196 and the teacher shall work out arrangements that accommodate both ISD 196 and the teacher who would not be receiving a paycheck during the leave period. ISD 196's contribution ceases when:
1. The teacher's portion of the premium payment is more than thirty (30) days late, or
 2. The teacher informs ISD 196 of his/her intent not to return to work.
- G. **Reinstatement:** At the conclusion of the FMLA Leave, teachers shall be guaranteed reinstatement to either the same or the equivalent position.
- 8.6.5 **Notification:** Teachers must give the Human Resources Department three (3) months advance notice in writing for leaves under this Section. In cases where teachers cannot provide three (3) months advance notice, notice must be given as soon as possible.
- 8.6.6 **Pay and Benefits:** Any increase in pay or change in benefits that are not dependent upon seniority or accrual during the leave period shall be made effective upon the teacher's return to work. A teacher who returns from a leave under this Section shall retain step placement on the salary schedule and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall receive an increment advancement per Section 6.6 and benefits derived from that advancement.
- 8.6.7 **Probation:** The applicable periods of probation for teachers are set forth in Minnesota Statutes. The year in which a leave under this Section is taken may or may not be counted in determining the completion of the probationary period.

- 8.6.8 **Reinstatement:** A teacher returning from leave under this Section shall be reemployed in a position for which the teacher is licensed, unless previously discharged or placed on unrequested leave.
- 8.6.9 **Failure to Return:** Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination in ISD 196.
- 8.6.10 **Periodic Reports:** ISD 196 may require periodic reports from a teacher on leave under this Section regarding the teacher's intent to return to work.
- 8.6.11 **Summer Months:** If the teacher receives ISD 196 contribution toward the group insurance premiums at the end of the school year and if the approved date for the teacher's return from leave is the beginning of the next school year, the teacher shall receive ISD 196 contribution toward the group insurance premiums for the months of July and August. However, the teacher must return at the beginning of that school year.

8.7 Emergency/Personal Leave

A request for an emergency/personal leave day for the following year may be submitted at the start of duty day on June 1st or the first work day following June 1st. Days are considered on a first come/first served basis.

NOTE: Maximum of three (3) days per year unless Section 8.7.8 is applicable.

- 8.7.1 **Contract Teachers:** Teachers who are contracted to work one hundred twenty (120) or more days shall be granted three (3) days per year subject to Section 8.7.3. Teachers who are contracted to work at least sixty (60) days and less than one hundred twenty (120) days shall be granted two (2) days per year subject to Section 8.7.3. Teachers who are contracted to work at least thirty (30) days and less than sixty (60) days shall be granted one (1) day per year subject to Section 8.7.3. If these days are not used at the end of the school year and the teacher is employed on the last duty day of the school year, the teacher will have the following options:
- A. Carryover one (1) day to be used as the first emergency/personal leave day taken during the next school year; or
 - B. Donate day(s) to the sick leave bank; or
 - C. Be paid for each day (to a maximum of three (3)) an amount equal to ISD 196's current daily substitute teacher pay rate.
- 8.7.2 **Provision for Continuing Contract (Non-Probationary) Teachers hired prior to July 1, 2017:** Continuing contract (non-probationary) teachers hired prior to July 1, 2017, who have worked at least sixty (60) days during each of the three (3) previous years will receive three (3) days of emergency/personal leave days.
- 8.7.3 **Ineligible Days:** Emergency/personal leave days may be used without stating a reason, except as follows:
- A. During the first ten (10) student contact days.
 - B. Mondays and Fridays during the last twenty-five (25) student contact days of the school year.
 - C. The Tuesday following Memorial Day.
 - D. The last two (2) student contact days.
 - E. All non-student contact days.
- Exceptions to the days listed above shall be made for reasons outlined in Section 8.7.4.
- 8.7.4 **Allowable Reasons:** Teachers shall be granted emergency/personal leave for the following reasons:
- A. Property closing.
 - B. Court appearances when a party to a court proceeding or witness in a court proceeding, except against ISD 196.
 - C. Emergency causing serious physical damage to property.
 - D. Bereavement Leave (Section 8.4).

- E. Religious observance as required by the teacher’s religious conviction provided such requirement cannot be taken care of while school is not in session.
- F. Attendance at wedding.
- G. Attendance at graduation of teacher’s son, daughter, brother, sister, parent, spouse or self.
- H. All leaves under Family Leaves (Section 8.6).
- I. Attendance at a school event of the teacher’s child (pre-school through post-secondary). Such leave is limited to sixteen (16) hours per school year.
- J. Military duty and to attend military ceremonies for teacher’s son, daughter, brother, sister, parent, spouse or self.
- K. Childcare emergency when the teacher’s childcare provider cannot provide services.
- L. Absences necessary to attain an additional educator license.

8.7.5 **Minimum Number of Hours:** The minimum number of hours for which all teachers may use personal leave in a given day is as follows:

Scheduled Work Hours	Allowable Emergency/Personal Leave Hours
8 hours or more	4, 8, or up to their scheduled work hours
4, up to 8 hours	4, or up to their scheduled work hours
Less than 4 hours	Their scheduled work hours

8.7.6 **Notification:** Notification for taking of emergency/personal leave must be made in writing to the building principal (the director of Special Education or Lead Nurse) at least three (3) days in advance except in the event of an emergency. In the event that it is impossible to provide the written notice, oral approval must be obtained from the principal (the director of Special Education or Lead Nurse). When applicable, the notification shall state such leave is taken for one of the reasons set forth in this Section.

8.7.7 **Building Limitations:** The number of leave requests approved on any day under this Section, excluding bereavement leave, shall be based upon the number of teachers in the building. Emergency/personal leave will be granted to one (1) teacher per day for every twenty (20) teachers. The number of teachers granted emergency/personal leave will be rounded up to the next multiple of twenty (20). No consideration will be given to the teacher’s lack of need for a substitute. Itinerant teachers are not included in the number of teachers in the building.

The number of leave requests approved on any day under this Section for nurses, excluding bereavement leave, shall be limited to three (3) per day.

Emergency/personal leave may be granted in excess of the limitations listed above at the discretion of the Superintendent or designee, whose decision shall be binding.

8.7.8 **Emergency/Personal Leave Carryover:** Teachers will be allowed to carryover one (1) emergency/personal day at the end of each year. Teachers may use emergency/personal leave for up to four (4) consecutive days. Decisions to carryover one day are final.

If none of the emergency/personal leave days are used by the end of that year, the unused carryover day will be donated to the sick leave bank.

8.8 Jury Duty

Any teacher who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the teacher paying to ISD 196 any fees received, minus travel allowance, for such jury service. The teacher may seek to be excused from jury duty.

8.9 Short-Term Leave of Absence without Pay

The building principal and the DCUE building representative(s) may, by mutual agreement, authorize unpaid leave(s) of absence totaling no more than five (5) days per year per teacher. A short-term leave of absence without pay can be applied for any time.

8.10 Professional Growth Leave

A short-term professional leave, without pay, up to a maximum of sixteen weeks may be granted for the purpose of completion of student teaching requirements for additional licensure, completion of a practicum or intern experience for additional licensure, or participation in a fellowship program or exchange experience. The purpose of the leave must be germane to a definite career plan in the field of education.

8.11 Business and Education Leaves

Business Leaves and Education Leaves shall be considered for one year only, must begin at the start of the next school year, and shall conclude at the end of that school year.

- 8.11.1 **Eligibility:** Teachers must have worked in ISD 196 three (3) years before being granted an Education Leave and five (5) years before being granted a Business Leave.
- 8.11.2 **Status:** This leave shall be without pay or fringe benefits. No increment advancement shall be earned for the time on leave.
- 8.11.3 **Moving Out of the Area:** Business Leaves shall not be granted to teachers moving out of the area.
- 8.11.4 **Requests:** Leave requests are due in the Human Resources Department on or before March 1 of each year. Requests received after March 1 may be considered on an individual basis. Requests shall be subject to ISD 196 approval, whose decision is final and binding.
- 8.11.5 **Basis:** Leaves shall be considered on a first-come first-served basis.
- 8.11.6 **Extensions:** Extensions shall be considered on an individual basis.
- 8.11.7 **Insurance:** Teachers on leave shall be able to participate in group insurance programs, if eligible and permitted under the insurance policy provisions. They shall pay the entire premium for the programs that they wish to retain, commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, shall terminate if they do not return to ISD 196 pursuant to this Section, except as provided by law.
- 8.11.8 **Notice to Return:** Teachers on leave must notify ISD 196 in writing by either certified or regular mail, an email to the coordinator of Human Resources or in person to the Human Resources office on or before February 1, whether or not they plan to return from a Business Leave or Education Leave. Teachers who fail to notify ISD 196 by February 1 of their intent to return the following school year may be subject to termination.
- 8.11.9 **Pay and Benefits:** Any increase in pay or change in benefits that are not dependent upon seniority or accrual during the leave period shall be made effective upon the teacher's return to work. A teacher who returns from a leave under this Section shall retain step placement on the salary schedule and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall receive an increment advancement per Section 6.6 and benefits derived from that advancement.
- 8.11.10 **Reinstatement:** Upon return, a teacher shall be reemployed in a position for which the teacher is licensed, unless previously discharged or placed on unrequested leave.

8.12 Sabbatical Leave

- 8.12.1 **Maximum Eligible:** There shall be a maximum of five (5) teachers eligible for sabbatical leave in any one school year. No teacher will be eligible for more than two (2) sabbaticals while employed by ISD 196.
- 8.12.2 **Minimum Requirement:** The teacher must have a minimum of seven (7) years teaching experience, or seven (7) years experience since their last sabbatical, in ISD 196 and must have given evidence of having attempted to improve his/her professional status through further academic training or other forms of work study at his/her own expense, prior to his/ her application for sabbatical leave.
- 8.12.3 **Purpose of Leave:** Sabbatical leave will be granted for the purpose of acquiring further academic training toward an advanced degree in a subject matter field and/or advanced work pertinent to the position he/she holds in the school system, or for specialized training to fill a position newly created in the school system or other forms of work study directly related to his/her position. Preference will be given to applicants who have not previously been granted a sabbatical leave.

8.12.4 **Application and Selection:** Selection will be made from a written application stating teacher goals and/or ISD 196 benefits. All applications must be made to ISD 196 office no later than March 1 preceding the school year during which leave is requested. ISD 196 Sabbatical Leave Committee consisting of three (3) teachers designated by DCUE and two (2) administrators designated by the Superintendent will review these applications. The Committee will recommend to the Superintendent the names of applicants to be considered for sabbatical leave. The Superintendent will approve and recommend to the School Board for approval, the names of the applicants selected. All applicants will be notified of acceptance or rejection on or before April 1. The decision of the School Board is final and binding.

8.12.5 **Salary and Benefits:** A teacher on sabbatical leave will receive an annual stipend of fifty (50) percent of the teacher's salary of the sabbatical leave contract year. The stipend will be in equal monthly payments, less taxes and insurance, or other items that may be on contributory basis.

A teacher on sabbatical leave will be able to participate in group insurance programs, if eligible and permitted under the insurance policy provisions. The teacher will receive ISD 196 contributions equal to those received by active employees and will pay their portion of the premium for programs they wish to retain during the sabbatical leave. The right to continue participation in group insurance programs shall terminate if the teacher does not return to ISD 196 pursuant to Section 8.12.7, except as provided by law.

8.12.6 **Academic Load:** The applicant shall agree to carry a full-time academic load at the institution of his/her choice. A full academic load will be defined by the institution of the applicant's choice for credits earned between September and June of the sabbatical leave year. However, a portion of the full academic load may include time spent in preparing a dissertation for a Doctoral Program upon the approval of the Superintendent, whose decision is final and binding. A teacher who does not carry a full academic load will have deducted from his/her salary during the school year of return to ISD 196 an amount as provided in the following formula: Percentage of credits taken below a full-time academic load as defined by the institution multiplied by salary of the sabbatical leave contract year multiplied by fifty (50) percent.

However, teachers may apply for and be granted sabbatical leave for less than a full contract year in accordance with Section 8.12.4. If such leave is granted, the salary and academic load set forth in Sections 8.12.5 and 8.12.6 will be reduced proportionately.

8.12.7 **Return to ISD 196:** When leave is granted, the teacher must agree to return for a period of at least three (3) years to the position the teacher occupied prior to leave, unless otherwise mutually determined by the teacher and ISD 196. If the teacher chooses not to return to ISD 196, or on return does not complete the requirement of three years, the total amount of all remuneration must be repaid to ISD 196, except by formal motion by the School Board.

8.13 Extended Leave of Absence

8.13.1 **Eligibility:** In accordance with Minnesota Statute 122A.46, ISD 196 may grant an unpaid Extended Leave to a full- or part-time teacher employed by ISD 196 for at least five (5) years and who has the equivalent of ten (10) years teaching service in a Minnesota public school. An Extended Leave is granted by mutual consent of ISD 196 and the teacher. The duration of the leave shall be agreed upon at the time of application, but shall be granted for at least three but no more than five years.

8.13.2 **Requests:** Leave requests are encouraged to be submitted to Human Resources by March 1. The deadline for leave requests is on or before April 1 of each year. Requests received after April 1 may be considered on an individual basis. Requests shall be subject to ISD 196 approval, whose decision is final and binding.

8.13.3 **Reinstatement:** The teacher has a right to be reinstated to a position for which the teacher is licensed at the beginning of any school year immediately following a year of Extended Leave, if the teacher notifies ISD 196 of his/her intent to return. Notification shall be by either certified or regular mail, an email to the coordinator of Human Resources or in person to the Human Resources office on or before February 1, whether or not they plan to return from an Extended Leave.

- 8.13.4 **Employment in another District:** ISD 196 shall not be obligated to reinstate a teacher who takes a full-time or part-time position as a teacher in another district. This provision shall not apply to a teacher employed as a substitute teacher.
- 8.13.5 **Benefits:** A teacher on Extended Leave shall be eligible to receive insurance benefits while on leave if eligible and permitted under the insurance policy provisions, if the teacher reimburses ISD 196 for the full amount of the premiums necessary to maintain the coverage. The teacher pays ISD 196 all benefit premiums according to a schedule agreed to at the time of the application/granting of the Extended Leave.
- 8.13.6 **Seniority:** Any teacher who is reinstated to a teaching position in ISD 196 shall retain seniority and continuing contract rights as though the teacher had been teaching in ISD 196 during the period of Extended Leave. The teacher is not reinstated to a specific position or a specific site and the years spent on leave do not determine steps taken on the matrix for the teacher's salary upon return.

8.14 Discretionary Leave

- 8.14.1 **Eligibility:** ISD 196, at its discretion, can grant a request for partial or full unpaid leaves of absence up to one year in duration. At the end of the year, the employee's FTE will be restored. The decision to grant the leave will not be subject to the grievance-arbitration process.
- 8.14.2 **Pay and Benefits:** All pay and benefits will be subject to the Master Agreement and applicable laws while on leave.
- 8.14.3 **Seniority:** Any teacher who is reinstated to a teaching position shall retain seniority and continuing contract rights as though the teacher had been teaching in ISD 196 during the period of the discretionary leave.
- 8.14.4 **Involuntary Transfer:** For the purposes of involuntary transfer under Section 14.4 of the Master Agreement, ISD 196 will use a teacher's full original FTE assignment in the building where a staff change is required.
- 8.14.5 **Reinstatement:** Upon return, a teacher shall be reemployed in a position for which the teacher is licensed, unless previously discharged or placed on unrequested leave.

**SECTION 9 –
HOURS OF SERVICE AND LENGTH OF SCHOOL YEAR****9.1 Teacher Duty Days**

The contract year shall consist of 185 duty days. Teachers shall perform services on those days as determined by ISD 196, including those legal holidays on which ISD 196 is authorized to conduct school, and pursuant to such authority has determined to conduct school.

9.2 Teacher Basic Day

The teacher basic day, inclusive of lunch, shall be eight (8) hours.

Nurse Exception: The nurse basic day, inclusive of lunch, shall be as follows:

- A. Elementary School: 7.5 hours per day
- B. Middle School: 8 hours per day
- C. High School: 8 hours per day
- D. Early Childhood Special Education: 7 hours per day
- E. ALC and Transition Plus: 7 hours per day
- F. School of Environment Studies: 7.5 hours per day
- G. Dakota Ridge School: 7.5 hours per day

9.3 Building Hours

The specific hours at any individual building may vary according to the needs of the educational program of ISD 196. ISD 196 will designate the specific hours for each building.

9.4 Preparation Time

- 9.4.1 **Secondary Teachers:** The maximum assignment of subjects for any secondary school teacher shall be five periods in a six-period day or six periods in a seven- or eight-period day. Each teacher shall have one period during the student contact day for preparation and conferences.
- 9.4.2 **Elementary Teachers:** The daily preparation time for an elementary school teacher must be comparable to that provided secondary teachers in ISD 196 within the student contact day. The preparation time may be scheduled at one uninterrupted time period or two uninterrupted time periods during the student contact day.

9.5 Additional Activities

In addition to the basic day, teachers shall be required to perform reasonable non-teaching services as prescribed by ISD 196.

9.6 Duty-Free Lunch

Each teacher shall be provided a minimum of twenty-five (25) consecutive minutes of duty-free lunch.

Nurse Exception: Nurses shall be provided the opportunity to have a one-half hour lunch period during the basic work day but shall be compensated at the normal pay rate during said one-half hour period and shall remain “on call” to provide nursing aid during said one-half hour period.

9.7 Part-time/Itinerant Teachers

- 9.7.1 **Lunch Time:** Paid lunchtime shall be provided if a teacher starts work before 11:30 a.m. and finishes work after 1:00 p.m.
- 9.7.2 **Preparation Time:** The minimum amount of preparation time for a part-time teacher shall be determined as follows:

A. If a part-time teacher is employed over the lunch hour, multiply the total time employed (minutes per day) by .87 and subtract 25 minutes for a duty-free lunch to determine student instructional time.

B. If a part-time teacher is not employed over the lunch hour, multiply the total employment time (minutes per day) by .87 to determine student instructional time.

Teachers whose assignments are calculated using this formula will not be assigned more direct instructional minutes than that of a normal classroom teacher.

- 9.7.3 **Travel Time:** Teachers shall be given an additional reasonable amount of time to allow for travel between assigned buildings. This time shall not be included in instructional time but will be included in the teacher’s existing FTE.

9.8 Extra Compensation for Nurses

Nurse time spent on sports, physicals, conferences, district-wide meetings, staffings, athletic events and all other time spent “on call” for any school function shall be included in computing the nurse’s compensation at the prevailing nurse rate of pay. Nurses scheduled for less than eight hours per day shall be compensated at regular hourly rates when directed to attend after-hours district-wide meetings.

9.9 Variations

By mutual agreement, the building principal and a committee of teachers designated by DCUE in each individual building may vary the provisions of Sections 9.2, 9.4, 9.6, and 9.7 for such building. However, either party may rescind such variance, effective the end of the school year, by notifying the other party in writing of such intent prior to the end of the school year.

9.10 Emergency Closings

In the event of a student contact day lost for any emergency, teachers shall perform duties on such other day in lieu thereof as ISD 196 may determine.

SECTION 10 – SALARY PAYMENTS AND DEDUCTIONS

10.1 Pay Periods

- 10.1.1 **Defined:** Teachers will be paid twice per month, with checks distributed on the 15th and the last day of the month. In the event either of these days should fall on a weekend or holiday, payday will be on the preceding workday.
- 10.1.2 **Options:** Teachers will have two options in regard of payroll checks:
- A. 1/19 of their annual salary on each of the first 19 pay dates beginning the first pay date in September.
 - B. 1/24 of their annual salary on each of the 24 pay dates beginning the first pay date in September.
 - C. Same as B above, but a teacher may receive the July and August paychecks on June 15.
- Options once made are final for the entire school year.
- 10.1.3 **Continuation:** Returning teachers shall retain the same option as they had the previous school year unless ISD 196 Human Resources Department is otherwise notified prior to Aug. 31 of the school year. New teachers must notify ISD 196 accounting office of their selected option before Aug. 31 or they will automatically be given option A above. Teachers employed after Aug. 31 have their pay spread over the remaining pay dates, option A only.

10.2 Co-curricular Pay Periods

Co-curricular salaries shall be paid over the regular salary pay periods during the length of the season (up to nineteen (19) regular salary pay periods).

10.3 Deductions

For purposes of calculating salary deductions teachers shall have their salary reduced by 1/185 for any unpaid absence.

SECTION 11 – RETIREMENT HEALTH CARE SAVINGS PLAN CONTRIBUTION

11.1 Eligibility

Teachers who retire following fifteen (15) or more years of employment as a teacher in ISD 196, and either thirty (30) years of TRA service credit or age of fifty-five (55), shall be eligible for a contribution to a health care savings plan (HCSP) upon submission of a written resignation accepted by ISD 196. Teachers less than full time shall receive a contribution to a HCSP based on this Section. A retirement health care savings plan contribution shall not be granted to any teacher who is discharged or terminated pursuant to M.S. 122A.40.

For purposes of Section 11.1, a year of employment for a teacher who retires is defined as any year in which the teacher has been contracted on or before December 1st and contracted through the end of the school year.

11.2 Retirement Health Care Savings Plan Calculation

- 11.2.1 **Twenty-Five Days:** Teachers eligible per Section 11.1 shall receive a HCSP contribution representing twenty-five (25) days of pay multiplied by the teacher's daily rate of pay.
- 11.2.2 **Sick Leave Conversion:** Teachers eligible per Section 11.1 shall receive a HCSP contribution of fifty (50) percent of the teacher's unused number of sick leave hours, up to a maximum of 560 hours, multiplied by the teacher's FTE at retirement multiplied by the teacher's hourly rate of pay. (This equates to the prior seventy (70) day maximum, referenced in previous Agreements, paid out at the time of retirement.)
- 11.2.3 **\$12,000:** Teachers eligible per Section 11.1 and per Section 7.5 (eligible for ISD 196 insurance) shall receive \$12,000 as a HCSP contribution.
- 11.2.4 **The Above Amounts are Reduced by the Following ISD 196 403(b) Match Contributions:** Teachers receive part of the ISD 196's retirement benefit throughout their service in the form of a

matching contribution to their 403(b) account. The sum of 11.2.1, 11.2.2 and 11.2.3 will be reduced from the HCSP contribution as follows:

- A. Any amount received from ISD 196 as tax-deferred matching contributions prior to July 1, 2002 and
- B. The amount that the teacher was eligible to receive from ISD 196 as tax-deferred matching contributions on or after July 1, 2002.

In the event that the amount of ISD 196 contributions to a teacher's tax-deferred matching contribution plan account exceeds the amount of the HCSP contribution due under this Section, the teacher shall receive no HCSP contribution.

11.2.5 **Plan:** ISD 196 shall deposit the total amount in the teacher's name in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

11.2.6 **Sample Retirement Benefit Calculation:**

Annual Contracted Salary	\$90,856.00
Duty Days	Divided by 185
Daily Rate of Pay	\$ 491.11
Section 11.2.1 25 Days of Pay	\$12,277.75
Section 11.2.2 Unused Sick Leave (Max 560 hours)	\$34,377.70
Section 11.2.3 \$12,000	<u>\$12,000.00</u>
Subtotal	\$58,655.45
Section 11.2.4 Reduction to HCSP due to previous ISD 196 match to 403(b)	<u>(\$19,072.00)</u>
Total contribution to HCSP	<u>\$39,583.45</u>

11.3 Daily Rate of Pay

A teacher's daily rate of pay shall be calculated by taking the salary at the time of retirement as provided in the salary schedule, including longevity, if any, dividing by 185 days, and multiplying by their FTE at time of retirement. The daily rate of pay shall not include co-curricular activities, extended employment or other extra compensation.

Teachers who retire from a leave of absence will have their HCSP contribution calculated from their last active FTE and daily rate of pay.

11.4 Retiring While on a Job Share

Eligible teachers who retire while on a job share in their last year of teaching shall receive their HCSP contribution per Section 11.2.1 and Section 11.2.2 based on their daily rate of pay as established by Section 11.3. Their FTE at time of retirement shall be assumed to be 0.5 FTE. In addition, they shall receive fifty percent (50%) of the benefit established by Section 11.2.3.

11.5 Payment

The HCSP contribution shall be paid by ISD 196 in a lump sum and deposited in the Minnesota State Retirement System HCSP within thirty (30) days following the effective date of the retirement.

11.6 Beneficiary

If a teacher dies before all or a portion of the HCSP contribution has been disbursed, that balance due shall be paid and/or made to a named beneficiary or, lacking same, to the deceased's estate.

11.7 Health Care Savings Plan Exemptions

11.7.1 If a retiring teacher believes that he/she should be exempt from the MSRS HCSP, the retiring teacher may apply to the MSRS for an exemption, specifying the reason why he/she should be exempt and providing the needed documentation. The list of qualifying exemptions include, but are not limited to, resident aliens, military and Federal employees vested in Tri-Care, and employees with documented, guaranteed, life-time coverage through their spouse.

- 11.7.2 Should a retiring teacher be granted a plan exemption by the MSRS, ISD 196 shall contribute an amount equal to the value of the benefit the retiring teacher qualifies for under Section 11 directly into the retiring teacher's 403(b) account, subject to the limitations listed in Section 11.7.3.
- 11.7.3 ISD 196's annual contribution into the retiring teacher's 403(b) account shall not exceed the IRS contribution limit. If the retiring teacher has any benefit remaining after the limit is reached in the year of separation, ISD 196 shall make a contribution up to the IRS maximum into the retiree's 403(b) account in the following year(s).
- 11.7.4 Unless subject to limitations under Section 11.7.3, ISD 196 contribution(s) into the retiring teacher's 403(b) account shall be made according to the timeline established in Section 11.
- 11.7.5 ISD 196 shall only make contributions to investment vendors that have hold harmless agreements on file with them. For purposes of calculating the maximum deferral limit, ISD 196 shall provide the retiring teacher with contribution information for the previous twelve (12) months. The retiring teacher shall then submit the calculation of maximum deferral from the vendor.
- 11.7.6 In no case shall the retiring teacher receive a lower total contribution than that for which he/she would have been eligible had he/she not been granted the plan exemption.

**SECTION 12 –
TAX-DEFERRED RETIREMENT PLANS**

12.1 Tax-Deferred Savings Plan

The tax-deferred savings plan (hereinafter referred to as "Savings Plan") is established in accordance with Section 457(b) and 403(b) of the Internal Revenue Code and subject to applicable provisions of Minnesota statutes. Teachers may elect to participate in the Savings Plan with one or more of the companies designated as an ISD 196 403(b) and/or 457(b) provider.

12.2 Tax-Deferred Matching Contribution Plan

12.2.1 Purpose

An annual (the teacher contract year) ISD 196 contribution shall be payable to a teacher's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

12.2.2 Legal Authority

Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

12.2.3 Teacher Authorization

ISD 196 contribution is not payable unless the teacher completes an ISD 196 form to authorize a matching salary reduction in the amount that they are eligible to receive in Section 12.7 for the same period.

12.2.4 Eligibility

Full-time (1.0 FTE) teachers shall be eligible for the full matching ISD 196 contribution as defined in Section 12.2.7. A teacher contracted for 0.5 FTE or more shall be eligible for a prorated ISD 196 contribution provided the teacher authorizes salary reduction of an equivalent amount paid to the plan for the same period.

12.2.5 Vendors

The parties agree that the following vendors will be eligible to receive contributions from employees and the employer:

403(b) Account(s)

Fidelity
MetLife

457(b) Account(s)

MN Deferred Comp Plan
MetLife

ISD 196 contribution and matching teacher contribution will be made to the company of the teacher's choice. It shall be the responsibility of the teacher to make all arrangements required by the vendor to ensure that proper payment is made by ISD 196.

12.2.6 Participation

Participation in the plan shall be voluntary.

12.2.7 ISD 196 Contribution

The amount of ISD 196 contribution shall be as follows:

Effective July 1, 2019:		
Matching Plan Eligibility Criteria	ISD 196 Contribution Payable to Matching Plan Account of Full-time Participant Contribution During Teacher Contract Year	Required Full-time Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 7-1-2001	\$1,820	\$1,820
Seniority date between 7-2-2001 and 7-1-2004	\$1,670	\$1,670
Seniority date between 7-2-2004 and 7-1-2009	\$1,320	\$1,320
Seniority date between 7-2-2009 and 9-15-2016	\$1,020	\$1,020

Effective July 1, 2020:		
Matching Plan Eligibility Criteria	ISD 196 Contribution Payable to Matching Plan Account of Full-time Participant Contribution During Teacher Contract Year	Required Full-time Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 7-1-2002	\$2,000	\$2,000
Seniority date between 7-2-2002 and 7-1-2005	\$1,800	\$1,800
Seniority date between 7-2-2005 and 7-1-2010	\$1,500	\$1,500
Seniority date between 7-2-2010 and 9-15-2017	\$1,200	\$1,200

12.2.8 Compliance

In order to monitor compliance with federal and state tax laws concerning the amount of income a teacher may shelter, DCUE and ISD 196 agree that a third party administrator of 403(b) and 457(b) programs may be utilized to monitor such compliance and that (1) teachers participating in ISD 196 tax-deferred matching contribution plan or ISD 196 tax-deferred savings plan may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

**SECTION 13 –
UNREQUESTED LEAVE OF ABSENCE**

13.1 Purpose

The purpose of this Section is to implement the provisions of M.S. 122A.40, Subd. 10 and shall constitute a plan for placing teachers on unrequested leave without pay or benefits due to discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

13.2 Unrequested Leave Procedure

- 13.2.1 **Probationary Teachers and Tier 1 and Tier 2 Licensed Teachers:** Probationary teachers and Tier 1 and Tier 2 licensed teachers do not have rights to an unrequested leave of absence.

ISD 196 may first terminate probationary teachers and Tier 1 and Tier 2 licensed teachers. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers or Tier 1 and Tier 2 licensed teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

- 13.2.2 **Continuing Contract Teachers:** Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields for which they are licensed in the inverse order of seniority. ISD 196 shall not be required to transfer (or “Strand”) a more senior teacher to a different assignment in order to accommodate the seniority claim of a teacher proposed for unrequested leave of absence. Nor shall ISD196 be required to split existing assignments into separate part-time positions for the purpose of affecting the order in which teachers are recalled from unrequested leave of absence. A teacher’s seniority date is the date of their first contracted duty day of uninterrupted service in ISD 196. In the case of equal seniority, the teacher with the lower license file number as issued by the PELSB shall be deemed senior.

ECFE teachers and ABE teachers are placed on unrequested leave of absence in the inverse order of seniority. ISD 196 shall not allow an ECFE teacher or an ABE teacher to bump into a K-12 or ECSE position in accordance with the provisions of M.S. 122A.26.

- 13.2.3 **Eligibility to Participate in ISD196 Insurance:** Any teacher placed on unrequested leave of absence shall remain eligible for all teacher insurance benefit plans if he/she is not employed in another job in which insurance benefits are available. This participation is subject to carrier approval and the teacher must pay the entire premium during the period of such leave.

- 13.2.4 **Reinstatement:** Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in ISD 196 in fields in which they are licensed or a teaching position other than those identified in Section 13.2.5 that does not require a specific license but does require a teaching license by the state. Reinstatement shall be in the inverse order of placement on leave of absence. Teachers have seniority rights prorated to their continuing contract (tenured) FTE and shall be recalled to positions with the same or lesser FTEs.

An ECFE teacher may only be reinstated to an ECFE position, and an ABE teacher may only be reinstated to an ABE position. Likewise, a K-12 or ECSE teacher may only be reinstated to another K-12 or ECSE position.

ISD 196 shall be free to fill any position on a temporary basis pending the completion of the recall procedure.

- A. **Rights:** Teachers whose names appear on the unrequested leave list possess reinstatement rights to positions constituting eighty (80) or more work days per year. When hired into these positions, they shall receive a rate based upon their current step and lane.

No appointment of a new teacher shall be made while there is a teacher available on unrequested leave who is properly licensed to fill such vacancy in accordance with this Section.

- B. **Contact Information for Notice of Recall:** When placed on unrequested leave, a teacher shall file with the ISD 196 Human Resources office his/her name, phone number, email address(es) and mailing address to which any notice of reinstatement or availability of position may be communicated. In the event a teacher will be away from that phone number, email address or mailing address for more than two (2) business days, the teacher will file with the ISD 196 Human Resources office an alternative address or method of communication. If ISD 196 cannot reach the teacher by phone, then an email or letter regarding the notice of reinstatement or availability of position will be sent to the teacher and a copy will be sent to DCUE. Failure of a notice to reach a teacher on unrequested leave shall not be the responsibility of ISD196 if the notice has been communicated as provided herein.

- C. **Response:** The teacher will respond within ten (10) calendar days of the notice as to whether or not he/she will accept such position. Failure to reply within such ten (10) calendar days period shall constitute waiver on the part of such teacher regarding the position(s) offered and shall constitute waiver on the part of that teacher to any further rights of employment or reinstatement and shall forfeit any further reinstatement or reemployment rights.

If notice of any available position is given to any teacher on or after August 1 of any school year, such teacher may decline the recall without waiving his/her rights to further employment or reinstatement and shall maintain his/her seniority date without interruption.

Except as otherwise provided in Section 13.3.4.C, an employee who does not accept recall to a specific position in the manner required by the paragraphs above shall lose all recall rights with the employer.

- D. **Part-time:** ISD 196 shall not be required to create part-time positions from full-time positions.
- E. **Partial Recall:** If a teacher accepts recall to a position with a lesser FTE than their seniority rights provide, they may remain on unrequested leave for the remaining unassigned portion of their FTE.

A teacher who declines the offer of reinstatement will remain on unrequested leave at their full FTE, but will not receive another offer of reinstatement for a position equal to or less than the offer declined for the remainder of that year. Only offers of reinstatement to a greater FTE than the position declined will be extended to this teacher for the remainder of that school year.

- 13.2.5 **Exceptions for Peer Leader, District Level TOSA, Building Level TOSA, and Instructional Coach and Trainer positions:** ISD 196 and DCUE agree that these positions require additional competencies, specialized training, specialized knowledge and/or mastery of specialized skills and that each party mutually benefits when these positions are filled through a competitive interview process.
- A. Teachers occupying these positions are subject to Section 13 of the Master Agreement.
- B. These positions are not subject to Section 13 and can only be filled through a competitive interview process. Teachers may not be transferred into or recalled to these positions.
- C. Teachers occupying these positions who are placed on ULA can only be recalled to available positions according to Section 13.2.4 of the Master Agreement.
- D. Teachers involuntarily transferred out of these positions because of the ULA process can apply and be interviewed for openings including the position they were transferred from according to Section 13 of the Master Agreement.
- 13.2.6 **Other Employment:** A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
- 13.2.7 **Teacher Rights:** The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous year service. All seniority credit earned prior to placement on unrequested leave shall be maintained by the teacher. The teacher on unrequested leave of absence shall accrue additional seniority credit for the time spent on unrequested leave.
- 13.2.8 **Length:** The unrequested leave of absence shall continue for a period of five (5) years. At the end of the fifth year, the teacher will lose his/her right to reinstatement for any portion of FTE for which the teacher remains on unrequested leave.

For example, if a teacher is placed on a 1.0 FTE unrequested leave of absence and is not reinstated within five (5) years, he/she shall lose reinstatement rights to a 1.0 FTE position. Also, if a teacher is placed on a 1.0 FTE unrequested leave of absence and is reinstated to a .5 FTE position within five (5) years, he/she shall lose reinstatement rights to the remaining .5 FTE after five (5) years and his/her new FTE will be .5.

The teacher's right to reinstatement shall also terminate if the teacher fails to file with ISD 196 a

written statement requesting reinstatement by February 1 of any year.

- 13.2.9 **Unemployment Compensation:** Nothing in this Section shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

13.3 Review

For purposes of review of the School Board's decision placing a teacher on unrequested leave of absence, the provisions of M.S. 122A.40, Subd. 17 shall apply.

SECTION 14 – TRANSFERS

14.1 Purpose

The purpose of this Section is to establish the procedures and principles to be followed by ISD 196 in making an involuntary or voluntary transfer of a non-probationary teacher from one school building to a vacant position in another school building. An involuntary transfer shall not be used as a punitive measure against a teacher.

14.2 Principles of Involuntary Transfers

If a building has a change in needed FTEs within a certain licensure, transfers shall adhere to the following principles:

- A. Assign teachers to one building whenever possible.
- B. Minimize teachers traveling between buildings in one day.
- C. Maintain as many full-time positions as possible in one building.
- D. Assign teachers to same level (elementary, middle, high school) whenever possible.
- E. Retain a teacher at their current building(s) or program(s) whenever possible.

14.3 Notice of Involuntary Transfer

A teacher subject to an involuntary transfer shall be notified of such transfer as early as possible, and shall be furnished a system-wide list of all vacancies in ISD 196 for which such teacher is qualified and licensed. In order to interview at schools where vacancies may exist, the teacher may request one-half day of leave, without deduction from leave allowance. Such a request must be submitted in advance and is subject to approval by the Director of Human Resources. Involuntarily transferred teachers not selected during this process will be placed in a position(s) for which they are qualified and licensed.

14.4 Selection for Involuntary Transfer

If a staff change in a building requires an involuntary transfer in staff of less than 1.0 FTE, a teacher with less than a 1.0 FTE assignment in the building will be involuntarily transferred. If a staff change in a building requires an involuntary transfer in staff of 1.0 FTE or more, a teacher with a 1.0 FTE assignment in the building will be involuntarily transferred unless a combination of part time staff equals the needed change.

A teacher may only be involuntarily transferred to a vacant position for which such teacher is both qualified and licensed. A teacher shall be deemed to be "qualified" for the purpose of this Section only if such teacher has a major in the subject matter or field of licensure and has a currently valid license (other than a limited or alternative license) to teach in such subject matter or field.

Before making an involuntary transfer from any school building, ISD 196 will seek a volunteer from among those teachers in such building who are licensed for the vacant position. If no satisfactory volunteer is found pursuant to the criteria for selection, as set forth in Section 14.4, the teacher who is qualified and licensed for the vacant position who is lowest on the seniority list shall be transferred.

- 14.4.1 **Involuntary Transfer Process:** All employees are district-wide employees; however for purposes of involuntary transfers, the following processes will be followed:

- A. An ECFE teacher may only be involuntarily transferred to another ECFE position, and an ABE teacher may only be involuntarily transferred to another ABE position. Likewise, a K-12 or ECSE teacher may only be involuntarily transferred to another K-12 or ECSE position.

- B. Teachers in the following positions shall be placed by ISD 196 in positions for which they are qualified and licensed: music, ELL, reading recovery, Title I, social workers, career development, special education, ABE and ECFE. Note: Teachers in these positions either 1) provide services to students who must qualify for enrollment, 2) provide services where student participation fluctuates annually or 3) provide services where participation fluctuates due to other factors that create unique staffing challenges.

After placement, a teacher may apply for voluntary transfer to posted positions as set forth in Section 14.5.

If after placement, a building assignment has changed, a teacher may take a half day leave as set forth in Section 14.3.

- C. For all other teachers, open positions are posted. Teachers have the option to apply during the voluntary transfer period as set forth in Section 14.5 or be placed by ISD 196 following the voluntary transfer period. All involuntarily transferred teachers shall be placed by ISD 196 before open positions are posted to external candidates and non-renewed teachers.

14.5 Criteria for Voluntary Transfer

ISD 196 shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with the educational requirements of ISD 196. All continuing contract, internal candidates who apply for a position are guaranteed an interview for any position for which they are qualified. Probationary teachers may apply but are not guaranteed an interview. Teachers applying for an open position have five (5) days from the posting of the opening to submit their intent to transfer. If the transfer request occurs between August 1 and October 15 inclusive, the teacher's current principal must also agree to the transfer. Building administrators are not required to hire an internal candidate. If two or more eligible teachers are selected as finalists for a vacant position, transfer shall be based on the following criteria:

- A. Contribution that the teacher could make to the students in the new teaching position according to his/her training, experience, and interests.
- B. Qualifications of the teacher as compared to those of other candidates for the position to be filled.
- C. The reasons why the teacher wants the transfer or reassignment.
- D. The recommendations of the principals, department chairpersons or team leaders involved in the transfer.
- E. The opportunities for professional growth on the teacher's part.
- F. In the event that all other criteria are essentially similar, the teacher highest on the seniority list shall be preferred.

Each teacher applying for voluntary transfer shall be promptly notified in writing of the disposition of such application. To apply for a voluntary transfer, each teacher shall complete the ISD 196 voluntary transfer form.

SECTION 15 – JOB SHARING

15.1 Sharing of Positions

Full-time continuing contract (non-probationary) teachers may request to share a teaching position. A teacher selected to share a position shall retain membership in the Bargaining Unit and shall, therefore, be considered to meet the definition of "Teacher" in Section 3.2. The terms and conditions of this Agreement shall apply unless expressly altered in this Section.

15.1.1 **Salary:** Job share teachers shall be paid one-half of their full-time salary. While a job share partner is on leave or if the job share dissolves, a job share teacher who is fulfilling the duties of his/her partner shall receive their full-time salary. Job share teachers shall receive an increment advancement in the same manner as any teacher.

15.1.2 **Seniority:** Job share teachers shall earn seniority the same as any other teacher.

- 15.1.3 **Leaves:** Job share teachers shall retain sick leave benefits accrued immediately prior to such assignment. On a pro-rata basis, they shall be granted emergency/personal leave per Section 8.7 and additional sick leave per Section 8.1.1.
- 15.1.4 **Conferences, Curriculum and Workshop Days:** Job share teachers shall attend full conference, curriculum and workshop days without the payment of additional salary.
- 15.1.5 **Insurance:** Job share teachers, who wish to participate in the insurance coverage set forth in Sections 7.1, 7.2, 7.3, and 7.4 shall receive a 50% ISD 196 contribution.
- A. While a job share partner is on leave, a job share teacher who is fulfilling the duties of his/her partner shall continue to receive 50% of the ISD 196 contribution.
- B. If the job share dissolves, a job share teacher who is fulfilling the duties of his/her partner shall receive the full ISD 196 contribution.

15.2 Application

Those teachers wishing to share a position shall make initial application to the building principal(s) or other appropriate administrator who shall either approve or deny the application. To facilitate staffing plans for the following school year, initial applications should be made prior to March 1.

- 15.2.1 **Criteria:** The following criteria are expected of all job share applications:
- A. Both job share teachers must be fully and appropriately licensed for the teaching assignment.
- B. The structure of the job share must be such that one teacher could assume the complete job responsibility at any time.
- C. The job share position must fit with the educational structure within the building. The structure of prep times and other teachers' responsibilities should not have to be adjusted to accommodate the job share. The scheduling of classes should not be limited because of a job share. Prep time may be scheduled within the teacher basic day as agreed upon by the job share teachers and principal(s).
- 15.2.2 **Conditions:** At the time an application is approved, job share teachers shall mutually agree in writing to the following:
- A. The dates and conditions of duty,
- B. Refrain from applying for unemployment compensation during that year,
- C. Repayment of any salary advanced that is subsequently unearned, and
- D. Any other necessary conditions that are consistent with the provisions of this Section.
- E. Each year, the job share duration will be for a full school year. The job share cannot be dissolved during the school year except as provided in Sections 15.5 and 15.6.

Copies of all job share contracts shall be forwarded to DCUE.

- 15.2.3 **Appeal:** If the application is denied, the applying teachers may submit a "Request for Appeal Form" by contacting HR or DCUE. This form must be submitted to ISD 196 within 5 days of the denial. Within 5 days of the request being submitted to HR, HR will contact the teachers and administrator(s) involved to schedule a meeting on the appeal. The ISD 196 Job Share Appeal Committee consists of (3) teachers designated by DCUE and (3) administrators designated by the Superintendent or designee. The job share teachers and the administrator involved will be present at the appeals meeting to answer questions and share concerns. The committee will review the documents and testimony and respond back to the teachers and administrator within 5 days. The Appeals Committee decision will be made by consensus of the committee and shall be binding.

15.3 Renewal

Job share renewals shall be automatic, unless challenged by the principal or other administrator or terminated by the participating teachers. Renewal challenges shall be referred through the appeal process outlined in this Section.

15.4 Elementary Grade Level Limitations

A maximum of one (4 sections or less) or two (5 sections or more) job shares shall be approved per elementary grade level per building. If there are more requests than the maximum number of job shares per grade level, which job share(s) shall be approved shall be determined by mutual agreement between teachers and supervisors. If no such agreement can be reached, the decision shall be made per the appeal process in this Section.

15.5 Dissolution

If a job share teacher resigns, is terminated or discharged by the ISD 196, the job share shall dissolve and his/her partner shall assume the full-time teaching position or tend his/her resignation effective immediately or face termination. Teachers who wish to voluntarily dissolve their job share arrangement for the next school year must notify ISD 196 on or before February 1. Notification shall be by either certified or regular mail, an email to the coordinator of Human Resources or in person to the Human Resources office.

15.6 Illnesses, Disability, or Leaves

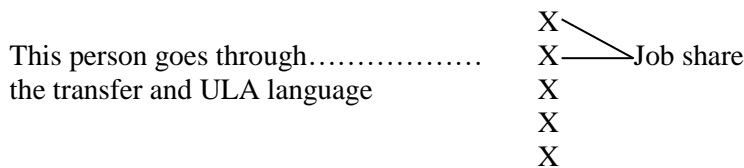
In the event that a job share teacher becomes ill or disabled or takes a leave of absence of any kind for an extended period of time, his/her partner will perform all the teacher functions and responsibilities for that job share position during the period of illness, disability or leave.

15.7 Return to Full-time Placement – Voluntary Job Share Dissolution

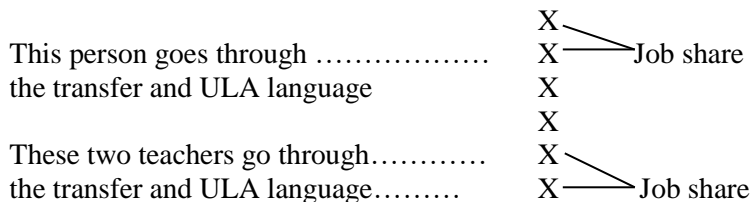
Both teachers shall be placed at the site where they last taught full time, if an open position exists. If both teachers came from the same site and only one open position exists, the more senior teacher shall be placed at the site and the less senior teacher shall be placed subject to the transfer and ULA language. If a teacher came from another site and a position no longer exists, he/she shall be placed subject to the transfer and ULA language.

In the following examples, the Xs represent teachers within the building listed from most senior to least senior based on district-wide seniority date and assumes that all teachers were full time in the building prior to job share arrangements.

Scenario 1: If there is no reduction in the building staff, the less senior teacher in job share is subject to the transfer and ULA language.



Scenario 2: If there is a reduction in staff of two FTEs, the least senior teacher in the job share is subject to the transfer and ULA language and the two least senior FTE's in the building according to the ISD 196 seniority list are subject to the transfer and ULA language.

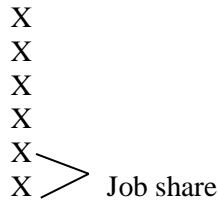


15.8 Return to Full-time Placement – Involuntary Job Share Dissolution

There are times when a job share will be involuntarily dissolved due to staffing needs in the building. This will occur when the job share involves a teacher with low seniority.

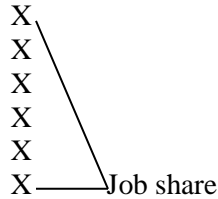
Scenario 1: If there is a reduction in staff of 2 FTEs and the least senior teachers are the job share, the job share is dissolved and both teachers are placed subject to the transfer and ULA language. Additionally, the next least senior teacher in the building according to the ISD 196 seniority list is also placed subject to the transfer and ULA language.

These three teachers are placed subject to the transfer and ULA language



Scenario 2: If there is a reduction in staff of two FTEs, and the most senior teacher and the least senior teacher in the building are in a job share, the job share is dissolved and the three least senior teachers in the building on the ISD 196 seniority list are placed subject to the transfer and ULA language.

These three teachers are placed subject to the transfer and ULA language



15.9 Retiring While on a Job Share

Eligible teachers who retire while on a job share in their last year of teaching shall receive retirement pay per Section 11.2.1 and Section 11.2.2 based on their daily rate of pay as established by Section 11.3. Their FTE at time of retirement shall be assumed to be 0.5 FTE. In addition, they shall receive fifty percent (50%) of the benefit established by Section 11.2.3.

**SECTION 16
DISCIPLINE**

16.1 Progressive Discipline

The parties to this Agreement recognize both the concept of progressive discipline and the fact that accelerated disciplinary actions, including discharge, may be warranted in instances involving severe or repeated misconduct. A teacher may be suspended without pay, discharged or disciplined only for just cause.

16.2 Representation

A teacher who has been issued a written reprimand and/or a letter of deficiency, and/or suspension without pay shall have the right to file a grievance under the grievance procedure. A non-probationary teacher who is the subject of a discharge shall be governed by Minn. Stat. 122A.40, and such action shall not be subject to the provisions of this Article. A probationary teacher may be terminated or non-renewed pursuant to Minn. Stat. 122A.40 and such actions shall not be subject to the provisions of this Article. A substitute teacher may be terminated by the ISD 196 per Minnesota Statute and such action shall not be subject to the provisions of this Article.

**SECTION 17 –
GRIEVANCE PROCEDURE**

17.1 Grievance Definition

A claim by a teacher or group of teachers that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

17.2 Representative

ISD 196 may be represented during any step of this procedure by its designated representative. The teacher shall be represented during any step of this procedure by DCUE. Only DCUE shall process a grievance through any step, including arbitration, of this grievance procedure.

17.2.1 **Limitations:** Grievances will not be valid for consideration unless the grievance is submitted within 20 days of the date the grievance arose. Failure to file any grievances within such period shall be

deemed a waiver thereof. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

- 17.2.2 **Extension:** Time limits specified in this Agreement may be extended by mutual agreement.
- 17.2.3 **Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law, except as otherwise specifically indicated herein.
- 17.2.4 **Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.
- 17.2.5 **Filing and Postmark:** The filing of service of any notice of document herein shall be timely if it bears a postmark of the United States mail within the time period.
- 17.2.6 **Service of Decision:** The issuance of a decision in Levels I, II and III of Section 17.3 to the grievance chairperson of DCUE shall constitute issuance of the decision in writing to the parties involved.

17.3 Adjustment of Grievance

ISD 196 and the teacher shall attempt to adjust all grievances that may arise during the course of employment of any teacher within ISD 196 in the following manner:

- 17.3.1 **Level I:** If the grievance is not resolved through informal discussions, the building principal shall give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.
- 17.3.2 **Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance, which meeting shall take place within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.
- 17.3.3 **Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance, which meeting shall take place within 15 days after the receipt of the appeal. Within 15 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

17.4 School Board Review

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

17.5 Denial of Grievance

Failure by ISD 196 to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

17.6 Arbitration Procedures

In the event that the teacher and ISD 196 are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

- 17.6.1 **Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following receipt of the decision in Level III of the grievance procedure.
- 17.6.2 **Prior Procedure Required:** No grievance shall be considered by an arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- 17.6.3 **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request from the Bureau of Mediation Services (BMS), pursuant to M.S. 179A.21, Subd. 2, a list of arbitrators selected by the Commissioner, providing such request is made within ten (10) days after request for arbitration. Upon receipt of the list of arbitrators, ISD 196 and DCUE shall alternatively strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. If the parties do not request an arbitrator from the BMS within the time periods provided herein, it shall constitute a waiver of the grievance.
- 17.6.4 **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.
- 17.6.5 **Decision:** The decision by the arbitrator shall be rendered within ten days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations as provided in PELRA of 1971, as amended. The arbitrator cannot add to, delete, or modify the Agreement in any way and his/her decision shall be confined to the written grievance only.
- 17.6.6 **Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the cost of the transcript or recording.

17.7 Election of Remedies and Waivers

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 Section. Upon instituting a proceeding in another forum as outlined herein, the teacher shall waive his/her right to initiate a grievance pursuant to this Section, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

SECTION 18 – DURATION

18.1 Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter pursuant to PELRA, except that teachers shall be paid at the basic salary set forth on the teacher's individual contract. If either party desires to negotiate a new agreement commencing on July 1, 2021, it shall give written notice of such intent no later than March 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

18.2 Effect

This Agreement constitutes the full and complete written Agreement between ISD 196 and DCUE representing the teachers of ISD 196. The provisions herein relating to terms and conditions of employment

supersede any and all prior Agreements, resolutions, practices, ISD 196 policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

18.3 Finality

Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

18.4 Severability

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

18.5 Copies of Record

There shall be five (5) signed copies of the final Agreement for the purposes of record. Two (2) copies will be retained by ISD 196, two (2) copies by DCUE and one (1) copy by the Director of the Bureau of Mediation Services.

**SCHEDULE A –
2019-2020
TEACHER ANNUAL SALARY SCHEDULE**

STEP	BS/BA	BS/BA+15	BS/BA+30	MA/BA+54	MA+15	MA+30	MA+60/Specialist/ Psychologist/
A	42,968	43,436	44,099	45,429	48,094	50,090	51,421
B	44,766	45,429	48,094	49,425	52,087	53,417	55,403
C	45,429	48,094	49,425	50,755	53,417	55,415	58,078
D	48,094	49,425	50,755	52,087	54,747	56,747	59,408
E	50,755	52,087	52,754	56,958	59,623	61,620	64,281
F		53,417	55,415	59,623	62,283	64,281	66,943
G		56,214	56,747	62,283	64,945	66,943	69,606
H			59,408	64,945	67,610	69,606	72,267
I			62,070	67,610	70,272	72,267	74,931
J				70,272	72,934	74,931	78,338
K				73,066	75,329	77,592	81,787
L				75,862	78,524	80,800	84,515
M	*	**	***	78,968	81,691	84,740	89,477

Note: Only employees in these cells on 6/30/05 will be paid based on the following rates:

- * \$60,450
- ** \$62,705
- *** \$64,957

**SCHEDULE B –
2020-2021
TEACHER ANNUAL SALARY SCHEDULE**

STEP	BS/BA	BS/BA+15	BS/BA+30	MA/BA+54	MA+15	MA+30	MA+60/Specialist/ Psychologist
A	44,064	44,544	45,224	46,587	49,320	51,367	52,732
B	45,908	46,587	49,320	50,685	53,415	54,779	56,816
C	46,587	49,320	50,685	52,049	54,779	56,828	59,559
D	49,320	50,685	52,049	53,415	56,143	58,194	60,923
E	52,049	53,415	54,099	58,410	61,143	63,191	65,920
F		54,779	56,828	61,143	63,871	65,920	68,650
G		57,647	58,194	63,871	66,601	68,650	71,381
H			60,923	66,601	69,334	71,381	74,110
I			63,653	69,334	72,064	74,110	76,842
J				72,064	74,794	76,842	80,336
K				74,929	77,250	79,571	83,873
L				77,796	80,526	82,860	86,670
M	*	**	***	80,982	83,774	86,901	91,759

Note: Only employees in these cells on 6/30/05 will be paid based on the following rates:

- * \$61,191
- ** \$64,304
- *** \$66,613

**SCHEDULE C –
2019-2020
NURSE HOURLY SALARY SCHEDULE**

Step	BA	BA+30	MA
A	30.71	30.71	31.90
B	31.26	32.51	33.40
C	31.81	33.40	34.30
D	32.36	34.30	35.18
E	32.94	35.65	38.49
F	33.49	37.45	40.29
G	34.06	38.34	42.10
H	34.64	40.15	43.88
I	35.16	41.92	45.69
J	40.51	42.90	48.57

In addition to the above rate to which they are entitled, nurses shall be eligible for longevity pay according to the following schedule:

2019-2020 Longevity Eligibility Criteria	Hourly Longevity Pay
Seniority date between 7-2-97 and 7-1-2006	\$3.55
Seniority date on or before 7-1-97	\$4.96

**SCHEDULE D –
2020-2021
NURSE HOURLY SALARY SCHEDULE**

Step	BA	BA+30	MA
A	31.49	31.49	32.72
B	32.05	33.34	34.25
C	32.62	34.25	35.18
D	33.18	35.18	36.07
E	33.78	36.56	39.47
F	34.34	38.40	41.32
G	34.92	39.32	43.17
H	35.52	41.17	45.00
I	36.06	42.99	46.86
J	41.55	44.00	49.80

In addition to the above rate to which they are entitled, nurses shall be eligible for longevity pay according to the following schedule:

2020-2021 Longevity Eligibility Criteria	Hourly Longevity Pay Differential
Seniority date between 7-2-98 and 7-1-2007	\$3.64
Seniority date on or before 7-1-98	\$5.09

**SCHEDULE E –
2019-2021
CO-CURRICULAR SCHEDULE**

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9
2019-2020	\$7,350	\$6,434	\$5,515	\$4,595	\$4,207	\$3,279	\$2,333	\$1,512	\$1,059
2020-2021	\$7,537	\$6,598	\$5,656	\$4,712	\$4,314	\$3,363	\$2,392	\$1,551	\$1,086
HIGH SCHOOL HEAD	Basketball Dance Team Football Gymnastics Hockey Instr. Music Swimming Theater Manager Volleyball Weight Training (Full Year) Wrestling	Baseball Competition Cheerleader Debate Figure Skating Soccer Softball Speech Track	Alpine Ski Bravo Broadway Cross Country Encore Golf Lacrosse Musical Nordic Ski OnStage Tennis Vocal Music Yearbook	Academic/Quiz and Knowledge Bowl Adapted Athletics Full Length Play Newspaper	Dance Performing Arts DECA FCCLA (FHA) Family Careers Student Council	BPA Concessions Driver Ed Supervisor FIRST Robotics Competition Math League Mock Trial Science Olympiad SES Yearbook Advisor	ALC DECA ALC Student Council Dance Show Flag Corps Advisor Ice Show Coordinator Literary Magazine National Honor Society One-Act Play SADD SES Student Council Sideline Cheerleader	Chess (Season) Rocket Team (TARC) Summer Driver Ed Supervisor	Lego Robot League National Art Honor Society National Forensic League Prom Advisor Step Team
HIGH SCHOOL ASS'T. 9TH GRADE			* Basketball Dance Team Football Gymnastics Hockey Instr. Music Swimming Volleyball Wrestling	* Baseball Competition Cheerleader Debate Soccer Softball Speech Track	Alpine Ski Bravo Broadway Cross Country Encore Golf Lacrosse Musical Nordic Ski OnStage Tennis	Adapted Athletics Full Length Play Student Council Vocal Music Yearbook Weight Training (Season)	FIRST Robotics Competition Math League Newspaper Science Olympiad	Dance Show One-Act Play	Sideline Cheerleader
			*Includes 9th Grade Coaches with additional varsity assistant responsibilities.		9th Grade Coach				

**SCHEDULE E –
2019-2021
CO-CURRICULAR SCHEDULE
(Continued)**

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9
2019-2020	\$7,350	\$6,434	\$5,515	\$4,595	\$4,207	\$3,279	\$2,333	\$1,512	\$1,059
2020-2021	\$7,537	\$6,598	\$5,656	\$4,712	\$4,314	\$3,363	\$2,392	\$1,551	\$1,086
MIDDLE SCHOOL HEAD						Basketball Cross Country Musical Soccer Speech Swimming Tennis Track Volleyball Wrestling Yearbook Advisor	Band Choir Full Length Play Student Council	Chess Children’s Theater Equipment Mgr. (Season) Math League Math Counts Newspaper	Destination Imagination Future Cities Lego League
MIDDLE SCHOOL ASS’T.							Basketball Cross Country Soccer Swimming Volleyball Wrestling Tennis Track	Full Length Play Musical Speech Yearbook Photographer	
ELEMEN-TARY						School Patrol			Destination Imagination Future Cities Lego League School Patrol Ass’t. Student Council Yearbook

**SCHEDULE F –
2019-2021
ADDITIONAL SERVICES**

Hourly Rate Teachers

Teachers who perform additional services by teaching, leading, or directing, including after-school detention, after-school building supervision, and dance chaperone, shall be paid at the following rates: \$30.26 per hour (2019-2020) and \$31.03 per hour (2020-2021).

Special Supervisory/Chaperone Assignments

Teachers employed for the following Special Supervisory/Chaperone Assignments outside of the normal workday shall be paid at the rate of \$32.83 per event (2019-2020) and \$33.67 per event (2020-2021). Teachers employed at events that are 3 ½ hours or more will be paid \$48.27 per event (2019-2020) and \$49.50 per event (2020-2021):

Bus Chaperone

Sixth and Ninth Grade Orientation and Elementary Open House, D.A.R.E. graduation or Tech Fair

Chaperone - Elementary Programs (Physical Education, Music, Reading)

Curricular-Related Assignments

Club Advisor: \$294 per trimester (2019-2020); \$301 per trimester (2020-2021)

Additional Secondary Teaching Assignment (full year): \$6,153 (2019-2020); \$6,310 (2020-2021)

Elementary Technology Contact: \$2,333 (2019-2020); \$2,392 (2020-2021)

Elementary Band: \$2,333 (2019-2020); \$2,392 (2020-2021)

Mileage

Teachers shall be reimbursed for all private automobile usage that is incurred in connection with ISD 196 at the rate per mile that was excludable from federal income tax (IRS allowable rate) on the date of such usage.

Department Coordinators/Team Leaders

Formula to determine salaries:

Assigned FTE	2019-2020 Pay	2020-2021 Pay
0	481	493
0.1 – 2	1,622	1,663
2.1 – 4	1,862	1,909
4.1 – 6	2,102	2,156
6.1 – 8	2,342	2,402
8.1 – 10	2,582	2,648
10.1 – 12	2,821	2,893
12.1 – 14	3,052	3,130
14.1 – 16	3,304	3,388
16.1 – 18	3,543	3,633
18.1 – 20	3,783	3,879
20.1 – 22	3,904	4,004
22.1 – 24	4,023	4,126
24.1 and over	4,263	4,372

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

DAKOTA COUNTY UNITED EDUCATORS

INDEPENDENT SCHOOL DISTRICT 196

Kate Schmidt
President

Jocelyn K. Magnuson
Chairperson

Jenifer B. Jam
Secretary

Sachin Isaac
Clerk

Robin M. Mikiska
Chief Teacher Negotiator

Ratified this 18 day of Nov., 2019

K. Lagarde
Teacher Negotiator

Lia Ess
Teacher Negotiator

W. D. Munn
Teacher Negotiator

Heather M. Jensen
Teacher Negotiator

Kawyanet
Teacher Negotiator

Thomas Snyder
Teacher Negotiator

K. A. Ze
Teacher Negotiator

Ratified this _____ day of _____

LETTERS OF UNDERSTANDING

COMPONENTS OF THE QUALITY COMPENSATION PAY SYSTEM (Q-Comp) FOR TEACHERS:

Whereas, Minnesota Statutes 122.A.413 – 122A.415 provide for Quality Compensation aid, and
Whereas, District 196 and Dakota County United Educators have jointly prepared the appropriate application for such additional revenue and it was approved;
Now, therefore, Dakota County United Educators and School District 196 hereby agree to implementation July 1, 2007 of a program for Quality Compensation (Q-Comp) and shall become part of the Master Agreement as a Letter of Understanding.

All probationary and non-probationary continuing contract teachers who are hired prior to December 1st each year are required to participate in Q-Comp. All individuals employed in a combination teacher/AA position whose teacher assignment is 50% or greater are required to participate in Q-Comp. All teachers hired as a long-term substitute or retiree on a 120 or more duty day contract are required to participate in Q-Comp. All other long-term substitute and retiree teachers are not eligible to participate in Q-Comp.

Individual teacher Q-Comp pay totaling \$2000 annually will be awarded to all full time teachers who meet the following criteria: (Part time teachers, teachers who resign or retire prior to the end of their duty year, and teachers who are granted unpaid leave in excess of five days, who meet the criteria will be compensated on a pro rata basis.) Q-Comp pay will be determined annually and is not included within a teacher's continuing contract.

1. Level One - Approved Individual Growth Plan (IGP) \$100 (5%)

Teachers use student achievement data to write an annual Individual Growth Plan (IGP), which is to align/support student achievement goals, site goals and personal growth goals. Approval of the teacher's IGP is the responsibility of the Site Educational Improvement Plan Committee and the Peer Leader. The approval of the teacher's IGP receives the Level One individual allocation (5%).

2. Level Two - Student Achievement Gain \$100 (5%)

If the student achievement goal within the Individual Growth Plan of the teacher is met, the teacher will receive the Level Two individual allocation (5%).

3. Level Three - Approved Performance of the Teacher Professional Development Goal and Action Plan \$1700 (85%)

If improved instructional skills are evidenced and the teacher demonstrates progress as defined in the Q-Comp plan by participating in three classroom observations, showing evidence of implementation of the IGP, and the teacher reaches the proficient level of performance in Danielson's rubric in all components of the IGP, then the teacher receives the Level Three individual allocation (85%).

4. Level Four - Site Student Achievement Goals \$100 (5%)

If a site achieves the site student achievement goal (s), then staff assigned to the site will receive the Level Four allocation (5%).

STEP ADVANCEMENT

Section 6.6.1 will be replaced with the following language for eligible teachers:

6.6.1.2 All eligible teachers shall receive a step advancement if they are employed the following year without a break in service and reached the proficient level of performance on the Danielson rubric.

This determination made by the participant and Peer Leader is summative based on their Q Comp activities (observations, professional focus and action plan) throughout the year.

Intent Statement

This language summarizes the present Q-Comp agreement where a participant writes an Individual Growth Plan (IGP) with a student achievement goal and a professional development focus and is observed, based on their FTE, by a Peer Leader.

The participant and Peer Leader work together throughout the year for the participant to reach proficient on their Q-Comp activities (observations, professional focus and action plan).

The determination will be mutually agreed upon.

Payouts:

Write an approved IGP with student achievement goals	\$100
Student achievement goal is reached	\$100
Site achieves its goal	\$100
Participant and Peer Leader determine proficiency and increment advancement if applicable	\$1700

LEADERSHIP POSITIONS:

1. Peer Leaders

Selection of approximately 30 peer leaders is made using an application/interview process conducted by a joint district/union selection committee. Anyone who is a non-probationary, continuing contract (tenured) teacher in ISD 196 is eligible to apply for a peer leader position.

This is a full-time release position, with staggered terms of up to five years in duration, before returning to the classroom. Peer leaders will receive their contracted pay, and are eligible for Q-Comp pay.

2. District Educational Improvement Plan (EIP) Committee Member

Five members of this committee are to be appointed by DCUE and five members appointed on behalf of the district. The EIP committee members are responsible for the oversight of the Q-Comp pay system.

3. Site Educational Improvement Plan Committee Member

Each site shall determine the appropriate number of members to be elected in the building to coordinate staff development opportunities and write site goals and coordinate collegial teams. The site EIP members are eligible for a stipend of \$200. Each site committee will include an administrator from the site. Administrators are not eligible for the \$200 stipend. The committee will review and approve IGPs for individual teachers to check for the alignment/support of individual, site and district goals based on site and district educational improvement plans.

4. Q-Comp TOSA

The Q-Comp teacher on special assignment (TOSA) would be released full-time to oversee implementation and continuing development of the plan.

DISPUTE RESOLUTION:

Any eligible teacher denied any/all parts of the Individual Growth Plan (IGP) has the right to an appeal of the decision. A teacher must request an appeal, in writing, within seven (7) calendar days of the notification of denial of any/all parts of the Individual Growth Plan (IGP). An appeal must be registered in the Human Resources department by 4:30 p.m. on the seventh calendar day following the notice of denial. The appeal will be heard by the Appeals Panel which is a subcommittee of the District Educational Improvement Plan team. The Appeals Panel consists of four (4) people; two (2) appointed by the DCUE and two (2) appointed by the Superintendent.

At a meeting, the Appeals Panel will consider the concerns from the teacher; the reasons for denial presented by a Peer Leader and examine the assessment of the intended outcome/goal of the IGP. The Panel will need three (3) votes to overturn a decision of the Peer Leader. The Appeals Panel will set dates to meet as necessary after receipt of the written request from the teacher. The summary and decision of the Appeals Panel will be communicated in writing to the teacher, the Peer Leader and the site EIP Team within seven (7) calendar days of the meeting. The decision of the Appeals Panel is subject to the grievance process of the Master Agreement provided the appeal process was followed as outlined above.

EXIT STRATEGY, COVERAGE AND AMENDMENTS:

The Q-Comp pay system is a two-year program. It shall automatically sunset on June 30, 2019 unless renewed by the mutual agreement of the School District and DCUE.

The Q-Comp pay system for teachers shall be approved on a continuing basis by the Minnesota Department of Education and funded based on continuing revenue from state and the local tax levy as specified pursuant to Minn. Stat. § 122A.413- 122A.415. If full funding or PELSB approval is not available, the School District shall have the option to fund the program in another manner or immediately terminate the Q-Comp pay system without further action or negotiation. The School District election to terminate the program will not be appealable or grievable.

The elements and compensation levels may be adjusted only through the collective bargaining process between the district and the union.

FURTHER INFORMATION:

Additional detail regarding the Q-Comp pay system can be found in the Q-Comp pay application approved by the Minnesota Department of Education.

E-LEARNING DAYS

The parties agree to form a joint committee to research e-learning days over the course of the 2019-21 agreement. The parties will report findings and recommendations to the Superintendent and the DCUE President prior to April 1, 2021.

The parties agree that this agreement will sunset when the 2021-23 agreement is signed.

CLUB ADVISORS AND CO-CURRICULAR ACTIVITY

The parties agree to form a joint committee to study the following:

- Assignment and payment amounts for club advisors
- Define requirements to qualify as a club
- Define requirements to qualify as a co-curricular activity
- Make recommendations regarding any realignment of clubs and co-curricular activities

The committee shall make recommendations relative to the information gathered and the potential changes to the DCUE President and the Superintendent to be considered during the negotiation of the 2021-23 Master Agreement.

NURSE'S SALARY SCHEDULE

The parties agree to form a joint committee to study possible modifications to the structure of the nurse's salary schedule over the course of the 2019-21 agreement.

The parties will report findings and recommendations to the Superintendent and the DCUE President prior to April 1, 2021.

The parties agree that this agreement will sunset when the 2021-23 agreement is signed.

SUPERVISOR-ATHLETIC EVENTS

The parties agree to remove the Supervisor-Athletic Events from Schedule F and place into this memorandum of agreement. This is intended to allow the School District to pay the individuals performing these duties based upon the School Board approved wage rates in the Substitute and Temporary Wage Rate schedule.

The parties also agree that during the term of this memorandum of agreement the School District will not require employees covered by this bargaining agreement to perform these duties nor are they required to offer these duties to these employees. However, these employees may agree to perform these duties for the wages identified in the Substitute and Temporary Wage schedule.

The parties shall make a recommendation as to whether or not this provision will remain in the 2021-23 Master Agreement. Absent an agreement, the language defining pay for the Supervisor-Athletic Events shall return to Schedule F.

STRATEGIES FOR NURSES AND SPECIAL EDUCATORS

This Letter of Understanding is entered into between ISD 196 and DCUE.

The following are strategies that ISD 196 and DCUE have developed to address areas of concern.

Nurses

The parties agree to:

- Continue to allow nurses to trade hours from non-student contact days when their attendance is not required by the building administrator or health services coordinator.
- Protect preparation time and lunch except in emergencies.
- Provide additional support to buildings as determined by the health services coordinator.
- Provide substitutes upon request, after consultation with the principal and coordinator, for staff training and special education assessments.
- Continue mentor program for new nurses.
- High school nurses are to work with their building principal if they need clerical support.

Special Education

The parties agree to:

- Provide elementary special education teachers up to fifty (50) minutes during the workday per week, or a one half day substitute per trimester, to work on due-process paperwork.
- Elementary teachers who need greater than fifty (50) minutes per week must request prior approval from the principal and the special education coordinator.
- Provide middle school special education teachers up to twenty-five (25) minutes every other day, or a one day substitute per trimester, to work on due-process paperwork.
- Continue to work to address extra time for due-process paperwork in the middle schools.
- Additional substitutes may be provided upon request to stay in compliance with due process paperwork.
- Distribute the Strategies for Special Educators document to all special educators in the District.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The parties agree to the strategies listed above on a trial basis during the 2019-2020 and 2020-2021 school years only.
2. Any situation where these strategies are not followed will be looked into by the DCUE President and appropriate director.

3. ISD 196 and DCUE will determine if this Agreement and any modifications to it should continue into the 2021-2023 Master Agreement through the collective bargaining process.
4. This Agreement will sunset when the 2021-2023 Master Agreement is signed.