

**INDEPENDENT  
SCHOOL DISTRICT**

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**834**

# **Master Contract**

**2017-2018  
2018-2019**

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**ST. CROIX EDUCATION ASSOCIATION**

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## ARTICLE I

### PURPOSE OF CONTRACT

This Master Contract is entered into between the School Board for Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the School Board), and the Saint Croix Education Association (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employment Labor Relations Act (P.E.L.R.A.) as amended to provide the terms and conditions of employment for teachers during the term of this contract.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1 - RECOGNITION:** In accordance with the P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of teachers employed by the School Board of Independent School District 834. The Association as exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this contract.

**Section 2 - APPROPRIATE UNIT:** The exclusive representative shall represent all of the teachers of the District in the appropriate unit as defined in Article III of this contract. The School Board agrees not to meet with individual teachers for the purpose of negotiating or negotiate with or recognize any teachers' organization other than the SCEA so long as the SCEA is the duly authorized exclusive representative of the teachers of this district. This section is not in conflict with the provisions of Article V, Section 1.

**Section 3 - SELECTION OF NEGOTIATORS:** Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

## ARTICLE III

### DEFINITIONS

**Section 1 - TERMS AND CONDITIONS OF EMPLOYMENT:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of employees. In the case of professional employees, the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

**Section 2 - TEACHERS:** Teacher shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed/certified by the State Board of Teaching and including occupational therapists, physical therapists, nurses, those on approved leaves of absence, substitute teachers who work more than thirty days a year for a particular teacher and teachers employed in newly created positions. The term teacher, as used herein, shall not include the superintendent, other district administrative personnel, principals, assistant principals, directors, and supervisory employees who devote more than 50% of their time to administrative or supervisory

duties, confidential employees, essential employees, and such other employees excluded by law.

**Section 3 - QSC:** The Quality Steering Committee (QSC) shall refer to a committee of teachers and administrators selected to meet and confer on non-economic conditions of employment.

**Section 4 - SCHOOL YEAR:** The term "school year" shall mean those days between and including the dates on which individual contractual teacher duties begin and end.

**Section 5 - WORKING DAY:** The term "working day" shall mean any day, Monday through Friday, inclusive, and including the summer months, except those days designated as major legal holidays by State law.

**Section 6 - SUBSTITUTE TEACHER:** The term "substitute teacher" shall mean any teacher who takes the place of a teacher who is absent from work for less than one year.

**Section 7 - UNDEFINED TERMS:** Terms not defined in this agreement shall have those meanings defined by the P.E.L.R.A.

#### **ARTICLE IV**

#### **SCHOOL BOARD RIGHTS**

**Section 1 - MANAGEMENT RIGHTS:** The exclusive representative recognizes that the School Board 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.

**Section 2 - MANAGEMENT RESPONSIBILITIES:** The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunity for the students of the school district.

**Section 3 - EFFECT OF RULES, REGULATIONS, LAWS AND POLICIES:** The exclusive representative recognizes that all employees covered by this contract shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this contract and recognizes that the School Board, all employees covered by this contract, and all provisions of the contract are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this contract found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect. References to State and Federal laws or rules and regulations of State or Federal agencies are not intended to incorporate such laws, rules and regulations into this contract by reference.

**Section 4 - RESERVATION OF MANAGEMENT RIGHTS:** The functions of management are reserved and unencumbered except as limited by the terms of this contract.

## **ARTICLE V**

### **TEACHER RIGHTS**

**Section 1 - EXPRESSION, RIGHTS AND LIMITS:** Nothing contained in this contract shall be construed to limit, impair, or affect the right of any teacher or their 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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against their will.

**Section 2 - RIGHT TO JOIN:** Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right of secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board.

**Section 3 - DUES CHECKOFF:** Teachers shall have the right to request and be allowed dues and contribution check off only to the Association. Upon receipt of a properly executed authorization card of the teacher involved, and notification of the amount to be withheld, the School District will deduct from the teacher's paycheck the due amount. The initial authorization shall continue in effect from year to year with the dues determined by the Association unless revoked by the teacher in writing between June 1 and September 1 of any year. All monies withheld shall be paid to the local organization within fifteen working days pursuant to the authorization and notification of dues amount provided herein. The SCEA agrees to furnish the school district with a list of members of the SCEA from time to time and to furnish any other information needed by the board to fulfill the provisions of this article, and not otherwise available to the School Board. Upon receipt of a properly executed authorization card of the member involved, the school district will deduct from the member's paycheck the amount the member has agreed to contribute to the NEA Fund for Children and Public Education. The school district is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to NEA.

**Section 4 - FAIR SHARE:** Upon request of the Association, the School Board shall deduct a fair share fee, as determined by the Association, from the pay of any teacher who is not a member of the Association or who does not make application within thirty calendar days from the date of commencement of teaching duties. Deductions for fair share will be made in equal amounts or equal accelerated amounts from the regular paychecks commencing on the second pay period in October and ending no later than the first pay period in June of each school year and remitted to the Association within fifteen working days of each deduction and accompanied by an alphabetical list of teachers for whom such deductions have been made. Deductions for fair share for teachers employed after September 15 of any year, who do not join within 30 days of employment, will be made beginning with the next regular pay period of the month, and ending the first pay period in June.

**Section 5 - COPYRIGHTING AND PUBLISHING:** The School Board of Independent School District 834 encourages the professional staff to develop new and creative educational materials, ideas, and activities. Should an employee of the District produce instructional materials of a

published quality and should the employee initiate the publication of said materials, all royalties accrued from such are the property of the employee. District 834, however, retains the right of usage of said materials without cost to the district. Because of the many legal implications of copyrighting and publishing, an employee submitting work for publication should, prior to signing a publishing contract, notify the School Board about the intention to publish so that all conditions between the district and employee can be clarified.

**Section 6 - CONSTITUTIONAL AND LEGAL JURISDICTION:** No provision of this master contract shall be construed as a waiver of any right enjoyed by teacher or other employee covered under this master contract and/or under the constitutions of the State of Minnesota and of the United States, local, county, state and federal laws, and rules and regulations of local, county, state and federal agencies. This section is not intended to incorporate the State and Federal Constitution, State or Federal laws or rules and regulations of governmental agencies, other than the School Board of Independent School District No. 834 into this contract by reference. Any provision of this master contract found by an appropriate agency or court to be in violation of any provision of the constitutions of the State of Minnesota or of the United States or of any local, county, state or federal law, or of any rule or regulation of any local, county, state or federal agency shall be voided to the extent necessary to compel compliance with the violated provision.

**Section 7 - TEACHER DISCIPLINE:** The school district recognizes the concept of progressive discipline as appropriate. Progressive discipline may include, but is not limited to oral reprimand, written reprimand, notice of deficiency, suspension or discharge. The district reserves the right to exercise a level of discipline consistent with the seriousness of the infraction.

**Subd. 1** - A teacher shall be entitled, and so notified in writing, of a right to Union representation during any investigatory meeting that could result in discipline. "Investigatory meeting" is defined as a meeting called by the School District when it believes that it may have just cause to impose discipline or issue a notice of deficiency. Any notice of deficiency should include written indicators of expected improvement. When a request for representation is made, no action shall be taken with respect to the teacher until such representation from the Association is present. Provided, however, the Association must furnish an appropriate representative to participate in the required meeting within 48 hours of the initial request.

**Subd. 2** - No teacher will be suspended without pay unless there is just cause. Such period of unpaid suspension will not exceed 30 days. If the District contemplates suspension without pay of a teacher, a District representative and the supervisor involved will meet with the President of the Association or designee and one other Association representative designated by the Association President to review the circumstances. If the District's decision is to suspend a teacher, the Association and the teacher involved will be notified in writing. At the request of the Association, the matter will be submitted directly to arbitration (Section 6 of the grievance procedure).

**Subd. 3** - The School District will notify the Association President in writing when a teacher is suspended with pay.

**Section 8 - PERSONNEL FILES:** Pursuant to M.S. 122A.40, Subd.19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during the regular school business hours to each individual teacher upon reasonable notice. Documents placed in the file shall be dated. The teacher or representative, authorized in writing, shall have the right to district provided copies of the contents of the files at the teacher's expense. No material involving evaluation, notice of reprimand or deficiency, or letters may be placed in a

teacher's file without first providing the teacher with an opportunity to attach a response thereto. The District is encouraged to continue placing material in the teacher's personnel file on a timely basis. Teachers are encouraged to include a timely response in the file to any material which they feel is false or substantially inaccurate. Teachers may challenge documents in their personnel file pursuant to MS 122A.40, Subd. 19. The School Board and the Association agree that a teacher shall at all times be entitled to have present, representation from the Association.

**Section 9 - FREEDOM OF DISCUSSION:** Teachers are free to present instructional materials which are pertinent to the subject and level taught, and are within the District approved course objectives. Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence. Material known to be controversial, which is relevant to the course content, may be introduced into classroom presentations and discussions after consultations with and approval by the building principal. Such material should be suitable to the student's background and maturity, and the teacher shall present or arrange for the presentation of both sides of issues in which there exist conflicting opinions.

**Subd. 1** - Recognition is given to the fact that citizens of the District have the right to confer with the school administration when convinced that unfair and prejudiced presentations are being made by any teacher. Said teacher(s) shall be fully informed by the appropriate school administrator as soon as possible regarding all aspects of the conference. All subsequent conferences relating to the specific allegations will be attended by the teacher(s) involved and may include, upon teacher request, representation from the Association.

**Subd. 2** - The School Board shall provide a fair hearing whenever in the judgment of the board materials of instruction or the work of an individual teacher are seriously attacked by individuals or organized groups.

Any teacher(s) who is giving instruction in a field involving alleged controversial issues in accordance with the provisions of this section, shall have the support of the School Board unless the Board determines that such criticism is justified.

**Subd. 3** - Any complaint made against a teacher or teachers by citizens of the School District involving selection and use of instructional materials may not be used in the evaluation of the teacher if the teacher(s) followed the procedures established in the District's instructional materials policy. Neither will such complaints, either formally written or summarized, be placed in the file of the teacher(s) against whom a complaint has been made.

**Section 10 - EVALUATION PROCEDURES:** The School Board, Administration and the St. Croix Education Association agree that teacher evaluation is for the benefit and growth of teachers and the improvement of instruction. The District will work with the Association to mutually establish processes and procedures for evaluation, including modifications to existing policies. The existing policies shall continue until mutually modified. The District's evaluations shall be consistent with these established procedures. If the evaluator will be recommending that the staff member not be retained, the written evaluations for that staff member must be completed by the evaluator on or before April 15. The District will not use evaluations generated through mentorship programs or program review aspects of any accrediting agency in the preparation of any letters of deficiency.

**Section 11 - PEER REVIEW:** The peer review process shall be subject to negotiations with the Association to the extent required by Minnesota Statutes.

## ARTICLE VI

### ASSOCIATION RIGHTS

**Section 1 - AUTHORIZED REPRESENTATIVES:** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school activities.

**Section 2 - USE OF SCHOOL FACILITIES AND EQUIPMENT:** The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association agrees to pay reasonable cost for materials, supplies and custodial services incidental to such use.

**Section 3 - COMMUNICATIONS:** The Association shall have the right to post notices of activities or matters of Association concern on teacher bulletin boards. The Association may use the district technology, mail service and teacher mailboxes for communication to teachers. The Association shall have the right to meet with all new teachers at a central location for one hour during one of the new teacher's staff development days.

**Section 4 - USE OF SCHOOL BUILDINGS:** Unless on strike, the Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided such use does not interfere with a previously scheduled school or community activity.

**Section 5 - NECESSARY INFORMATION:** The School Board agrees to make available to the Association on reasonable notice, appropriate information necessary for the Association to exercise its responsibilities as exclusive representative.

**Section 6 - ASSOCIATION LEAVES:** Officers and representatives of the Association shall be granted 25 paid leave days when necessary to attend meetings or otherwise conduct the business of the Association as exclusive representative. Association leave days requested in excess of 25 days will be granted such officers and representatives with the Association reimbursing the district for the cost of the substitute if one is necessary. The Association agrees to notify the superintendent, or designee, in writing at least two days prior to the use of such leave.

#### **Section 7 - PRESIDENT LEAVE TIME:**

**Subd. 1** – The president of the SCEA will be granted association leave in the form of release time from his/her teaching position. The association leave shall be up to .6 FTE and must be used for conducting the business of the Association.

**Subd. 2** – The SCEA will reimburse the District for the association release time at a pro-rated rate at the BA 0/Step 1/A salary rate. Such reimbursement will be paid on a monthly basis beginning November and continuing through June each year.

**Subd. 3** – The District agrees to allow the president to maintain eligibility as a part of the group insurance plan as if they were a 1.0 FTE teacher. The SCEA will reimburse the District \$2,000 per year for group insurance plan.

**Subd. 4** – The SCEA will notify the District in writing no later than April 1, as to who the president will be for the following school year, and the amount of association release time, not to

exceed .6 FTE. Upon mutual agreement, this timeline may be waived in extenuating circumstances.

Subd. 5 – The teacher serving as the SCEA president shall retain rights to his/her position.

## **ARTICLE VII**

### **COMPENSATION & SALARY SCHEDULE**

**Section 1 - SALARY SCHEDULES:** The wages and salaries reflected in the schedules in Appendices A-1, A-1Q, A-2, A-2Q, and B shall be a part of this contract.

**Section 2 - SCHEDULE PLACEMENT:** No new teacher shall be hired at a salary higher than the cost of any teacher already employed in District 834 possessing the same experience and training.

#### **Section 3 - PAY OPTIONS:**

Subd. 1 - Teachers will be paid twice per month. Any changes from the current pay dates may occur after discussion and agreement with the SCEA. If a pay date falls on a Saturday, Sunday, or holiday, checks will be issued to teachers on the last workday immediately preceding. Regular paychecks shall be delivered by electronic deposit.

Subd. 2 - Teachers may elect to receive payment for the eleventh and twelfth months on the last pay date in June of each year. The option, or change in option, to receive summer checks early must be made in writing to the business office by April 1 of the prior school year.

**Section 4 - EXPERIENCE CREDIT/PERFORMANCE INCREMENTS:** Teachers shall be granted experience credit/performance increments on the salary schedule according to the following provisions:

Subd. 1 – Teachers, including re-employed teachers, shall be granted experience credit for each year of teaching in District 834 schools, including approved leaves of absence for which experience credit is provided. Under the QComp Plan, teachers shall be eligible for performance increments in accordance with the Plan and the QComp MOU provided as a part of this Master Contract. Any contractual service for at least one semester or its equivalent shall be recognized as a year of experience on the salary schedule.

Subd. 2 –Incoming teachers will receive full credit for each year of outside experience in an educational setting, not to exceed nine years. Other relevant experience may be applicable subject to the above limitations. Any contractual service for at least one semester or its equivalent shall be recognized as a year of experience on the salary schedule.

#### **Subd. 3 – Substitute Teachers**

- A. Casual Substitutes: Substitute teachers who work less than 30 days in any assignment will be paid according to the district established substitute rate and are not part of this contract.
- B. Occasional Substitutes: Any substitute teacher whose employment period spans at least 30 consecutive school calendar days, but less than one-half the teacher duty days in a school year, in the same assignment, will be paid in accordance with Appendices A-1 and A-2 and receive experience credit as outlined in Subd. 2 of this Section.



- C. Long Term Substitutes: Any substitute teacher whose term of employment is known to be one-half (1/2) or more of the teacher duty days in a school year, in the same assignment, shall be employed by a written contract as provided in paragraph 6 in the individual teaching contract attached as Appendix E, will be paid in accordance with Appendices A-1 and A-2, and will be credited with experience in accordance with Subd. 1 or Subd. 2 of this Section.

Subd. 4 - Teachers shall be granted experience credit/performance increments for active military service up to a maximum of three years of credit, provided that such active service was for a period of at least nine months and provided that the teacher taught at least one year prior to the active service.

Subd. 5 - Teachers shall be awarded experience credit/performance increments only after contract negotiations have been completed.

**Section 5 - LANE PLACEMENT**: Teachers shall be placed on the salary schedule according to the following provisions:

Subd. 1 - Effective with the 2003-2004 school year, a teacher's initial lane placement on the salary schedule shall include graduate credits that are relevant to his/her area of license or assignment.

Subd. 2 - Credits to be considered for application on the salary schedule shall be related to the teaching assignment, guidance, media, or administration. Credits must be those awarded by an accredited college or university, designated for local approved in-service classes, or assigned for approved travel experience. Travel experiences are limited to a maximum of three credits per lane change and will require that the teacher submit for prior approval, an itinerary and general explanation of how the experience will enhance their classroom curriculum. Prior to granting of credits, the teacher will be required to submit to Human Resources, for review by the Teaching and Learning Division, a detailed portfolio of their travel experiences and how they will be integrated into their classroom curriculum. A teacher will not be eligible to earn credit for lane change through the auditing of a course for which no credit is earned by said teacher.

Subd. 3 - All credits to be considered for application on the salary schedule must be approved by the superintendent, or designee, in writing prior to taking the course or within five days of the first class meeting.

Subd. 4 - Individual contracts will be modified to reflect qualified lane changes twice every school year effective as of September 1 and February 1 providing a transcript of qualified credits is submitted to the Human Resources office no later than October 15 and March 1. Retroactive payments for adjustments to salary shall be paid in a lump sum no later than November 15 and March 31. Subsequent payroll checks will be calculated based on the new salary. Credits submitted by transcript after an eligibility date, even though otherwise qualifying, shall not be considered until the following eligibility date.

Subd. 5 - The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 6 - Teachers shall be awarded lane change credit only after contract negotiations have been completed.

**Section 6 - NATIONAL BOARD CERTIFICATION:** Any teacher who holds certification by the National Board of Teaching shall receive a \$1,500 stipend for each year the certification is maintained. Payment for such certification shall be made in conjunction with and pro-rated over the employee's regularly scheduled salary payment, effective on September 1 or March 1, following the date Human Resources receives proof of certification. Teachers becoming eligible for certification effective March 1 shall receive a pro-rated amount of \$750 for the first year, and the full \$1,500 stipend beginning the following September.

**Section 7 - PART-TIME COMPENSATION:** Teachers who are employed for less than the full day shall be compensated on an FTE basis pro-rated for each period of instruction to which they are assigned and may be assigned a pro-rata share of additional responsibilities, pursuant to Article XII, Section 7 of this contract.

**Section 8 - PREP TIME SUBSTITUTE PAY:** Teachers who are requested by their building principal and agree to use planning or preparation time to substitute for a teacher or specialist who is absent shall be compensated for such duty at the rate specified in Appendix B.

**Section 9 - EXTENDED TIMES AND DIFFERENTIALS:**

Subd. 1 - Counselors, social workers, and psychologists hired into such positions prior to July 1, 2007, shall be compensated at the rate of 1.036 times the basic scheduled salary. Employees may work additional weeks beyond the regular school year as needed to complete regular assignments when arranged by the administration and compensated according to Subd. 2.

Subd. 2 - When it is necessary to extend employment to regular staff members beyond the regular school year, such staff members will receive prorated pay.

**Section 10 - INTERN COMPENSATION:** An intern participating in a recognized graduate level institutional intern training program and employed by the District to fill a position for which the intern is properly licensed for a period of one school year or less shall be paid 50% of BA step 1 base salary. Such intern position shall not replace a regular licensed teacher. The intern shall be entitled to receive, for the period of actual employment, sick leave and individual health and hospitalization insurance benefits as provided in Article IX Section 3, under terms identical to those provided other regular contract teachers.

**Section 11 - MILEAGE:** To promote compliance with IRS guidelines, any required travel from one site to another site during the work day will be considered reimbursable mileage. This does not include commuting to or from one's residence. The first site in a teacher's work day shall be the home site which is used for calculating mileage reimbursement for out of district travel. Reimbursement shall be at the rate allowed by the IRS. Reimbursement of the new IRS rate will be effective the first of the month following announcement of the new rate by the IRS.

**ARTICLE VIII**

**SUPPLEMENTAL COMPENSATION**

**Section 1 - COACHING AND ADVISOR ASSIGNMENTS:** Initial assignment to activities involving extra compensation shall be by mutual agreement between the teacher and appropriate administrator in writing on the form provided in Appendices C and D and subject to the provisions stated thereon.

**Section 2 - NEW COACHING AND ADVISOR POSITIONS:** In the event the District establishes any new position, it shall notify the Association President. The Association President and Human Resources shall immediately begin negotiations to determine the point value or classification of each new position. In order to ensure timely posting, the District and the Association shall conclude such negotiations within two weeks from the date of District notification.

**Subd. 1** - A list of all approved advisors and coaches, and the total point value or classification of each activity shall be sent to the Association President at the beginning of each school year.

**Subd. 2** - Clubs or activities that are financed through other funding sources such as grants, community education, PTO, etc. are not included in this agreement and pay rates will be at the discretion of the funding source.

**Section 3 - PAY OPTIONS:** Payment for coaches and advisors covered in Appendices C and D will be paid in a lump sum at the conclusion of the activity, or if designated prior to the start of the activity, prorated equally over the pay periods occurring during the season in which the activity occurs.

**Section 4 - COACHING COMPENSATION:** Compensation for coaches and MSHSL Advisors shall be based on the point system provided in Appendix C.

**Subd. 1** - Elementary activities eligible to receive extra compensation under the terms of this article and as defined by the specific job description of the involved teacher shall be the following: honor band, honor orchestra, student government, school patrol, multi-age level drama-musical productions and additional activities as mutually agreed to by the parties.

**Subd. 2** - The value of each point will be \$165 for the 2017-18 school year and \$172 for the 2018-19 school year. The value of each point will be increased each year by the percentage increase in the base salary schedule.

**Subd. 3** - The total point value of each position must be approved by the Supervisor of Activities in accordance with Title IX and Minnesota State High School League Rules.

**Section 5 - ADVISOR COMPENSATION:** Payment of advisors (except advisors of MSHSL activities, which shall be compensated according to Section 4) will be calculated based on a 1.00 factor of \$5,016 for 2017-2018 and \$5,239 for 2018-2019 for Classification I, as outlined in Appendix D. Compensation for each subsequent classification shall be determined as a percent of Classification I.

**Subd. 1** - Advisors who were on the point system, prior to the implementation of the new advisor pay schedule in 2013-14, who would experience a reduction in pay as a result of moving to the new schedule, will continue to be paid using the point schedule. Their advisor points will be frozen at the 2013-14 number, however, they will receive their points paid out at the annual point value according to Article VIII, Section 4, Subd. 2, until such time as the Advisor Schedule is revised.

Subd. 2 - Advisor positions are not eligible to receive service credit as part of the point classification pay schedules.

## **ARTICLE IX**

### **INSURANCE**

#### **Section 1 - INSURANCE COVERAGE:**

Subd. 1 - For all insurance programs provided by this Master Contract, the School Board will pay the insurance premiums for eligible teachers during each contract year. Each teacher may only be covered under one policy under each of the District's insurance plans, i.e. health and dental. Employees covered as a spouse under a Stillwater School District employee's plan shall be eligible for a VEBA contribution as defined in this Article, until such time as they retire. Coverage will commence September 1 and end on August 31 except that coverage for new teachers shall commence on the first day of actual service. All insurance benefits shall be based on July 1, 2009 group insurance programs including any negotiated modifications. The insurance coverage shall include waiver of premium provisions for life and health and hospitalization insurance when totally disabled, and the opportunity to purchase such insurance if waiver of premium is not applicable.

Subd. 2 - If an employee is approved for partial disability coverage through the insurance carrier, the employee shall be eligible to continue coverage for life, and health and hospitalization insurance, at the level of coverage that they maintained immediately preceding their disability. The employee shall make a monthly contribution toward health and hospitalization insurance in accordance with Article IX, Section 3, based on the employee's FTE at the time of initial disability.

#### **Section 2 - FULL AND PART-TIME DEFINITIONS:**

Subd. 1 - Teachers employed for at least .80 FTE (except in trimester situations it will be .73 FTE) will be considered as full-time employees and eligible to receive all health and welfare benefits. Teachers employed after February 1 will only be eligible for benefits specified in Subd. 2, until September 1 when full benefits will be awarded.

Subd. 2 - Teachers employed for at least .5 FTE, but less than .80 FTE (except in trimester situations it is less than .73) will receive life insurance and short-term disability. They may participate in the group hospitalization program but the School Board contributions toward premium payment will equal 50% of that paid for full-time teachers. They will not be able to receive other health and welfare benefits provided by the District.

Subd. 3 - Teachers employed less than .5 FTE will not be eligible for health and welfare benefits.

Subd. 4 - Occasional substitutes shall not receive insurance or leave benefits. A substitute who has been employed in the same assignment for one-half (1/2) or more of the teacher duty days in a school year shall become eligible for insurance and leave benefits from that point forward, in accordance with Article IX.

Subd. 5 - Any long term substitute teacher whose term of employment is known to be one-half (1/2) or more of the teacher duty days in a school year at the time of employment shall receive all benefits (insurance, sick leave, personal leave and vacation leave) provided in this master contract.

### **Section 3 - HEALTH AND HOSPITALIZATION INSURANCE:**

Subd. 1 - The district shall provide a monthly contribution toward the premium for single or family insurance for full time employees who qualify for, and are enrolled in, the District's group health and hospitalization plan. The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

#### **Non-high deductible plan:**

Effective July 1, 2017: Up to \$1,605 per month

Effective July 1, 2018: Up to \$1,652 per month

#### **High deductible/HRA/VEBA plan:**

Effective July 1, 2017: Up to \$1,321.94 per month

Effective July 1, 2018: Up to \$1,338 per month

Subd. 2 – The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 3 - For full-time employees and eligible retirees, as defined in Article IX, Section 9, participating in the single high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2017: \$125.00 per month

For full-time employees and eligible retirees, as defined in Article IX, Section 9, participating in the family high deductible/HRA/VEBA insurance plan, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2017: \$250.00 per month

For employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2017: \$189.58 per month

For active employees, the District's HRA/VEBA contributions shall be made in conjunction with and pro-rated over the employee's regularly scheduled salary payments. The District's HRA/VEBA contribution for retirees shall be made on a pro-rated basis over the duration of the plan year.

Subd. 4 – The health and hospitalization insurance program will be coordinated with Medicare in accordance with Minnesota Statutes.

### **Section 4 - LIFE INSURANCE:**

Subd. 1 - The School District shall contribute the full premium necessary to purchase group term life insurance equal to two times the teacher's annual salary calculated to the nearest \$1,000. The

School District shall also contribute the full premium necessary to purchase group term life insurance equal to two times the teacher's annual co-curricular contract salary calculated to the nearest \$1,000. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment, and waiver of premium when totally disabled.

Subd. 2 - The teachers eligible for Subd.1 coverage may elect to reduce such coverage to \$50,000 or pay the premium for group term life insurance in excess of \$50,000.

Subd. 3 - Full-time teachers may purchase additional term life insurance through payroll deduction at the existing group rate in the amount of \$10,000 or one, two, or three times salary rounded to the nearest thousand. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment and waiver of premium when disabled. Teachers who have spouses and/or dependents and who purchase additional insurance may also purchase dependent life insurance.

#### **Section 5 - DENTAL INSURANCE:**

Subd. 1 - The School District shall provide a monthly contribution toward the premium for dental insurance, including dependent protection, for all full time employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 2017: Up to \$91.32 per month

Effective July 1, 2018: Up to \$94 per month

#### **Section 6 - SHORT TERM DISABILITY INCOME PROTECTION:**

Subd. 1 - The purpose of this program is to continue all or a portion of an employee's income in the event the employee is unable to work due to a sickness or accident.

Subd. 2 - Teachers employed for .5 FTE or more are eligible to receive short-term disability benefits.

Subd. 3 - Employees become eligible for short-term disability coverage on the effective date of their contract except employees during the first year of employment in the district must complete one day of employment. At the same of hiring, District Central Services will notify new employees in writing that the LTD benefits begin following one day of employment.

Subd. 4 - Employees covered on the effective date of the plan will have all accrued sick leave days credited and will be covered for disabilities resulting from conditions pre-existing the effective date of this plan.

Subd. 5 - Short term disability income protection pays a daily benefit for periods during which the teacher is prevented from working as a result of a disability and sick leave benefits have been exhausted.

Subd. 6 - Short term disability income protection provides a benefit of 70% of the teacher's daily rate of pay for each working day. If the teacher has accumulated less than ten days of sick leave, the short term disability benefits will begin when sick leave terminates but not before the tenth day of disability. This benefit is payable during any period of disability and until the combination of sick

leave and short term disability income benefits total 120 days.

Subd. 7 - Employees on pre-approved unpaid leaves of absence are ineligible to participate in this benefit during the period of such leave. Eligibility for short term disability income protection shall resume on the anticipated return to work date.

Subd. 8 - All disability absences will be considered as having occurred during a single period of disability unless it can be shown that:

- A. The causes of the latest disability cannot be connected with the causes of the prior disability and the latest disability occurs after return to work on a regular basis for at least one day, or;
- B. There is a connection with the prior disability but between the previous absence and the most current absence the teacher has returned to work on a regular basis for at least two consecutive weeks.

Subd. 9 - No benefits are payable under short term disability income protection for:

- A. Any day on which the teacher is not under the care of a physician or surgeon; a period of care shall not be considered to have started until the employee has been seen and treated personally by a physician or surgeon, or;
- B. Any day in which the teacher is performing work for compensation or profit.

Subd. 10 - Short term disability income protection benefits shall be reduced by the initial amounts of benefits or compensation which the employee receives from other sources, such as worker's compensation, social security, federal, state or municipal plans, and several other types of programs listed in the long-term disability contract. The benefits shall not be reduced by any such payments made to dependents or payments received from privately purchased income replacement plans. However, this coordination of benefits applies only to the extent that the total benefits payable under these plans and all other plans exceed 75% of pay. In the event that social security benefits are increased after long term disability benefits are initiated, such increase may be received by the employee in excess of the 75% of pay that is allowed.

Subd. 11 - Benefits under all plans are not payable for:

- A. Disability caused by war or military service.
- B. Disability caused by intentionally self-inflicted injuries, or;
- C. Disability resulting from committing an assault, battery, or felony.

#### **Section 7 - LONG TERM DISABILITY INCOME PROTECTION:**

Subd. 1 - Teachers employed .80 FTE (in trimester situations it is .73) or more are eligible to receive long term disability insurance benefits.

Subd. 2 - Employees become eligible for long-term disability coverage on the effective date of their contract except employees during the first year of employment in the district must complete one day of employment. At the time of hiring, District Central Services will notify new employees in writing that the LTD benefits begin following one day of employment.

Subd. 3 – Employees covered on the effective date of the plan will have all accrued sick leave days credited and will be covered for disabilities resulting from conditions pre-existing the effective date of this plan.

Subd. 4 – The employee is eligible for long-term disability benefits after 120 consecutive working days of total disability. At this time the teacher has the option of utilizing any remaining sick leave on a pro-rated basis at the rate of .30 of a working day, for each day absent due to disability, to supplement district provided long term disability insurance provided that the combined benefits do not exceed 100% of daily salary. Details of the insurance benefit are contained in the insurance contract issued to the district.

Subd. 5 – The amount of monthly insurance benefit under this plan shall be equal to 70% of 1/192 (or actual contract days) of annual earnings including co-curricular contracted pay times the number of teacher contract days per month in effect prior to the date of disability. Annual earnings shall be calculated minus overtime pay and supplementary compensation. After having been on LTD payments for 12 months, the teacher may convert to 12 equal monthly payments per year. Benefits shall cease in accordance with applicable state and federal regulations.

Subd. 6 – Long-term disability income benefits shall be reduced by the initial amounts of benefits or compensation which the employee receives from other sources, such as worker's compensation, social security, federal, state or municipal plans, and several other types of programs listed in the long-term disability contract. The benefits shall not be reduced by any such payments made to dependents or payments received from privately purchased income replacement plans. However, this coordination of benefits applies only to the extent that the total benefits payable under these plans and all other plans exceed 75% of pay. In the event that social security benefits are increased after long-term disability benefits are initiated, such increase may be received by the employee in excess of the 75% of pay that is allowed.

Subd. 7 – Benefits under all plans are not payable for:

- A. Disability caused by war or military service.
- B. Disability caused by intentionally self-inflicted injuries, or;
- C. Disability resulting from committing an assault, battery, or felony.

Subd. 8 – This plan terminates upon termination of employment of contract. However, if the employee is disabled as of the last day of employment or contract, plan benefits will go into effect and a medical leave of absence will occur. The medical leave will terminate when the teacher is no longer disabled or at the time the teacher loses job rights with the district.

Subd. 9 – A disabled teacher retains job rights for three years following the implementation of long-term disability income protection.

Subd. 10 – In the event the teacher is on sabbatical leave and becomes disabled, benefits will be based on sabbatical salary. If the employee remains disabled at the close of the leave, benefits shall be based on the regular full-time salary in effect at the time of disability. If the sabbatical leave deduction is spread over two years, then the 70% regular benefits will go in effect at the close of the regular salary reduction period.



**Section 8 - LEGAL INSURANCE:** Legal insurance, if available, shall be paid by teachers electing to take such coverage, by payroll deduction. The coverage shall consist of the benefits stated in the summary plan document in effect on July 1, 2004.

**Section 9 - RETIREMENT BENEFITS:**

**Subd. 1a - Health/Hospitalization Plan:** For teachers hired on or after July 1, 2000, and prior to July 1, 2006, the School District shall continue the group health and hospital plan, including modifications thereto, and provide single premium coverage for those teachers who retire from teaching in District 834, prior to eligibility for Medicare, who elect such coverage and who are between the ages of eligibility for TRA (based on 1997 definition of TRA eligibility) and eligibility for Medicare, provided such teachers have actually taught in District 834 for at least ten years. The retiree shall have the option to purchase an additional single plan for continuing coverage for his/her spouse or dependents at the group rate. Such coverage shall cease when the retiree becomes eligible for Medicare. In no event shall such district paid premium extend beyond 15 consecutive years, or eligibility for Medicare, whichever occurs first. Teachers participating in the high deductible/HRA/VEBA health insurance benefit option at the time of retirement may continue in that option, with any modifications negotiated thereto, for the duration described above. The District HRA/VEBA contribution shall remain at the amount in effect at the time of retirement. Retirees are not eligible to continue a VEBA contribution that they may have been receiving due to coverage under a spouse's plan, as provided in Section, Subd. 1 of this Article. There will be no HRA/VEBA contribution toward additional coverage purchased by the retiree to cover his/her spouse or dependents.

**Subd. 1b - Health/Hospitalization Plan:** For teachers hired prior to July 1, 2000 and retiring on or after January 1, 2008, the School District shall continue the group health/hospitalization plan including any modifications thereto and provide single or dependent premium coverage for those teachers who retire from teaching in District 834, prior to the eligibility for Medicare, who elect such coverage and who are between the ages of eligibility for TRA (based on 1997 definition of TRA eligibility) and eligibility for Medicare, provided such teachers have actually taught in District 834 for at least ten years. Employees who elect family coverage shall make a monthly contribution toward such coverage equal to the amount in effect at the time of their retirement and the District contribution to the HRA/VEBA shall remain at the amount in effect at the time of retirement for single or family. Retirees are not eligible to continue a VEBA contribution that they may have been receiving due to coverage under a spouse's plan, as provided in Section, Subd. 1 of this Article.

Such coverage shall cease when the retiree becomes eligible for Medicare. In no event shall such district paid premium extend beyond 15 consecutive years, or eligibility for Medicare, whichever occurs first. Teachers who retire following a leave of absence shall be afforded all of the benefits of this section, provided they have proof of hospitalization insurance while on leave.

**Subd. 1c - Health/Hospitalization Plan:** Teachers hired on or after July 1, 2006, will be ineligible for district paid retiree insurance. While actively employed, teachers eligible for district paid health insurance will receive a district contribution of \$1,343 to be deposited into the district designated Health Care Savings Plan (HCSP), at the conclusion of each school year, and no later than June 30. Teachers who are eligible for district paid health insurance, working .5 or more FTE per year, will receive the HCSP contribution. The District contribution to the HCSP shall be pro-rated for teachers working less than a full year. Substitute teachers as defined in Appendix E are ineligible for the district HCSP contribution. Effective July 1, 2009, an employee receiving District paid retirement health insurance benefits shall not be eligible for HCSP benefits in this subdivision.

Subd. 2 - Medicare Conversion: When a teacher reaches Medicare eligibility by virtue of employee status and age, and/or when benefits provided by statutes cease, the School District shall make available a Medicare supplement plan in the form of a guaranteed conversion policy to the retiree at the retiree's expense.

Subd. 3 - Spouse or Dependent Health/Hospitalization Insurance Extension: In addition to or in replacement for coverages and entitlements provided in Subd.1 and 2 above, a retired teacher's spouse or dependent may purchase full single health/hospitalization coverage at the group rate until the spouse or dependent attains Medicare eligibility, provided such spouse or dependent had been covered under the teacher's plan prior to the retirement date. Additional rights may be applicable under MS 471.61.

Subd. 4 - Dental Insurance: The teacher may continue dental insurance coverage under the group plan provided such teacher has maintained such coverage prior to retirement and pays the total premium for such coverage. The teacher may extend dental coverage beyond Medicare eligibility pursuant to MS 471.61.

Subd. 5 - Life Insurance: The teacher may continue life insurance coverage under the group plan and group rate provided such teacher has maintained such coverage prior to retirement and pays the total premium for such coverage. At age 70, retired teachers will be eligible to continue the group plan at a step rate cost.

Subd. 6 - Post-retirement Employment: If a retired teacher obtains employment other than with School District 834 and is covered by a group medical hospital insurance plan, such insurance shall be considered as primary.

Subd. 7 - Non-duplication with Medicare: If the retiree or the retiree's spouse or dependent is entitled, if enrolled, to have any part of the cost of eligible services or supplies paid by Medicare Parts A and B, even though the retiree or the retiree's spouse or dependent does not enroll in Medicare or waives or fails to claim medical benefits, the service plan will reduce the amount furnished under this contract so that the total amount paid under this contract and Medicare, or what could be paid under Medicare, does not exceed the amount the plan allows for covered benefits.

Subd. 8 - Benefits for Those Employed Less Than Ten Years: For those teachers who retire without ten years of actual teaching service in District 834, the School Board shall continue in accordance with Minnesota Statutes the availability of group health and hospitalization insurance, including any modifications thereto and including dependent coverage, provided such coverage has been maintained prior to retirement, for those who elect such coverage. Such coverage shall be guaranteed convertible to a Medicare supplement plan. Such teachers will pay the entire premium for the insurance.

**Section 10 - SURVIVORS BENEFITS:** The School Board shall continue the group health and hospitalization and dental plan, and provide the full premium cost for all eligible surviving dependents of a teacher who dies while actively teaching in District 834. Such coverage shall extend for one calendar year from the date of the teacher's death. If a survivor obtains employment with an employer other than the School District and such survivor is covered by a group medical hospital insurance plan or HMO, such coverage shall be considered primary.

**Section 11 - DISTRICT INSURANCE COMMITTEE:** The School Board will establish an Insurance Review Committee that will be advisory to the School Board. The committee will be

composed of three representatives designated by the School Board, three representatives selected by the Association, and one representative selected by each of the remaining employee groups in the district. The committee shall review the operation of current insurance programs including benefit and claim payments, study and recommend changes in coverage, and review specifications prior to bidding. The District shall prepare documentation summarizing insurance benefits. The documentation shall be provided in writing to the insurance committee members and newly hired employees, and shall be posted on the District website.

**Section 12 - POLICY AVAILABILITY:** One complete copy of each contracted insurance policy shall be posted on the district website and provided electronically upon individual request.

**Section 13 - DISCLAIMER:** The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the School District. The School Board's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the School District as a result of denial of insurance benefits by an insurer.

**Section 14 - IRS 125 PLAN:** The School District will implement an IRS 125 Plan. (Flexible Benefit Plan)

## **ARTICLE X**

### **LEAVES**

#### **Section 1 - SICK LEAVE:**

**Subd. 1** - Each teacher will be credited with 12 days of sick leave on the first day of each school year contract. Employees working less than the full school year shall earn sick leave on a pro-rata basis. During the initial year of employment, the total allowance for the contract year will be available to the teacher after working a minimum of one day. Sick leave shall include all contracted salary.

**Subd. 2** - Unused sick leave days shall accumulate without limit except that not more than 120 days may be utilized for any single disability. Additional days may be used on a pro-rated basis to supplement LTD benefits, in accordance with Article IX, Section 7, Subd. 4.

**Subd. 3** - The School Board may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay.

**Subd. 4** - The School Board reserves the right to extend benefits to any teacher who is absent because of sickness beyond the sick leave limit.

**Subd. 5** - A teacher who is unable to teach because of personal illness or disability and who is on short term or long term disability shall be granted a medical leave of absence which shall continue until job rights as outlined in Article IX, Section 7 expire.

**Subd. 6** - Sick leave is to be utilized for all absences resulting from an employee's physical and mental illnesses, therapy, examinations and consultations. Sick leave may also be used for illnesses, therapy, examinations and consultations for immediate family members.

Subd. 7 - A special sick leave allowance is granted for teachers of summer school. Such teachers will be allowed one day of sick leave for each four weeks of teaching. Unused sick leave shall accrue to a maximum of five days.

Subd. 8 - When an employee returns to work following participation in the long term disability income protection program (Article IX, Section 7) the District will grant the same employee a sufficient number of sick leave days to equal 12 days if the employee's accumulation at that time is less than 12 days.

Subd. 9 - The School District shall grant up to ten days sick leave to any father who may need time to care for a newborn child.

## **Section 2 - PERSONAL LEAVE:**

Subd. 1 - Personal leave with salary may be granted to an employee for absences from work for reasons beyond the control of the employee.

Subd. 2 - When it is imperative that an employee be present at a non-school activity which must take place during a regular work day, the building principal may authorize personal leave at the request of the employee.

Subd. 3 - Reasons for personal leave may include but not be limited to death or serious illness in the teacher's immediate family or household, family emergencies, attendance at funerals, required attendance in a court of law, legal consultations, required academic examinations and registrations, college graduations of family members, and other similar situations. Personal leave may not be used to extend a vacation, for a business trip with a spouse, to get married, for a honeymoon, for hunting or fishing trips.

Subd. 4 - Personal leave may be used for personal or family illnesses when sick leave has been exhausted.

Subd. 5 - Personal leave will not be deducted from sick leave.

## **Section 3 - PARENTAL LEAVE:**

Subd. 1 - Upon a request, a parental leave without pay shall be granted by the School District subject to the provisions of this section. Parental leave may be requested because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2 - The employee must provide the Employer with reasonable notice of his/her intention to take this leave. For foreseeable leave, the employee must provide written notice to the Employer at least 30 days in advance or, if 30 days is not practicable, as much notice as is practicable. For unforeseeable leave, the employee should give notice to the Employer as soon as it is practicable under the circumstances of the particular case.

Subd. 3 - The School District may adjust the ending date of parental leave so that the dates are coincident with some natural break in the school year.

Subd. 4 - Parental leave may be granted up to one full year following the school year in which the leave was granted.

Subd. 5 – The School District shall grant up to ten days leave (subtracted from sick leave) to any teacher who may need time for child adoption.

Subd. 6 - A teacher returning from parental leave shall be re-employed in a position equivalent to the position held prior to taking the leave subject to the provisions of Articles XIX and XX. If a teacher returns from parental leave prior to or by the opening of the following school year, the teacher will be reinstated to the teacher's former assignment subject to the provisions of Articles XIX and XX.

Subd. 7 - The teacher returning from parental leave will be placed on the next higher step on the salary schedule only if the teacher has worked at least one-half (1/2) of the prior year.

Subd. 8 - During the first three months of parental leave, all district provided benefits shall continue in the same manner as for active employees. During the period of parental leave, accrued sick leave will be held in credit. After the initial three month period, the teacher is eligible to continue all insurance benefit plans but must pay the total premium for these programs.

Subd. 9 - Whenever parental leave extends to the end of a school year, the teacher shall notify the Human Resources department in writing by February 15 of intent to return or not return to the District the following year. Whenever possible, the administrator, when requested, will meet with the teacher returning from leave to determine building assignments. The building principal will notify the teacher as to building and teaching assignment by February 15 for the following year or as soon as possible after that date.

Subd. 10 - A teacher who is pregnant may elect to utilize a disability leave followed by a parental leave. When disability leave is utilized, the teacher shall continue working until she can no longer fulfill the requirements of the position. During the period of disability only, the teacher is eligible to receive sick leave and disability leave benefits. The teacher is required to return to work as soon as she is physically able unless she is granted a parental leave at this time without pay.

Subd. 11 - If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the teacher may return to work prior to the ending date of the leave only if she is physically able and a suitable opening is available.

Subd. 12 - Periods of time when a teacher is on parental leave may not be used to satisfy probationary time requirements.

#### **Section 4 - SABBATICAL LEAVE:**

Subd. 1 - A sabbatical leave of absence for a year may be granted to teachers for the purpose of professional advancement. To be eligible for a sabbatical leave, the teacher must have been employed for six years in District 834 public schools. After taking a sabbatical leave, a teacher may again be eligible after six more years of employment in District 834 schools.

Subd. 2 - Applicants for sabbatical leave must submit an application to Human Resources no later than the first working day following January 1, for leaves to be granted for the following contractual period. Applicants will receive written notification whether their request for sabbatical leave has been granted or denied on or before February 1. On or before February 15, all applicants must submit to Human Resources written notice of acceptance or rejection. Within the next three days, each applicant will receive notice of the status of all applications.

Subd. 3 - A committee composed of two elementary teachers and two secondary teachers, appointed by the Association, one elementary principal and one secondary principal appointed by the superintendent shall evaluate the proposed programs of the applicants. Each applicant will be interviewed by the committee. The applications must be approved by the committee and the superintendent to qualify for sabbatical leave.

A teacher must secure prior approval from the committee if the teacher substantially alters the program for professional advancement approved by the committee if such a change in the program takes place following the committee's approval or while the teacher is on sabbatical leave.

Subd. 4 - The number of sabbatical leaves available to qualified applicants during any one contractual year shall not exceed 1% of the bargaining unit. Where practicable, partial leaves may be granted.

- A. The prime criteria of selection is contribution of the proposed program to the School District 834 program.
- B. If the first criteria are equal, other consideration shall be:
  - 1. Length of candidate's service in district:
  - 2. Those with previous sabbatical leave shall be given secondary consideration.
  - 3. It is suggested that there be one leave granted from elementary K-6 and one from secondary and the remainder at large at the discretion of the committee. It is to be clearly understood that this is the last ranked criteria and is subject to the previous criteria.

The School Board shall have the final decision as to leaves to be granted. In each case, ability to cover the absence will be acknowledged through act of approval.

Subd. 5 - The allowance granted to a teacher on sabbatical leave shall be based on one-half the contract salary for the school year during which the leave takes place or three-fourths salary if the individual teaches half-time. One-half time shall be three hours per day. Should the teacher be granted an NDEA stipend, or a comparable scholarship grant, and receive a sabbatical leave during the same academic year, the allowance for the sabbatical leave plus the stipend or grant may be equal but not exceed the teacher's contract salary for that year.

Upon the request of the teacher, the district will pay 75% of the teacher's regular salary during the sabbatical year. The year following the sabbatical, 25% of the previous year's salary will be deducted from the teacher's salary to determine the contract salary.

Subd. 6 - Upon expiration of the sabbatical leave, the teacher shall be restored to the teacher's former position with credit for the years' service under existing salary policies. A teacher returning from sabbatical leave shall be subject to the provisions of Articles XIX and XX.

Teachers granted a sabbatical leave shall submit a written summary of the teacher's program experience to the chair of the sabbatical leave committee no later than the end of the first quarter following the conclusion of the leave.

Subd. 7 - A teacher who is granted a sabbatical leave must pledge to teach in the District 834 public schools for one year following the termination of the leave. If the teacher service is discontinued for any reason other than incapacity to teach, or being discharged from the position, the teacher shall pay back to the school district the prorated part of the sabbatical leave salary and benefits, including health, dental, life, LTD, TSA match, HCSP, TRA, FICA, and workers compensation paid by the employer, unless there is a mutually agreed upon alternative arrangement.

Subd. 8 - With the exception of additional unspecified leave and sick leave days, a teacher is entitled to all benefits during the sabbatical year that are received by other teachers during that year.

#### **Section 5 - EDUCATIONAL LEAVE:**

Subd. 1 - The School Board upon the recommendation of Human Resources, may grant a leave to a teacher with two years of successful teaching in District 834, for the purpose of study, travel and for other such purposes as may be approved by the School Board and providing such absence does not in any way injure the program of the school. Such leave request must be submitted to Human Resources by February 15 of the year prior to the requested leave.

Subd. 2 - This leave, to be for a period of not more than one year, shall be granted without compensation. Upon completion of the leave objectives, scheduled increments, and any earned salary schedule adjustments, shall be approved. Credits earned while on leave will be credited upon return, provided, such credits were approved through the District's course approval process prior to obtaining such credits. Retirement credit will be under the jurisdiction of the State Teacher's Retirement Association. Sick leave and contract credit status will be frozen during the period of the leave. The teacher upon return from such leave shall be restored to the teacher's former position or to one of comparable status subject to the provisions of Articles XIX and XX.

Subd. 3 - A teacher whose leave extends to the end of a school year shall notify Human Resources in writing by February 15 of intent to return or not return to the district for the following school year. Whenever possible, the administrator, when requested, will meet with the employee returning from leave to determine building assignment. The building principal will notify the teacher as to building and teaching assignment by February 15 for the following year, or as soon as feasible after that date.

#### **Section 6 - EXCHANGE TEACHING:**

Subd. 1 - The School Board, upon the recommendation of Human Resources, may grant a leave of absence of up to two years for exchange or overseas teaching. Exchanging teachers which is usually arranged through an agency of the federal government, shall be subject to the rules and regulations of such agency with regard to wages, etc. Such leave request must be submitted to Human Resources by February 15 of the year prior to the requested leave.

Subd. 2 - The teacher shall retain his/her status as to sick leave reserve position on the salary schedule, retirement fund, and other privileges as though they were still working in the local system. A teacher upon returning from an exchange of teaching service, shall be assigned to the former teaching position or to one of comparable status subject to the provisions of Articles XIX and XX.

Subd. 3 - A teacher whose leave extends to the end of a school year, shall notify Human Resources in writing by February 15 of intent to return or not return to the District for the following school year. Whenever possible, the administrator, when requested, will meet with the teacher

returning from leave to determine building assignment. The building principal will notify teacher as to building and teaching assignment by February 15 for the following year, or as soon as feasible after that date.

Subd. 4 - The School Board, upon the recommendation of Human Resources, may grant a leave of absence of not more than two semesters for domestic exchange teaching arranged through a recognized exchange agency.

- A. The teacher shall submit and have approved in advance by the Human Resources, a plan for an exchange of teaching services; which will show the benefit to both the teacher and to the School District. A final report will be filed with Human Resources upon return from leave of absence for domestic exchange teaching.
- B. A teacher while engaged in an exchange of domestic teaching services shall be paid the salary and fringe benefits provided by this contract.
- C. A teacher, returning from an exchange of domestic teaching service, shall be reinstated in the teacher's former teaching assignment, subject to the provisions of Articles XIX and XX. The teacher shall be given full credit on the salary schedule for his/her exchange teaching experience and all fringe benefits will accumulate as if teaching in the system.

#### **Section 7 - SPECIAL LEAVE:**

Subd. 1 - Teachers are eligible to apply for a year's leave of absence without pay after two years' experience in the district. Such leave request must be submitted to Human Resources by February 15 of the year prior to the requested leave. If the School Board feels that the conditions warrant honoring of the request, the leave of absence will be granted, provided a satisfactory replacement can be found who would agree to work on a one year basis. Special leaves of absence may be extended annually at the discretion of the School District. The teacher upon return from such leave shall be returned to the teacher's former position or to one of comparable status subject to the provisions of Articles XIX and XX.

Subd. 2 - For teachers on special leave of absence:

- A. And not employed in the school district, schedule increment and adjustments shall not be allowed, and sick leave will be frozen.
- B. Who remain employed in the district and are on the teachers' salary schedule, schedule increments and adjustments, as well as sick leave, will be provided.
- C. Who remain employed in the district, but are not placed on the teachers' salary schedule, schedule increments, and adjustments for the years spent on leave shall be credited upon their return. Sick leave shall be credited for each year.

Subd. 3 - A teacher whose leave extends to the end of a school year shall notify Human Resources in writing by February 15 of intent to return or not return to the district for the following school year. Whenever possible, the administrator, when requested, will meet with the teacher returning from leave to determine building assignment. The building principal will notify the teacher as to building and teaching assignment by February 15 for the following year, or as soon as feasible after that date.



## **Section 8 - MILITARY LEAVE:**

Subd. 1 - A leave of absence shall be granted to a reservist for active service or training purposes. Up to 15 days of such leave, each contractual year, shall be with pay.

Subd. 2 - Teachers called for selective service physical examinations shall be excused without loss of pay for such purposes.

Subd. 3 - A teacher who involuntarily leaves a position (other than a temporary position) for the purpose of entering the armed forces, shall be restored to his/her former position or one of comparable status within a reasonable time after the teacher makes application to return to the District subject to the provisions of Articles XIX and XX. In the event that an involuntary selective service program shall be reinstituted by the federal government, the provisions of this contract apply to those teachers who enlist in a branch of the military service.

Subd. 4 - A teacher returning from military leave shall receive full salary schedule credit for such service. Sick leave will be frozen during the time of military leave.

Subd. 5 - A teacher whose leave extends to the end of a school year shall notify Human Resources in writing by February 15 of intent to return or not to return to the District for the following school year. Whenever possible, the administrator, when requested, will meet with the teacher returning from leave to determine building assignment. The building principal will notify the teacher as to building and teaching assignment by February 15 for the following year, or as soon as feasible after that date.

Subd. 6 - A teacher requesting reemployment by the District after completion of military service must:

- A. Present documentation verifying eligibility for re-employment, in accordance with state and federal laws.
- B. Be qualified to perform the duties of his/her position. If he/she is disabled during military service, and cannot perform the duties of his/her former position, he/she may be entitled to the nearest comparable job he/she is qualified to perform.
- C. Make application for re-employment in accordance with state and federal laws.

Subd. 7 - Conditions for military leave shall comply with applicable state and federal laws.

## **Section 9 - JURY DUTY:**

Subd. 1 - A teacher who is called to jury duty should notify the Human Resources Department immediately upon its receipt so that arrangements to excuse a teacher to serve may be made if necessary.

Subd. 2 - A teacher who is absent because of jury service will receive their regular salary from the district during this period of service, provided the employee submits pay received for the jury service, less any reimbursement for mileage and/or parking, in accordance with state laws.

**Section 10 - PROFESSIONAL LEAVE:** The School District agrees to provide, upon written application by a teacher and approval by the building principal, the necessary funds for a teacher who desires to attend professional meetings, national conventions, workshops, or seminars, or visitation of other schools to observe new educational programs. The written request for such leave shall state the event or purpose of the leave. There shall be no deduction of compensation or leave credit for teachers utilizing professional leave. A teacher shall, upon the request of the building principal, provide a written summary of such professional activities. Travel and substitute expenses shall be at the district rate.

**Section 11 - SHORT TERM LEAVE:** Short term leave without pay will be available to employees according to the following provisions:

**Subd. 1** - A teacher desiring short term leave without pay shall present a written request to the building principal at least 15 days prior to the beginning date of the leave.

**Subd. 2** - Human Resources, after consulting with the building principal, may approve up to ten days of leave during any two year time period.

**Section 12 - UNSPECIFIED LEAVE:** Continuing contract teachers in the School District are eligible for one paid day of unspecified leave each year. This may accumulate from year to year up to a total of eight working days. To obtain such leave, a teacher must give written notice to the building principal at least 48 hours in advance of such leave. No more than five percent of a building staff or two teachers, whichever is greater, may be absent on any given day from an individual school for such leave. Priority will be given in order of earliest notification date. Unspecified leave shall not be used during the first ten or last ten student contact days of the school year. However, upon written request, the Building Principal, after consultation with Human Resources, may approve unspecified leave days, during these restricted days.

**Section 13 - DECLINING APPROVED LEAVES OF ABSENCE:** A teacher who has been granted a leave of absence may decline the leave if circumstances beyond the teacher's control make the leave undesirable. If the leave is declined and supportive reasons are submitted to the Superintendent, or designee, prior to the posting provided in Article XIX, Section 4, such teacher shall be reinstated to the teacher's present position. If the leave is declined prior to the close of the first posting, such teacher shall be entitled to return to his/her present position, if it is available; otherwise, such teacher shall be entitled to displace the least senior teacher in his/her areas of licensure. If the leave is declined subsequent to the final posting and no vacant position for which the teacher is licensed exists, such teacher shall be placed on the unrequested leave recall list and be afforded recall rights according to the provisions of Article XX.

**Section 14 - FIVE YEAR LEAVE OF ABSENCE:** MS 122A.46, as amended, shall control the provisions for five year leave of absence. Neither MS 122A.46 nor any of its provisions are incorporated herein by reference and any decision by the board pursuant to that statute is not subject to the grievance procedure of this contract.

**Section 15 - LEAVES AND INSURANCE:** Except as otherwise provided in this Article, any teacher on a leave of absence for which fringe benefits are not provided, may continue participation in the health and hospitalization insurance program, dental insurance program and group life insurance program at the group rates provided the teacher pays for such insurance on a monthly basis 30 days in advance.

## ARTICLE XI

### SCHOOL YEAR

#### Section 1 - OFFICIAL SCHOOL CALENDAR:

Subd. 1 - The basic school calendar for teachers shall consist of a total of 192 days, five of which shall be paid holidays and no less than seven will be workshop or in-service days.

Subd. 2 - Teachers shall perform services on all teacher duty days, including those legal holidays on which the School Board is authorized to conduct school and which are designated on the official school calendar.

Subd. 3 - Teachers newly employed by the District shall attend three additional days making a total of 195 duty days during the first year of employment.

Subd. 4 - In the event that emergency conditions or action by a state or federal agency forces a change in the school calendar, the District shall meet and confer with the representatives of the Association to determine an appropriate change in the school calendar.

Subd. 5 - One day of non-instructional time shall be scheduled at the end of each quarter during the school year and one day of non-instructional time shall be scheduled at the end of the final grading period of each school year to be used by teachers for grading and necessary record-keeping responsibilities. In-service or other meetings, shall be kept to a maximum of 30 minutes during such time.

Section 2 - EMERGENCY SCHOOL CLOSING: When school is closed due to emergencies, teachers shall not have to report to work or remain at work. Teachers shall not suffer loss of pay due to such emergency closings. Days shall be made up only if necessary to qualify for full foundation aid.

## ARTICLE XII

### TEACHING RESPONSIBILITIES AND CONDITIONS

Section 1 - BASIC DAY: The duty day for teachers shall be eight consecutive hours which shall include a duty-free lunch period of not less than 30 minutes. A non-consecutive eight hour day may occur upon mutual agreement between the district and the teacher. Such assignment shall be agreed to annually, in writing, and shall last for one school year or less. The SCEA will be notified of any such agreement.

Section 2 - BUILDING HOURS: The hours at each building may vary and shall be determined by the building principal after conferring with the teaching staff.

Section 3 - PREP TIME: Each full-time classroom teacher will be provided with at least 90 minutes of uninterrupted preparation time during the teacher duty day as provided below. Mutually agreed upon modifications are acceptable.

Subd. 1 - In the senior high school such preparation time shall be scheduled in not more than three uninterrupted usable blocks, one of which must be 33 minutes and occur during the student day.

Subd. 2 - In the junior high schools such preparation time shall be scheduled in not more than three uninterrupted usable blocks, one of which must range from 30 to 55 minutes and occur during the student day.

Subd. 3 - In the elementary schools, such preparation time shall be scheduled in not more than three uninterrupted useable blocks, one of which must be an average of 30 to 55 minutes and occur during the student day.

Subd. 4 - The District will consult with the Association, prior to the first regular teacher contract day, in situations where it is determined that a teacher will not be scheduled for a preparation period each work day, prior to finalizing the schedule.

Subd. 5 - All teachers who share a classroom shall be provided with alternate office space.

**Section 4 - NORMAL TEACHING LOAD:** The normal teaching load for a full-time classroom teacher in District 834 shall be up to 27.5 clock hours per week of pupil contact time or its equivalent.

**Section 5 - SUPERVISORY ASSIGNMENT:** All assignment of teachers to supervisory assignments during the duty day such as, but not limited to, bus supervision and hall supervision at the beginning and end of the student day, shall be distributed among all teachers in the building, provided such assignment does not exceed Section 4 above. An individual teacher shall not be assigned such responsibilities for periods in excess of thirty minutes per day unless mutually agreed upon by both parties.

**Section 6 - FACULTY MEETINGS:** Every effort shall be made to hold faculty or staff meetings within the teacher duty day.

**Section 7 - PART-TIME TEACHER RESPONSIBILITIES:** Teachers who are employed for less than the full day may be assigned by the building principal to a prorated share of a full-time teacher's responsibilities, provided that such assignment(s) shall be contiguous to the teaching assignment unless the teacher agrees in writing to an assignment that is not contiguous.

**Section 8 - RETENTION OF LICENSE(S):** Teachers shall be required to maintain the license(s) in the area(s) in which they are currently teaching and the license(s) they initially were hired with unless they have not taught in an area of licensure within the last seven years of employment in the District. In its sole discretion, the District may waive this requirement for a new hire or for a current employee for a license not given any consideration at the time of hire or for a license outside of the teacher's core subject or related areas.

**Section 9 - ONLINE LEARNING:**

Subd. 1 - The course approval process (which includes department, building, district administrative, and curriculum advisory committee review) and payment for curriculum development for online courses, shall be consistent with other District courses.

Subd. 2 - Teachers may be assigned to summer on-line courses as a part of their regularly assigned FTE, upon mutual agreement between the teacher and the District.

Subd. 3 - Other than health and physical education, class sizes for courses taught online shall be

consistent with the average of similar courses not taught online.

Subd. 4 - Teachers who accept on-line courses, which are taught as an overage, i.e. exceeding 1.0 FTE, shall be paid on a pro-rated basis according to the following schedule:

1-8 students = .04 FTE

9-16 students = .07 FTE

17 or more students = .10 FTE

### ARTICLE XIII

#### ADDITIONAL ACTIVITIES

**Section 1 - EXTENDED DAY RESPONSIBILITIES:** Teachers may be required to reasonably participate in school activities beyond the basic teacher's day as required by the School District or its designated representative. The normal workload for teachers beyond the basic teacher's day may include a reasonable share of extra-curricular and supervisory activities as mutually agreed between the teacher and the principal/or superintendent.

**Section 2 - COMPENSATION:** All assignments to additional activities, including, but not limited to, athletic and extra-curricular activities, clubs shall be compensated according to the schedule in Appendix B. Assignments to vacant positions shall first be offered to qualified members of the teachers' bargaining group before being offered to others.

**Section 3 - COMMITTEES:** Teachers serving on the district calendar and discipline committees shall be appointed by the Association. One-half of the teacher members on the staff development committee will be appointed by the Association.

### ARTICLE XIV

#### SUMMER AND EXTENDED EMPLOYMENT

**Section 1 - SUMMER POSITIONS:** All summer positions, including, but not limited to summer school and drivers education, shall be announced by the Superintendent, or designee, and posted in each building. The announcement shall include the nature of the position, duration, dates, location of the program, special conditions, if any, and necessary qualifications, if any. All teachers currently employed in District 834 shall have the opportunity to apply for summer positions.

Subd. 1 - In filling summer and extended employment positions, preference shall be given to those teachers currently employed in District 834, and positions shall not be offered to persons not currently teaching in the district until after all applications from teachers have been acted on, unless the position requires special qualifications not possessed by any teacher applying for the position.

Subd. 2 - Human Resources shall notify the SCEA President of the filling of summer school positions.

**Section 2 - WORKING DAY:** The summer school working day shall include at least 30 minutes of preparation time for each two hours of class time.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### Section 1 - DEFINITIONS:

- A. A "grievance" is a complaint by a teacher, group of teachers, or the Association based upon an alleged violation, misinterpretation, or unequitable application of any of the terms of this contract.
- B. The term "teacher" shall have the same definition as in Article III, Section 2. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- C. An "aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons whom might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when used in this procedure, shall, except where otherwise indicated, mean working days as defined in Article III, Section 5 of this contract.
- F. The "appropriate unit" shall mean all teachers in District 834.
- G. "School Board" shall mean the School Board of Independent School District 834.
- H. "Representative" shall mean any person designated by the Association, an administrator or the School Board to act in its behalf.

#### Section 2 - PURPOSES:

- A. The purpose of this procedure is to secure, at the lowest administration level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of teachers.
- B. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any teachers having a problem to discuss the matter informally with any appropriate member of the administration.
- D. Any teacher or group of teachers shall have the right at any time to present any grievances to such persons and through such channels as are designated for that purpose.

#### Section 3 - TIME LIMITS:

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

mutual agreement in writing.

- B. If a teacher does not file a grievance in writing as provided herein within 60 days after the teacher knew or should have known of the act or condition on which the grievance is based or within thirty days after informal procedures are initiated, whichever is less, then the grievance shall be considered as waived.
- C. Any of the levels provided in Section 5 may be bypassed, provided the parties mutually agree in writing to do so.
- D. Failure of the aggrieved person, the Association or the School Board or administration to respond to a grievance within the time limits provided in Level I - III, following, shall be deemed a denial, and the grievance may be appealed to the next level.
- E. The Association shall be informed of all meetings and shall receive copies of all documents relating to Section 5. The Association shall be allowed to have a representative present at all meetings held in relation to Section 5.
- F. Meetings or hearings relating to Section 5 or Section 6 may be held during the duty day, and teachers shall not be deducted wages or leave credit due to their participation in the grievance and arbitration procedures.
- G. 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.

#### **Section 4 - INFORMAL PROCEDURES:**

- A. If a teacher feels that he/she has a grievance, he/she shall first discuss the matter with his/her principal or supervisor to whom he/she is directly responsible to in an effort to resolve the problem informally.
- B. If after such a discussion the teacher is not satisfied with the disposition of the matter, he/she shall attempt to resolve the problem with other appropriate administrators and shall have the right to have the building grievance representative assist him/her.
- C. Although the teacher is encouraged to handle a grievance through normal administrative channels, nothing in this section precludes the right to discuss the problem directly with the Superintendent of schools.

#### **Section 5 - FORMAL PROCEDURES:**

##### **Level One - School Principal**

- A. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to the principal.
- B. The principal shall within five days render a decision and the reason therefore in writing to the aggrieved person and the building representative. One copy shall be retained by the

principal.

- C. The principal shall keep on file a statistical summary of the number and types of grievances processed, not to include individual names or details of grievances.
- D. A teacher who is not directly responsible to a building principal may submit his/her formal grievance claim to the administrator to who he/she is directly responsible to. Said administrator shall carry out the aforementioned responsibilities of the principal.

#### Level Two - Superintendent of Schools

- A. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may appeal the grievance to Level Two by filing a written appeal with the Superintendent within ten days of receipt of the written decision at Level One.
- B. The Superintendent or designee shall arrange a meeting with the aggrieved person within ten days of receipt of the written appeal to discuss the grievance.
- C. The Superintendent or designee shall issue a decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting.

#### Level Three - School Board

- A. If the aggrieved person is not satisfied with the disposition of grievance at Level Two, he/she may appeal the grievance to Level Three by filing a written appeal with the chairperson of the School Board within ten days of receipt of the written decision at Level Two, or twenty days after the Level Two meeting, whichever is sooner.
- B. The School Board or a committee thereof, shall meet with the aggrieved party and the Association upon request, to discuss the grievance. Such meeting, if requested, shall be conducted informally, and all parties may present written and oral evidence, arguments and positions relating to the issues of the grievance.
- C. The School Board shall issue its decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting, or if no meeting is held, within twenty days of receipt of the written appeal.

#### **Section 6 - ARBITRATION PROCEDURES:**

- A. In the event that the aggrieved person or the Association and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as provided herein:
  - 1. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and the Association, and such request must be filed in the office of the Superintendent, or designee, within 30 days following the receipt of the written decision in Level Three, or the date on which the written decision should have been received. Failure of the aggrieved person or the Association to appeal a level three decision in the time limits provided, shall be deemed a waiver of the grievance.
  - 2. No grievance shall be considered by the arbitrator which has not been first duly



processed in accordance with the grievance procedure and appeal provisions.

3. Upon the proper submission of a grievance under the terms of this procedure, the parties, within ten days after the request to arbitrate, shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. The Association may request the Bureau of Mediation Services, (B.M.S.), to supply the parties with a list of five names, providing such request is made within twenty days of the failure to agree on an arbitrator. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on whom shall strike the first name, the question shall be decided by a flip of the coin.
4. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator with a copy to the School Board, the submission of the grievance which shall include the following:
  - A. The issues involved.
  - B. Statement of the facts.
  - C. Position of the grievant.
  - D. The written documents relating to Article XV, Section 5, of the grievance procedure.

The School Board may make a similar submission of information relating to the grievance.

5. The grievance shall be heard by a single arbitrator and both parties may be represented by such a 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. The proceeding before the arbitrator shall be a hearing denovo, provided, however, that neither party shall be permitted to rely on any evidence, testimony or argument not disclosed to the other party at least five days prior to the hearing.
6. The decision by the arbitrator shall be rendered within 30 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.
7. Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
8. The arbitrator shall have jurisdiction over disputes or disagreements relating to

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

**Section 7 - REPRISALS:** No reprisals of any kind will be taken by the School Board or the school administration against any teacher because of his/her participation in this grievance procedure.

**Section 8 - ELECTION OF REMEDIES AND WAIVER:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article 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.

## **ARTICLE XVI**

### **QUALITY STEERING COMMITTEE (QSC)**

**Section 1 - POLICIES:** Educational policies of the school district not covered by this contract may be referred to a special committee of representatives of the Association and District administration known as the Quality Steering Committee (QSC).

**Section 2 - MEMBERS:** Members of the QSC will be selected by their respective organizations.

**Section 3 - MEETINGS:** The QSC will meet one time per month at mutually acceptable times. Such meetings will be scheduled, for the following school year, prior to the end of the school year.

**Section 4 - AGENDA:** Agenda items will be submitted to the Association President and/or Superintendent (or designee) who will collaboratively establish the monthly meeting agenda.

**Section 5 - POLICY MODIFICATIONS:** The School Board or its representative shall provide a copy of any proposed new or modified district policy, rule or regulation to the Association President preceding action or adoption of such policy, rule or regulation.

## ARTICLE XVII

### TEACHER RETIREMENT

**Section 1 - RETIREMENT ELIGIBILITY:** A teacher may elect retirement from teaching in District 834, effective at the conclusion of the school year during which they reach the age of TRA eligibility or any of the succeeding school years, or to meet statutory opportunities, or at such other times as may be approved by the School District. Notice of such election must be made by no later than February 15. A teacher requesting to retire at times other than the end of a school year must provide at least 60 working days advance notice. The following provisions apply:

Subd. 1 – Severance Service Formula - Teachers employed prior to July 1, 1994, who retire after a minimum of five years of full time employment (or its equivalent) in District 834 shall be eligible to receive severance. Employees hired on or after July 1, 1994, shall be eligible for the matching deferred plan only, as described in Section 5 of this Article.

Subd. 2 – Any teacher who has 30 years or more service in District 834, hired prior to July 1, 1994, is eligible for severance without regard to sick leave accumulation.

Subd. 3 – Sick leave limitation – The number of payment days for teachers with less than 30 years of District service shall not exceed the teacher's sick leave reserve at the time of retirement except that in no case will the teacher's payment days be less than one-half the days accumulated in Subdivision 1.

Subd. 4 - Fringe benefits will be provided to early retirees in accordance with Article IX, Section 9.

Subd. 5 – Severance shall not be provided to any employee discharged for cause by the School Board.

### **Section 2 - RETIREMENT SEVERANCE PLANS:**

Subd. 1 - Retirement on or after July 1, 2005, for teachers not participating in a 403b matching plan prior to July 1, 2001.

Teachers retiring under this Subd. shall receive severance pay based on their current daily rate of pay, as provided in the following table.

<u>Year of Retirement</u>	<u>Maximum Days of Severance</u>
2017-18	84
2018-19	75
2019-20	66
2020-21	56

In addition, teachers are eligible to receive the District's contribution to the 403b matching plan.

Subd. 2 - Retirement for all teachers not covered in Subd. 1 above.

Teachers retiring under this subdivision shall receive the District's contribution to the 403b matching tax deferred plan provided under Section 5 of this article.

**Section 3 - RETIREMENT ENTITLEMENT:** Payment of retirement entitlement shall be made upon retirement. If the employee dies before the retirement payment has been made, the balance due shall be paid to a named beneficiary, or lacking same, to the estate of the deceased, in accordance with applicable laws and plan requirements.

**Section 4 - SEVERANCE DISTRIBUTION:** This section is intended to provide the method of implementation for Article XVII, Sections 1, 2, and 3.

**Subd. 1** – Under the terms of this agreement, the District will be required to make payment to the district designated vendor(s) providing IRS approved tax deferred plans such as 401a, 403b, 457, and the health care savings plan.

**Subd. 2** – Subject to the limitations listed below, the School District will contribute an amount equal to the value of 70% of the employee's severance entitlement directly into the retiree's tax deferred account and 30% into the employee's health care savings plan. The percentages described above may be modified in future negotiations.

**Subd. 3** – The Schools District's annual contribution into the retiree's tax deferred account must not exceed the IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the IRS maximum into the retiree's tax deferred account in January of the following year(s).

**Section 5 - MATCHING TAX DEFERRED PLANS:**

**Subd. 1** - Teachers shall be entitled to a matching School District contribution to a tax deferred account, subject to State and Federal law on the following basis:

- |    |   |  |
|----|---|--|
| A. | 0 - 2 years of actual service<br>to District 834          | 0  |
| B. | In excess of 2 years of actual<br>service to District 834 | Up to 3% of scheduled salary<br>(Appendix A1/A1-Q and A2/A2-Q,<br>salary only) |

**Subd. 2** - The District contribution will begin when the employee establishes participation in an eligible investment program as defined by Statute at an amount not to exceed the benefit schedule set out in Subd. 1 above. The District match cannot be accumulated on a retroactive basis if an employee elects to begin participation after the first year of eligibility. Changes to or initial entry into the plan shall occur on the first pay date following the date the information is received by the Human Resources department.

**Subd. 3** - Teachers must work at least .5 FTE or more in order to be eligible. Service shall mean years of service wherein the teacher is employed through District 834 School Board action on a continuous and permanent basis (including any approved leave of absence).

**ARTICLE XVIII**

**EMPLOYMENT PRACTICES**

**Section 1 - INDIVIDUAL CONTRACT:** Each teacher initially employed by the School Board, including long term substitute teachers as defined in Article VII, Section 4, shall be issued an individual contract in the form provided by Appendix E. Such contract shall state the teacher's general assignment and annual salary. Substitute teachers shall receive individual contracts as required by Article VII, Section 4, with paragraph 6 of Appendix E appropriately completed. Extensions or renewals of individual contracts will be handled by written or electronic notice of assignment.

**Section 2 - RESIGNATIONS:** A teacher who desires to be released from the individual contract at a time other than that provided in M.S. 122A.40, as amended, shall submit a resignation and request for release to Human Resources. Such request shall state the date on which the release is to be effective, except in an emergency, shall be submitted at least 60 days prior to the date on which the release is to be effective. Upon receipt of a request for release from a teacher, Human Resources, shall immediately begin procedures for securing an acceptable replacement teacher. The release of a teacher from an individual contract shall normally be contingent upon the ability to secure an acceptable replacement teacher, except in those cases involving personal medical situations or the transfer of a spouse away from the metropolitan area.

**Section 3 - EQUAL RIGHTS:** The provisions of this contract shall be applied without regard to race, creed, religion, color, national origin, age, sex, place of residence, marital status, status with regard to public assistance or disability provided the teacher is able to perform the duties of the job. Any disputes concerning the application of this Section shall be resolved by the appropriate State or Federal agency and shall not be subject to the grievance procedure contained in Article XV.

**Section 4 - TEACHER ASSIGNMENT:** A teacher's specific assignment shall continue unless written notice of assignment change for the forthcoming year is given by the building principal prior to the annual spring posting. In the event that additional changes in assignments occur, all teachers affected shall promptly be notified as soon as changes are finalized.

**Section 5 - JOB SHARE, PART-TIME OR REDUCED CONTRACTS:** Any administrative request or administration approved teacher request for a teacher on staff to accept a reduced contract shall be in writing and shall include any contract changes concerning benefits and rights to return to the original contract. A teacher who accepts part-time status and who qualifies under state law, may contribute to the teacher retirement fund as if he/she was working on a full-time basis. When the part-time status refers to job sharing, a waiver of medical insurance may be requested, provided proof that insurance coverage is continued through another source, and the combined cost of medical insurance for the two job share applicants does not exceed the cost of one. Teachers who accept reduced assignments shall maintain full seniority status and have the option to return to their maximum previous employment status after either one or two years leave, mutually determined in advance, provided the teacher has sufficient seniority and notification in writing is made to the personnel office by February 1. (See Appendix F)

## **ARTICLE XIX**

### **VACANCIES AND TEACHER PLACEMENT**

#### **Section 1 - VACANCIES:**

**Subd. 1** - A vacancy shall be defined as any co-curricular position and any position for which a certificate/license issued by the State Department of Education is required, for which a

certificated/licensed person currently on the staff or returning from leave has not been placed pursuant to the provisions of this master contract.

Subd. 2 - When vacancies occur after the first student contact day, it may be difficult or undesirable to fill them from within the district. Such a vacancy may be filled on a temporary basis until the end of the school year at which time the position will be considered vacant.

Subd. 3 - Where a vacancy (.4 FTE or greater) in any professional position in Independent School District 834 exists, Human Resources shall prepare a written notice of such vacancy including the license(s) required, qualifications, and job description. Such notices shall be posted on the District web site and an electronic copy shall be sent to the President of the Association. No vacancy shall be filled until notice of such vacancies shall have been posted for at least five working days with the following exceptions:

- a. During the spring posting period, the posting period shall be three working days;
- b. During the period of August 1 through the first student contact day each year, the posting period shall be two working days.

Subd. 4 - In the event vacancies occur after the close of the school year, Human Resources shall prepare a notice as provided in Subd. 3 and post such notice electronically and shall send an electronic copy to the President of the Association. Teachers who desire to receive notice of such postings will have access to such postings on the District's web site.

## **Section 2 - TRANSFER-VOLUNTARY:**

Subd. 1 - Teachers may apply for a transfer in response to a posting. Teachers desiring a transfer shall submit an electronic application for transfer to Human Resources. To reduce staff and student disruption, internal transfer requests will not be granted on or after the first regular teacher contract day, unless the District exercises its discretion to allow such transfers.

Subd. 2 - In filling non-promotional vacancies occurring within the professional staff of the district, preference shall be given whenever possible to District 834 teachers voluntarily requesting transfers under this Article. District 834 internal candidates shall be selected on the basis of seniority, experience and qualifications.

## **Section 3 - TRANSFER-INVOLUNTARY:**

Subd. 1 - When an involuntary transfer is necessary, the Superintendent, or designee, shall select the teacher(s) to be transferred based on the seniority, experience and qualifications of the teacher(s) affected. If teachers are judged equally experienced and qualified, the least senior teacher(s) will be transferred.

Subd. 2 - An involuntary transfer shall be made only after written notice of this proposed transfer to the teacher(s), and a meeting between the teacher(s) and the Superintendent, or designee, at which time the teacher(s) shall be notified of the reasons for the involuntary transfer. Teachers subject to involuntary transfers shall be notified of all open positions.

Subd. 3 - Transferred teachers shall be given all possible assistance such as visitation to the school and participation in planning new programs.

**Section 4 - ANNUAL SPRING POSTING(S):** Prior to February 15 of each year, Human Resources will establish a date when the first spring posting will occur, during which time all open positions for the upcoming school year will be posted. Prior to the annual spring postings, the administration shall meet and confer with the Association regarding the staffing of the next school year. Within ten calendar days of the conclusion of the first round of posting, a second round of posting shall occur. In establishing the criteria for posting, the school district shall first ascertain the status of all teachers for the next school year, including teachers on leave of absence and teachers intending to resign or retire. Each posting shall include overages and shortages resulting from imbalances in staffing needs and current vacancies in the teaching staff. The posting and filling of vacancies and shortages shall be according to the provisions of Sections 1, 2, and 3 of this Article. The school district may continue to post jobs on an individual basis throughout the school year, but vacancies will not be posted within forty calendar days prior to the date fixed by the Superintendent, or designee for the first posting unless the school district determines that unusual circumstances make such a posting advisable.

**Section 5 - APPLICATION OF LAW:** This Article constitutes the full and complete agreement regarding voluntary and involuntary transfers. Case law stemming from MS 122A.40, Subd. 10 and Subd. 11 shall not apply.

## **ARTICLE XX**

### **UNREQUESTED LEAVE OF ABSENCE & SENIORITY**

**Section 1 - PURPOSE:** The purpose of this Article is to designate a plan for unrequested leave of absence due to discontinuance of position, declining enrollment, or financial limitations. This Article constitutes the full and complete plan for placing teachers on unrequested leaves of absence in this District. This plan is intended to satisfy the provisions of MS 122A.40, Subd. 10. It is further intended that case law derived from MS 122A.40, Subd. 10 and Subd. 11 shall not apply to this contract.

### **Section 2 - DEFINITIONS:**

**Subd. 1** - For purposes of this article, teacher is defined according to Minnesota Statute 122A.40, Subd. 1, which includes any and all persons employed in a public school as members of the instructional and supervisory staff such as superintendent, principals, supervisors, classroom teachers, etc.

**Subd. 2** - "Licensed" shall mean a teacher who is licensed or certificated in the subject matter category by the State Board of Teaching.

**Subd. 3** - "Probationary" shall mean a licensed teacher who has not yet met the requirements to become a continuing contract teacher as specified by M.S. 122A.40.

### **Section 3 - SENIORITY:**

**Subd. 1** - Each teacher shall have seniority based on total teaching experience in the School District from the first day of uninterrupted contractual service which includes any approved leave of absence. In the event of equal seniority status, the following tie breaking procedures shall take effect:

- A. Teachers with lesser formal training beyond the Bachelor's Degree as approved pursuant to Article VII, Section 5 and completed and properly reported to Human Resources by

February 15 of each year, shall be placed on unrequested leave first.

- B. If after application of the above criteria, there is still a tie, the teacher or teachers to be placed on unrequested leave shall be designated by the board. Criteria for selection used by the Board shall include, but not be limited to, preferential status for that teacher having the lower Board of Teaching license number.

Subd. 2 - Service during the regular school year and time spent on approved leaves of absence from which the teacher returns to the School District shall be counted when determining seniority. Service in summer school, non-contractual driver education, curricular writing or extra curricular activities shall not be so counted.

Subd. 3 - Teachers who voluntarily resign from the service of the District shall lose their seniority status.

Subd. 4 - A seniority list of all teachers, including areas of licensure, first day of contractual service and Board of Teaching license number shall be updated annually, posted at each building and sent to the Association president by October 1 of each school year. Any teacher who feels that an error has been made on the seniority list shall notify Human Resources in writing of the alleged error by November 15. Human Resources, shall respond to the teacher with a copy to the Association within 15 working days of receipt of the written notice. Subject to any challenges to the accuracy of the list brought by a teacher through the provisions of the contract's grievance procedure, the most recent list shall be conclusive upon the parties for the current school year for all items on the list. In the event there are revisions made to the seniority list pursuant to this subdivision, a revised seniority list shall be posted.

Subd. 5 - At the March meeting referred to in Section 4, Subd. 1 of this Article, the Association and District representatives shall make a determination as to whether any teachers, who may be subject to being placed on unrequested leave in the current school year, have the same seniority date. If so, the District and Association representatives will establish a "credit determination meeting" with each of the affected teachers within five working days for the purpose of identifying the teacher with the lesser formal training referred to in Section 3, Subd. 1(a) of this Article. A teacher who feels that an error has been made in this regard shall notify Human Resources in writing of the alleged error within five working days following the "credit determination meeting" referred to above. Human Resources shall respond to the teacher with a copy to the Association within five working days following receipt of the written notice. Subject to any challenges by a teacher to the accuracy of the determination made herein, the decision made at the "credit determination meeting" shall be conclusive upon the parties for the current school year. In the event an arbitration hearing becomes necessary in this regard, it is agreed that an "expedited arbitration hearing" procedure will be utilized.

#### **Section 4 - PROCEDURE:**

Subd. 1 - In the event that unrequested leaves of absence are contemplated, the Superintendent, or designee, shall consult the Association during the month of March preceding the layoffs in an effort to minimize the impact on the teaching staff and the educational unrequested leave, the School Board shall first ascertain the status of all teachers for the next school year, including teachers on leave of absence, and teachers intending to resign or retire.

Subd. 2 - In the event of discontinuance of one or more positions, the position to be discontinued shall be listed and posted in each building and a copy sent to the Association. Teachers who are to be



placed on unrequested leave of absence shall receive preliminary notice, notice of hearing rights, and final written notice by June 1.

Subd. 3 - Any unrequested leave of absence shall be effective at the beginning of the next school year and shall be without pay and district paid fringe benefits.

Subd. 4 - Teachers may be placed on unrequested leaves of absence in the following order from among all teachers in the School District licensed for the positions which are proposed to be discontinued:

- A. Probationary teachers will not be placed on unrequested leave and will not have recall rights.
- B. No continuing contract teacher shall be placed on unrequested leave of absence while a probationary teacher is retained in the same area of licensure.
- C. Continuing contract teachers shall be placed on unrequested leaves of absence in inverse order of seniority.

Subd. 5 - Any teacher having more than one area of licensure who is placed or about to be placed on unrequested leave of absence according to the provisions of this Article, shall have the right to take another position in the district for which he/she is licensed, provided that the teacher's seniority status shall be greater than another teacher in such area. For the purpose of the Article, only teaching fields licensed prior to February 15 of a school year can be used for subsequent unrequested leave purposes. In no case does this section permit any teacher to take another position which would result in a promotion to a higher level position.

Subd. 6 - Nothing in this Article shall require the School District to reassign a senior teacher to a different subject matter or grade level to accommodate the seniority claims of a junior teacher. Involuntary reassignment from one licensure area to another which alters the order of layoff or recall for the following year shall be jointly determined by the Association and School District. Issues not agreed to may be submitted directly to arbitration for resolution.

## **Section 5 - REINSTATEMENT:**

Subd. 1 - Teachers who are placed on unrequested leave shall be reinstated in the inverse order in which they were placed on unrequested leave to other available positions for which they were licensed including substitute positions known in advance to be 30 working days or more. Teachers who have earned a new license while on unrequested leave shall be offered a position in such new area only if there is an opening and no licensed teachers are on unrequested leave in that area. Teachers reinstated under this section will receive regular teaching contracts. Teachers reinstated to substitute positions known in advance to be 80 days or more will be eligible for fringe benefits according to Article IX, Section 2.

Subd. 2 - Teachers placed on unrequested leave of absence shall be reinstated to a position commensurate to the original position from which they have been given leave. When only part-time teaching positions are available, such positions must be offered to teachers on the call back list whose prior employment status was at least equal to or greater than the position being offered. If a teacher accepts a reinstatement to a part-time position of lesser employment status than previously held, and subsequently a position of greater employment status becomes available, the teacher shall be offered such position at any time prior to the first student contact day. Any teacher on the call back list who

accepts or refuses a position which is not equivalent to the original position does not waive his/her rights on the call back list.

Subd. 3 - When part-time positions in an area of certification are occupied by teachers entitled to full-time positions, the administrator is encouraged to combine such positions where possible and offer the position(s) to the most senior teacher(s).

Subd. 4 - If a position becomes available for a teacher on unrequested leave who is appropriately licensed, the School District shall send notice by certified mail. Upon notification by the School District, the teacher shall be allowed at least ten working days for response.

Subd. 5 - It shall be the responsibility of any teacher on unrequested leave to provide a current mailing address filed with the School District's Human Resources office. Failure of a notice to reach a teacher shall not be the responsibility of the School District if receipt of certified mail is provided.

Subd. 6 - No new teacher shall be hired while there is available on unrequested leave a teacher who is licensed to fill the vacancy.

Subd. 7 - A teacher's right to reinstatement shall continue for a period of five years or until the teacher rejects an offer of reinstatement which is effective at the beginning of a school year unless such rejection is due to another contractual commitment or assignment to another area of licensure as provided herein. Rejection of an offer of reinstatement, which is made after August 1 of any year or requires a teacher to be assigned to an area of licensure in which the teacher has not taught within the five school years immediately prior to being placed on unrequested leave, shall not cancel the teacher's right to reinstatement.

Subd. 8 - A teacher shall be required to maintain the license(s) in the area(s) in which they were licensed at the time they were placed on unrequested leave of absence. Failure to do so shall result in the termination of their rights to reinstatement and shall be construed to be a resignation.

Subd. 9 - A teacher reinstated under this Article shall have all contracted rights to seniority, fringe benefits, and leaves of absence restored to him/her, and shall be placed on the salary schedule in accordance with the provisions of Article VII.

Subd. 10 - The School District shall provide all District insurance benefits until August 31 following placement on unrequested leave of absence to all teachers placed on unrequested leave of absence. If teachers have not been reinstated before the beginning of the following school year, as members of the insured group, the teachers may continue health and hospitalization, life and dental insurance programs at their own expense for the duration of their placement on the unrequested leave list according to Section 5, Subd. 7.

## ARTICLE XXI

### INSTRUCTIONAL CONDITIONS

**Section 1 - STUDENT TEACHER/INTERNS:** The administration shall make no assignment of a student teacher/intern without the mutual agreement of the teacher(s) to be responsible for such student teacher/intern. Teacher(s) who agree to work with the student teachers/interns shall be responsible for providing appropriate instruction, supervisory and other educational situations, to be developed according to the procedures of the building and the college or university placing the

student teacher. Teacher(s) responsible for student teachers/interns may accept any honorarium provided by the college or university.

**Section 2 - STUDENT BEHAVIOR NOTIFICATION:** To the extent permitted by law, the school administration will inform building teachers of students whose conduct indicates dangerous behavior or who have carried weapons on to school grounds. Teachers shall maintain the confidentiality of such information. This section will be subject only to levels one and two of the grievance procedure under this contract.

**Section 3 - CLASS ASSIGNMENTS:** Any assignment to a zero or seventh hour class shall be by mutual agreement between the district and the teacher. Such assignment shall be agreed to annually, and shall last for one school year or less. The SCEA will be notified of any such agreement.

## **ARTICLE XXII**

### **TEACHER PROTECTION AND STUDENT DISCIPLINE**

**INTRODUCTION:** It is recognized by the Board and teachers that a duty of the professional educator is to nurture the self-worth of individuals throughout the educational proceedings. To this end, teachers undertake a sustaining duty in regard to student discipline. In order to apply the standards of student conduct as adopted by the board in District Policy S.R. 1.20 (and accompanying regulations collectively dated 7/18/13), teachers require extensive support.

**Section 1 - NECESSARY USE OF FORCE:** To prevent injury to another person or to protect oneself, a teacher may use such force as is necessary.

**Section 2 - ASSAULT:** Any case of assault upon a teacher shall be promptly reported to the School Board or its designated representative. Time lost by a teacher in connection with such incident shall not be charged against the teacher.

**Section 3 - FIRST REMOVAL FROM THE CLASSROOM:** When, in the judgment of a teacher, a student is seriously disrupting the instructional program to the detriment of the students, the teacher may exclude the student from the classroom and refer him/her to the principal or designee. In such cases, the principal or designee will arrange as soon as possible a conference between himself/herself and the teacher to discuss the problem and to decide upon appropriate steps for its resolution.

**Section 4 - SECOND REMOVAL FROM THE CLASSROOM:** When, in the judgment of a teacher, the student continues serious disruption of the instructional program to the detriment of other students, the teacher may exclude a student from the classroom a second time and refer him/her to the principal or designee. The principal will arrange as soon as possible, a conference between himself/herself, the parent(s) of the child and the teacher to discuss the problem and decide steps for its resolution.

### **Section 5 - COMPLAINT AGAINST A TEACHER:**

**Subd. 1** - In the event an administrator receives a complaint against a teacher, said teacher will be informed of the nature of the complaint within a reasonable period of time. If the complaint is

written, and may result in discipline, the teacher will receive a copy of the complaint within 10 days. If the complaint does not result in discipline, a copy will be provided to the teacher no later than the last day of the school year.

Subd. 2 - No written or summarized complaint against a teacher may be placed in his/her individual file without the teacher's knowledge and opportunity to attach a response thereto. The file notation shall indicate if the teacher requested a conference with the complainant and a summary of such possible conference.

## **ARTICLE XXIII**

### **ADULT BASIC EDUCATION (ABE) AND EARLY CHILDHOOD FAMILY EDUCATION (ECFE) TEACHERS**

**INTRODUCTION:** The following articles apply to ABE and ECFE teachers who are included in the bargaining unit.

Article I:	Purpose of Contract
Article II:	Recognition of Exclusive Representative
Article III:	Definitions
Article IV:	School Board Rights
Article V:	Teacher Rights
Article VI:	Association Rights
Article VII:	Compensation and Salary Schedules (except Sections 1 - SALARY SCHEDULES)
Article VIII:	Supplemental Compensation
Article IX:	Insurance (see Section 4 – INSURANCE, below for eligibility)
Article X:	Leaves (except Sections 1 - SICK LEAVE, 2 - PERSONAL LEAVE, 4 - SABBATICAL LEAVE, and 12 - UNSPECIFIED LEAVE)
Article XIII:	Additional Activities
Article XIV:	Summer and Extended Employment
Article XV:	Grievance Procedures
Article XVI:	QSC Committee
Article XVII:	Teacher Retirement
Article XVIII:	Employment Practices (only Section 3 - Equal Rights applies)
Article XXII:	Teacher Protection and Student Discipline (except Sections 3 - FIRST REMOVAL FROM THE CLASSROOM and 4 - SECOND REMOVAL FROM THE CLASSROOM)
Article XXV:	Additional Provisions
Appendices B, C, D, E	

**Section 1 - CONTRACT YEAR:** The parties acknowledge that the limitation of the contract terms of duty days, hours, normal school calendar, etc., do not apply to the ABE and ECFE Teachers. The parties further acknowledge that ABE and ECFE programs will be conducted over the period of the fiscal year on a calendar necessarily different from that of the K-12 teaching staff. A full-time contract year for ABE and ECFE teachers shall consist of 1402 hours.

**Section 2 - HOLIDAYS:** At the beginning of each session, one hour of holiday pay shall be calculated into the teacher's annual salary, for each 37.5 hours scheduled, to a maximum of 37.5 hours per year. Such hours shall not include voluntary staff meetings.

**Section 3 - PREPARATION TIME:** Preparation time shall be granted at a rate of 40% of actual teaching time.

**Section 4 - INSURANCE:** A teacher who is contracted to work 1122 or more hours during a fiscal year will be entitled to the insurance benefits described in Article IX. A part-time teacher who is contracted to work 701 or more hours during the fiscal year will be entitled to the insurance benefits described in Article IX.

**Section 5 - LEAVES:** All members of the bargaining unit shall be entitled to sick leave and personal leave on the following basis:

**Subd. 1 - Sick Leave:** At the beginning of each session, each teacher will be credited with one (1) paid sick leave hour for each sixteen hours scheduled. Such hours shall not include voluntary staff meetings. Unused sick leave hours may accumulate without limit. The School Board may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for such sick leave pay. Sick leave is to be utilized for all absences resulting from a teacher's physical and mental illness, therapy, examinations and consultations. Sick leave may also be used for serious illnesses, therapy, examinations and consultations for immediate family members. Sick leave may also be used for the illness of a child. Commencing at the beginning of each ABE and ECFE teacher's assignment during a fiscal year, each teacher eligible for sick leave shall be credited with one of the sick leave hours that the teacher would earn in that year.

**Subd. 2 - Personal Leave:** Up to one paid personal leave day per school year may be granted to a teacher for absences from work for reasons beyond the control of the teacher.

- A. When it is imperative that a teacher be present at a non-school activity which must take place during a regular work day, the supervisor may authorize personal leave at the request of the teacher.
- B. Reasons for personal leave may include, but are not limited to, death or serious illness in the teacher's immediate family or household, family emergencies, attendance at funerals, required attendance in a court of law, legal consultations, required academic examinations and registrations, college graduations of family members and other similar situations. Personal leave may not be used to extend vacation, for a business trip with a spouse, to get married, for a honeymoon, for hunting or fishing trips, for routine family illness (other than provided by law), or in lieu of sick leave.
- C. Personal leave may be used for personal or family illnesses when sick leave has been exhausted.
- D. Personal leave will not be deducted from sick leave.
- E. The supervisor may approve additional paid days.

**Subd. 3 – Unspecified Leave:** ECFE / ABE Teachers shall be eligible for one paid day of unspecified leave each year. Unspecified leave days may accumulate to a maximum of two days.

**Section 6 - SENIORITY:** Seniority commences on the date on which a bargaining unit teacher is hired as an ABE and/or ECFE teacher. Teachers hired in the ABE and/or ECFE programs shall accumulate no seniority on the K-12 teachers' seniority list. Separate seniority lists will be

maintained for each of the ABE and ECFE programs.

The ABE and the ECFE seniority lists will be posted within the worksite(s) on or before October 15 of each year. Any teacher who feels that an error has been made on the seniority list shall notify the Executive Director of Human Resources in writing of the alleged error by November 15. The Executive Director of Human Resources, or designee, shall respond to the teacher with a copy to the Association within 15 working days of receipt of the written notice. A teacher may challenge the correctness of the list, however, in the absence of a written grievance being filed within ten days from the date of posting, the posted list will be conclusively deemed to be correct. In the event there are revisions made to this seniority list pursuant to this subsection, a revised seniority list shall be issued.

**Section 7 - STAFF REDUCTIONS AND RECALL:** When the School District concludes that it is necessary to reduce the number of ABE and/or ECFE teachers, the release shall be in seniority order, unless the School District can show program justification for departing from strict seniority. When a workload reduction is known ten working days prior to the start of the school year, less senior teacher's assignments will be reduced before more senior teachers unless reasonable program justification exists for departing from strict seniority. Cancellation of classes during the school year shall not cause the reassignment of senior teachers to classes assigned to junior teachers. ABE teachers may only exercise seniority rights within their separate seniority list and may not displace K-12 or ECFE teachers through the exercise of their seniority. ECFE teachers may only exercise seniority rights within their separate seniority list and may not displace K-12 or ABE teachers through the exercise of their seniority. K-12 teachers may not displace ABE and/or ECFE teachers through the exercise of their seniority.

Recall shall normally be in seniority order. A teacher with the greatest seniority shall be recalled first from the layoff list, unless the School District can show justification for departing from the strict seniority. Teachers eligible for recall shall be appropriately notified.

**Section 8 – ASSIGNMENT, VACANCIES AND PLACEMENT:** Assignment of classes within the ABE/ECFE programs is at the discretion of the School District.

All vacant positions shall be posted within the ABE/ECFE worksite utilizing the following procedures:

- A. In the event vacancies occur after the close of the school year and up to ten working days prior to the beginning of the forthcoming school year, the School District shall prepare and post a notice of such vacancy for five working days. Any properly licensed teacher employed by ABE/ECFE may apply in writing for a vacancy and all written applications shall be considered. If, in the opinion of the administration, applicants already employed among the ABE/ECFE staff are acceptable and equally qualified, preference will be given to the most senior candidate. Unsuccessful candidates for a position shall be so notified of the decision.
- B. When vacancies occur within ten working days of the beginning of a school year or after the first student contact day, such a vacancy may be filled on a temporary basis until the end of the school year at which time the position will be considered vacant.

**Section 9 - SALARY:** ABE and ECFE teachers shall be paid on the following salary schedule

**2017-2018 ABE/ECFE Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/MA</b>
1	28.18	29.17	30.17	31.18	32.21
2	29.31	30.39	31.49	32.61	33.75
3	30.48	31.67	32.88	34.12	35.38
4	31.70	33.00	34.32	35.68	37.07
5	32.97	34.38	35.84	37.32	38.85
6	34.29	35.82	37.41	39.04	40.72
7	35.66	37.33	39.06	40.84	42.67
8	37.08	38.90	40.78	42.71	44.72
9	37.08	38.90	42.57	44.68	46.87
10	37.08	38.90	42.57	44.68	49.12
11	37.08	38.90	42.57	44.68	49.12
12	39.13	40.94	44.61	46.72	51.16
13	39.13	40.94	44.61	46.72	51.16
14	39.13	40.94	44.61	46.72	51.16

**2017-2018 ABE/ECFE QComp Salary Schedule**

<b>Performance Increments</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/MA</b>
1	28.18	29.17	30.17	31.18	32.21
2	29.31	30.39	31.49	32.61	33.75
3	30.48	31.67	32.88	34.12	35.38
4	31.70	33.00	34.32	35.68	37.07
5	32.97	34.38	35.84	37.32	38.85
6	34.29	35.82	37.41	39.04	40.72
7	35.66	37.33	39.06	40.84	42.67
8	37.08	38.90	40.78	42.71	44.72
9	37.08	38.90	42.57	44.68	46.87
10	37.08	38.90	42.57	44.68	49.12
11	37.08	38.90	42.57	44.68	49.12
12	39.13	40.94	44.61	46.72	51.16
13	39.13	40.94	44.61	46.72	51.16
14	39.13	40.94	44.61	46.72	51.16

**2018-2019 ABE/ECFE Salary Schedule**

STEP	BA	BA+15	BA+30	BA+45	BA+60/MA
A	30.61	31.74	32.89	34.06	35.25
B	31.83	33.07	34.34	35.63	36.95
C	33.11	34.46	35.85	37.27	38.72
D	34.43	35.91	37.43	38.98	40.58
E	35.81	37.42	39.07	40.77	42.53
F	37.24	38.99	40.80	42.65	44.57
G	38.73	40.62	42.59	44.61	46.71
H	38.73	40.62	44.46	46.66	48.95
I	38.73	40.62	44.46	46.66	51.30
J	38.73	40.62	44.46	46.66	51.30
K	40.86	42.76	46.59	48.80	53.43
L	40.86	42.76	46.59	48.80	53.43
M	40.86	42.76	46.59	48.80	53.43

Footnote: Step one eliminated from salary schedule beginning with the start of the 2018-19 school year. Steps renumbered to alpha.

**2018-2019 ABE/ECFE QComp Salary Schedule**

Performance Increments	BA	BA+15	BA+30	BA+45	BA+60/MA
A	30.61	31.74	32.89	34.06	35.25
B	31.83	33.07	34.34	35.63	36.95
C	33.11	34.46	35.85	37.27	38.72
D	34.43	35.91	37.43	38.98	40.58
E	35.81	37.42	39.07	40.77	42.53
F	37.24	38.99	40.80	42.65	44.57
G	38.73	40.62	42.59	44.61	46.71
H	38.73	40.62	44.46	46.66	48.95
I	38.73	40.62	44.46	46.66	51.30
J	38.73	40.62	44.46	46.66	51.30
K	40.86	42.76	46.59	48.80	53.43
L	40.86	42.76	46.59	48.80	53.43
M	40.86	42.76	46.59	48.80	53.43

Footnote: Step one eliminated from salary schedule beginning with the start of the 2018-19 school year. Steps renumbered to alpha.



## ARTICLE XXIV

### ADDITIONAL PROVISIONS

**Section 1 - TERM AND REOPENING NEGOTIATIONS:** This contract shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2019. If a new contract has not been duly entered into prior to June 30, 2019, the terms of this contract shall continue in full force and effect until such substitute contract is adopted, which shall then be fully retroactive to July 1, 2019, unless the employees fail to work because of strike. Between the months of March and June of 2019 the parties shall initiate negotiations for the purpose of entering into a successor agreement for the next two year period.

**Section 2 - EFFECT AND FINALITY:** This contract constitutes the full and complete contract between the School Board and the Association. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3 - AMENDMENTS:** This contract shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written signed amendment to this contract.

**Section 4 - SEVERABILITY:** If any provision of this contract or any application of the contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. A substitution for an invalidated provision of this master contract will be sought through consultation and negotiation with the Association.

**Section 5 - COPIES OF CONTRACT:** There shall be three signed copies of the final contract for the purpose of record. One copy shall be retained by the School Board, one by the Association and one by the superintendent, or designee. Copies of this contract titled "Master Contract between the School Board of District 834 and the St. Croix Education Association" shall be furnished electronically to all bargaining unit members within 30 days after the contract is signed off by all parties. Human Resources shall furnish 50 copies of the Master Contract to the Association President.

**Section 6 - INDIVIDUAL CONTRACT RIGHTS:** All teachers, except occasional substitutes, will be initially employed by written individual contracts. Any individual contract between the school district and an individual teacher, heretofore executed, will be subject to and consistent with the terms and conditions of this master contract. If an individual contract contains any language inconsistent with the master contract, this master contract during its duration will be controlling. Any individual contract hereafter executed shall be in the form provided in Appendix E. Extensions or renewals of individual contracts may be by written notice of assignment.

**Section 7 - SITE-BASED DECISION-MAKING:** If the District and the SCEA mutually agree to initiate implementation of a Site-Based Decision Making Program, the following guidelines will apply:

- A. The District and the Association agree that programs which provide increased opportunities for teacher involvement in building-level decision-making ("Site-Based Decision-Making

Programs") can foster the collegial exchange of ideas and information so necessary for effective professional practice, and improve the educational process.

- B. The Superintendent, or designee, and the building principals will confer with the SCEA regarding a proposed site-based decision-making program.
- C. (1) If any aspect of a site-based decision-making program is contrary to the terms of the collective bargaining agreement, said aspect will not be implemented unless a waiver is obtained from the Association and the District. If such a waiver is obtained, the collective bargaining agreement will be deemed modified only to the extent necessary to implement this aspect of the program.  
  
(2) Except to the extent waived pursuant to paragraph 1 above, the collective bargaining agreement will remain in full force and effect and have full application to the employees who are affected by a site-based decision-making program.
- D. Any dispute that may arise, other than a dispute regarding the interpretation of the current master contract, regarding the development or implementation of a site-based decision-making program will be subject to review by the District oversight (steering) committee which consists of 50% teachers all appointed by the Association and which may include QSC. Resolution of an irresolvable dispute will include a neutral third party mediator or consultant who will cast the deciding vote in the case of a tie.
- E. The District and the Association each have the separate ability to request either a slowdown or withdrawal from any aspect of the SBDM process. Each side can exercise this option by a formal letter to the other side stating the desire to slow down or withdraw and state the reasons. There will be a cooling off period of thirty days during which the sides will meet and discuss the issue possibly using a third party consultant. By the end of the thirty days, both parties must have reached an agreement on the issues or the program will be terminated within ten calendar days.

ARTICLE XXV

IN WITNESS WHEREOF, the parties have signed this contract on this 4<sup>th</sup> day  
of December, 2017.

FOR ST. CROIX EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
President

12/4/17  
Date

FOR SCHOOL DISTRICT 834

  
\_\_\_\_\_  
Chief Board Negotiator

  
\_\_\_\_\_  
School Board Member

12.4.17  
Date

**APPENDIX A-1**

**2017-18 Salary Schedule**

	BA+60/								
	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60
1	40,260	41,667	43,095	44,543	46,016	46,750	47,493	48,242	48,986
2	41,869	43,419	44,989	46,591	48,220	49,019	49,824	50,627	51,441
3	43,543	45,236	46,968	48,740	50,536	51,399	52,257	53,136	54,008
4	45,285	47,141	49,033	50,973	52,964	53,886	54,826	55,764	56,713
5	47,098	49,116	51,198	53,318	55,506	56,505	57,504	58,526	59,544
6	48,983	51,178	53,447	55,769	58,169	59,245	60,328	61,419	62,523
7	50,937	53,331	55,804	58,338	60,960	62,116	63,282	64,464	65,650
8	52,978	55,567	58,255	61,019	63,885	65,129	66,382	67,655	68,927
9	52,978	55,567	60,816	63,828	66,951	68,290	69,641	70,999	72,382
10	52,978	55,567	60,816	63,828	70,170	71,599	73,048	74,520	75,998
11	52,978	55,567	60,816	63,828	70,170	71,599	73,048	74,520	75,998
12	55,894	58,484	63,734	66,745	73,084	74,519	75,964	77,436	79,796
13	55,894	58,484	63,734	66,745	73,084	74,519	75,964	77,436	79,796
14	55,894	58,484	63,734	66,745	73,084	74,519	75,964	77,436	79,796
15	57,210	59,798	65,049	68,061	74,400	75,834	77,279	78,751	81,112
16	57,210	59,798	65,049	68,061	74,400	75,834	77,279	78,751	81,112
17	57,210	59,798	65,049	68,061	74,400	75,834	77,279	78,751	81,112
18	58,218	60,804	66,055	69,067	75,407	76,840	78,285	80,640	82,118
19	58,218	60,804	66,055	69,067	75,407	76,840	79,168	80,640	82,118
20	58,218	60,804	66,055	69,067	75,407	76,840	79,168	80,640	82,118
21	60,151	62,741	67,988	70,999	77,340	78,773	81,103	82,575	84,055
22	60,151	62,741	67,988	70,999	77,340	79,656	81,103	82,575	84,055
23	62,473	65,064	70,312	73,325	80,168	81,979	83,427	84,898	86,376

Footnote: Employees who retire on or before June 30, 2018 will be eligible for a one time lump sum payment in the amount of \$1,863.

**APPENDIX A-1Q**

**2017-18 QComp Salary Schedule**

<b>Performance Increment</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/ MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>
1	40,260	41,667	43,095	44,543	46,016	46,750	47,493	48,242	48,986
2	41,869	43,419	44,989	46,591	48,220	49,019	49,824	50,627	51,441
3	43,543	45,236	46,968	48,740	50,536	51,399	52,257	53,136	54,008
4	45,285	47,141	49,033	50,973	52,964	53,886	54,826	55,764	56,713
5	47,098	49,116	51,198	53,318	55,506	56,505	57,504	58,526	59,544
6	48,983	51,178	53,447	55,769	58,169	59,245	60,328	61,419	62,523
7	50,937	53,331	55,804	58,338	60,960	62,116	63,282	64,464	65,650
8	52,978	55,567	58,255	61,019	63,885	65,129	66,382	67,655	68,927
9	52,978	55,567	60,816	63,828	66,951	68,290	69,641	70,999	72,382
10	52,978	55,567	60,816	63,828	70,170	71,599	73,048	74,520	75,998
11	52,978	55,567	60,816	63,828	70,170	71,599	73,048	74,520	75,998
12	55,894	58,484	63,734	66,745	73,084	74,519	75,964	77,436	79,796
13	55,894	58,484	63,734	66,745	73,084	74,519	75,964	77,436	79,796
14	55,894	58,484	63,734	66,745	73,084	74,519	75,964	77,436	79,796
15	57,210	59,798	65,049	68,061	74,400	75,834	77,279	78,751	81,112
16	57,210	59,798	65,049	68,061	74,400	75,834	77,279	78,751	81,112
17	57,210	59,798	65,049	68,061	74,400	75,834	77,279	78,751	81,112
18	58,218	60,804	66,055	69,067	75,407	76,840	78,285	80,640	82,118
19	58,218	60,804	66,055	69,067	75,407	76,840	79,168	80,640	82,118
20	58,218	60,804	66,055	69,067	75,407	76,840	79,168	80,640	82,118
21	60,151	62,741	67,988	70,999	77,340	78,773	81,103	82,575	84,055
22	60,151	62,741	67,988	70,999	77,340	79,656	81,103	82,575	84,055
23	62,473	65,064	70,312	73,325	80,168	81,979	83,427	84,898	86,376

Footnote: Employees who retire on or before June 30, 2018 will be eligible for a one time lump sum payment in the amount of \$1,863.

**APPENDIX A-2**

**2018-19 Salary Schedule**

STEP	BA	BA+15	BA+30	BA+45	BA+60/ MA	MA+15	MA+30	MA+45	MA+60
A	43,728	45,347	46,987	48,660	50,361	51,195	52,036	52,875	53,725
B	45,476	47,244	49,053	50,904	52,780	53,681	54,577	55,495	56,406
C	47,296	49,234	51,210	53,236	55,316	56,279	57,260	58,240	59,231
D	49,189	51,297	53,471	55,685	57,970	59,014	60,057	61,125	62,188
E	51,158	53,450	55,820	58,245	60,752	61,875	63,007	64,146	65,299
F	53,199	55,699	58,282	60,928	63,667	64,874	66,092	67,326	68,565
G	55,330	58,034	60,842	63,728	66,721	68,021	69,329	70,659	71,987
H	55,330	58,034	63,516	66,662	69,924	71,322	72,733	74,151	75,596
I	55,330	58,034	63,516	66,662	73,286	74,778	76,291	77,829	79,372
J	55,330	58,034	63,516	66,662	73,286	74,778	76,291	77,829	79,372
K	58,376	61,081	66,564	69,708	76,329	77,828	79,337	80,874	83,339
L	58,376	61,081	66,564	69,708	76,329	77,828	79,337	80,874	83,339
M	58,376	61,081	66,564	69,708	76,329	77,828	79,337	80,874	83,339
N	59,750	62,453	67,937	71,083	77,703	79,201	80,710	82,248	84,713
O	59,750	62,453	67,937	71,083	77,703	79,201	80,710	82,248	84,713
P	59,750	62,453	67,937	71,083	77,703	79,201	80,710	82,248	84,713
Q	60,803	63,504	68,988	72,134	78,755	80,252	81,761	84,220	85,764
R	60,803	63,504	68,988	72,134	78,755	80,252	82,683	84,220	85,764
S	60,803	63,504	68,988	72,134	78,755	80,252	82,683	84,220	85,764
T	62,822	65,527	71,007	74,151	80,774	82,271	84,704	86,241	87,787
U	62,822	65,527	71,007	74,151	80,774	83,193	84,704	86,241	87,787
V	65,247	67,953	73,434	76,581	83,727	85,619	87,131	88,667	90,211

Footnote: Step one eliminated from salary schedule beginning with the start of the 2018-19 school year. Steps renumbered to alpha.

**APPENDIX A-2Q**

**2018-19 QComp Salary Schedule**

<b>Performance Increment</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/ MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>
A	43,728	45,347	46,987	48,660	50,361	51,195	52,036	52,875	53,725
B	45,476	47,244	49,053	50,904	52,780	53,681	54,577	55,495	56,406
C	47,296	49,234	51,210	53,236	55,316	56,279	57,260	58,240	59,231
D	49,189	51,297	53,471	55,685	57,970	59,014	60,057	61,125	62,188
E	51,158	53,450	55,820	58,245	60,752	61,875	63,007	64,146	65,299
F	53,199	55,699	58,282	60,928	63,667	64,874	66,092	67,326	68,565
G	55,330	58,034	60,842	63,728	66,721	68,021	69,329	70,659	71,987
H	55,330	58,034	63,516	66,662	69,924	71,322	72,733	74,151	75,596
I	55,330	58,034	63,516	66,662	73,286	74,778	76,291	77,829	79,372
J	55,330	58,034	63,516	66,662	73,286	74,778	76,291	77,829	79,372
K	58,376	61,081	66,564	69,708	76,329	77,828	79,337	80,874	83,339
L	58,376	61,081	66,564	69,708	76,329	77,828	79,337	80,874	83,339
M	58,376	61,081	66,564	69,708	76,329	77,828	79,337	80,874	83,339
N	59,750	62,453	67,937	71,083	77,703	79,201	80,710	82,248	84,713
O	59,750	62,453	67,937	71,083	77,703	79,201	80,710	82,248	84,713
P	59,750	62,453	67,937	71,083	77,703	79,201	80,710	82,248	84,713
Q	60,803	63,504	68,988	72,134	78,755	80,252	81,761	84,220	85,764
R	60,803	63,504	68,988	72,134	78,755	80,252	82,683	84,220	85,764
S	60,803	63,504	68,988	72,134	78,755	80,252	82,683	84,220	85,764
T	62,822	65,527	71,007	74,151	80,774	82,271	84,704	86,241	87,787
U	62,822	65,527	71,007	74,151	80,774	83,193	84,704	86,241	87,787
V	65,247	67,953	73,434	76,581	83,727	85,619	87,131	88,667	90,211

Footnote: Step one eliminated from salary schedule beginning with the start of the 2018-19 school year. Steps renumbered to alpha.

## **APPENDIX B**

### **SUPPLEMENTARY COMPENSATION RATES**

INSTRUCTION, IN-SERVICE & SUPERVISION - All rates specified below are on an hourly basis unless otherwise indicated and shall be effective from September 1 through August 31 of the years indicated.

	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
Extra Class Offered for Credit	.1 FTE per semester (periods of less than one semester will be pro-rated based on actual number of duty days).	
Substitute Teaching by Regular Staff	41.00	42.82
Supplemental Instruction	26.41	27.58
Homebound Instruction	29.99	31.32
In-Service Work	22.39	23.38
Intramurals	18.04	18.84
Summer School	32.77	34.22

NOTE: Supplementary compensation rates shall be adjusted each year by the percent change in the beginning base of the salary schedule.



## APPENDIX C

### COACHES AND MSHSL ADVISOR ASSIGNMENT NEW COACH

		<b>Previous Coach</b>	
<b>Position</b>		<b>Date</b>	
<b>Activity Season</b>	F   W   S   Y	<b>School Location</b>	
<b>Immediate Supervisor</b>			
<b>Approved by</b>			
<b>Payment Distribution</b>	Equally Per Check _____	Lump Sum _____	Voucher _____
<b>Pay Code</b>			

**Point Formula System:** District 834 coaches, and advisors of MSHSL activities, will receive payment as calculated using a point formula which is applied to all activities in a uniform manner. The point system is applicable for both elementary and secondary activities. The specification for each coaching position must be determined by the principal working in concert with his/her staff, with approval of the Supervisor of Activities. The awarding of points to the advisor of a MSHSL activity is the responsibility of the Supervisor of Activities.

Unless the particular activity is terminated at the conclusion of the current year, or unless there is mutual consent on the part of both parties to this agreement, it is understood that this assignment will be continued during succeeding years unless either party gives notice of termination within 60 days of the conclusion of the activity. The district reserves the right to cancel a sport or activity due to lack of participation. In such case, notice shall be provided prior to the date of the first scheduled practice or meeting. It is further understood that this agreement does not carry with it the continuing contract provisions of M.S. 122A.40 and also will not be binding upon the teacher who resigns from the staff of the district.

Guidelines for the awarding of points are as follows:

- I. TIME:** The time required, including weekend time, for preparation, meetings, practices and performances will be consider in awarding points. The advisor of any activity requiring six hours or less will be paid at the after-hours rate.

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

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

<b>Experience</b>	<b>Points</b>	Number of years' service in this activity in District 834 = _____
0	0	
1 year	1	Number of years' experience outside District 834 = ____ yrs divided by 2 = ____ yrs
2 years	2	(Round down to nearest whole number with a maximum number of 3)
3 - 4 years	3	
5 - 6 years	4	Total number of years from both categories = _____ years
7 - 8 years	5	(Refer to the chart at the left to determine total service points)
9 - 12 years	6	
13 - 16 years	7	
17 - 20 years	8	
21 or more years	10	

**TOTAL SERVICE POINTS** \_\_\_\_\_

**III. RESPONSIBILITY** - The scope of planning and supervision that must be furnished by an advisor or a coach for a total program:

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

<b>Number of Assistants</b>	<b>Points</b>	
0	0	
1	1	
2	2	
3 or more	3	<b>A =</b> _____

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

<b>Levels</b>	<b>Points</b>	
1	1	
2	2	
3 or more	3	<b>B =</b> _____

**TOTAL RESPONSIBILITY POINTS** \_\_\_\_\_

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

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

**TOTAL SAFETY POINTS** \_\_\_\_\_

**V. PUBLIC INTEREST** - Only available to head coaches and advisors, this is measured by the personal demands on a supervisor from phone calls, requests from the media, and public appearances attributed to an activity.

**TOTAL PUBLIC INTEREST POINTS** \_\_\_\_\_

**VI. CONTINUING EDUCATION** – Available to all coaches under contract in District 834, the following points may be earned through attendance at workshops, classes or seminars. Recognizing that some workshops, classes or seminars may apply to one's teaching assignment, coaches and advisors are encouraged to carefully check the purpose and value of all continuing education programs. The hours attended cannot apply to both the salary schedule and the point system. All continuing education hours must be pre-approved by the Program Director (i.e. athletics or performing arts) in order to be eligible for point credit.

<b>Hours</b>	<b>Points</b>
10-19 Continuing Ed. Hours	1
20-30 Continuing Ed. Hours	2
31-42 Continuing Ed. Hours	3

**TOTAL CONTINUING EDUCATION POINTS** \_\_\_\_\_

*Note: Points awarded for continuing education may never exceed total time points.*

**Total Points Awarded** = \_\_\_\_\_ x \$ (current point value) = \$ \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX D**

**ADVISORS ASSIGNMENT**

<b>New Advisor</b>	<b>Previous Advisor</b>		
<b>Position</b>	<b>Date</b>		
<b>Club Season</b>	<b>School Location</b>		
F   W   S   Y			
<b>Immediate Supervisor</b>			
<b>Approved by</b>			
<b>Payment Distribution</b>	<b>Equally Per Check</b>	<b>Lump Sum</b>	<b>Voucher</b>
<b>Pay Code</b>			

Unless the particular activity is terminated at the conclusion of the current year, or unless there is mutual consent on the part of both parties to this agreement, it is understood that this assignment will be continued during succeeding years unless either party gives notice of termination within 60 days of the conclusion of the activity. The district reserves the right to cancel an activity due to lack of participation. In such case, notice shall be provided prior to the date of the first scheduled practice or meeting. It is further understood that this agreement does not carry with it the continuing contract provisions of M.S. 122A.40 and also will not be binding upon the teacher who resigns from the staff of the district.

Advisors shall be paid according to the following schedule:

**CLASS I – 100%: RATE: \$5,016 (2017-2018) \$5,239 (2018-2019)**

- |   |   |                                       |                                    |   |
|---|---|---------------------------------------|------------------------------------|---|
| <input type="checkbox"/> Band – Night<br>Jazz | <input type="checkbox"/> Orchestra –<br>Chamber | <input type="checkbox"/> Pony Express | <input type="checkbox"/> Vagabonds | <input type="checkbox"/> Yearbook -<br>SAHS |
|---|---|---------------------------------------|------------------------------------|---|

**CLASS II - 80% : RATE: \$4,013 (2017-2018) \$4,191 (2018-2019)**

- |   |  |                              |
|---|--|------------------------------|
| <input type="checkbox"/> Student<br>Council | <input type="checkbox"/> National<br>Honor Society<br>- SAHS | <input type="checkbox"/> FFA |
|---|--|------------------------------|

**CLASS III – 75%: RATE: \$3,762 (2017-2018) \$3,929 (2018-2019)**

- |  |
|--|
| <input type="checkbox"/> National Honor Society – Middle<br>School |
|--|

**CLASS IV – 55%: RATE: \$2,759 (2017-2018) \$2,881 (2018-2019)**

- |  |  |   |   |                                   |
|--|--|---|---|-----------------------------------|
| <input type="checkbox"/> Choir –<br>Middle<br>School | <input type="checkbox"/> Creative Arts –<br>SAHS | <input type="checkbox"/> Musical –<br>Vocal | <input type="checkbox"/> Night Band –<br>Wind | <input type="checkbox"/> Pep Band |
|--|--|---|---|-----------------------------------|

**CLASS V – 40%: RATE: \$2,006 (27-2018) \$2,095 (2018-2019)**

- |  |  |   |   |  |
|--|--|---|---|--|
| <input type="checkbox"/> Art             | <input type="checkbox"/> Class Advisor | <input type="checkbox"/> Drama – Middle School        | <input type="checkbox"/> FFA – Assistant              | <input type="checkbox"/> Math League – Middle School |
| <input type="checkbox"/> Orchestra – Pit | <input type="checkbox"/> Physics       | <input type="checkbox"/> Science Club – Middle School | <input type="checkbox"/> Student Gov. – Middle School | <input type="checkbox"/> Yearbook – Middle School    |

**CLASS VI – 33%: RATE: \$1,655 (2017-2018) \$1,728 (2018-2019)**

- |   |                                      |  |  |
|---|--------------------------------------|--|--|
| <input type="checkbox"/> Choir Sophomore Chamber Select | <input type="checkbox"/> Jazz – SAHS | <input type="checkbox"/> Jazz II – Middle School | <input type="checkbox"/> Newspaper – Middle School |
|---|--------------------------------------|--|--|

**CLASS VII – 25%: RATE: \$1,254 (2017-2018) \$1,310 (2018-2019)**

- |  |   |   |  |   |
|--|---|---|--|---|
| <input type="checkbox"/> Band – Varsity            | <input type="checkbox"/> Chamber Choir Club – Middle School | <input type="checkbox"/> BPA                            | <input type="checkbox"/> Choir Direct Female                           | <input type="checkbox"/> Distributive Education Clubs of America DECA |
| <input type="checkbox"/> French                    | <input type="checkbox"/> Homecoming                         | <input type="checkbox"/> International Student Exchange | <input type="checkbox"/> Jazz B - OL                                   | <input type="checkbox"/> Jazz A – Middle School                       |
| <input type="checkbox"/> Orchestra – Middle School | <input type="checkbox"/> Prom                               | <input type="checkbox"/> Psychology                     | <input type="checkbox"/> Students Against Destructive Decisions - SADD | <input type="checkbox"/> School Patrol                                |
| <input type="checkbox"/> Science Olympiad          | <input type="checkbox"/> Ski Club – Middle School           | <input type="checkbox"/> Spanish                        | <input type="checkbox"/> Stock Market – Middle School                  | <input type="checkbox"/> Weight Room– Middle School                   |
| <input type="checkbox"/> Skills USA                |   |   |  |   |

**VIII – 15%: RATE \$752 (2017-2018) \$785 (2018-2019)**

- |  |  |   |  |   |
|--|--|---|--|---|
| <input type="checkbox"/> Literary Magazine         | <input type="checkbox"/> Talent Show – Middle School | <input type="checkbox"/> Prom Assistant | <input type="checkbox"/> Drama Assistant | <input type="checkbox"/> National Honor Society Assistant |
| <input type="checkbox"/> Student Council Assistant |  |   |  |   |

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX E

### TEACHER CONTRACT

A. INTRODUCTION: The School Board of Independent School District No. 834 in the County of Washington and the State of Minnesota at a meeting called for this purpose enters into this agreement pursuant to MS 122A.40 as amended with \_\_\_\_\_, a legally qualified and certificated teacher who agrees to teach in the public schools of said district as a(n) for the regular school year \_\_\_\_\_, or for a lesser period beginning on or about and ending on or about \_\_\_\_\_.

B. GENERAL PROVISIONS: The following provisions shall apply and are a part of this contract:

1. Basic Services: Said teacher shall faithfully perform the teaching and non-teaching services prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board and any additions or amendments thereto for the annual salary indicated below and agrees to teach in the schools of said district as assigned in such grades or subjects for which the teacher has the necessary certification.

2. Duration: This contract is subject to the provisions of M.S. 122A.40 as amended and to all laws of the State of Minnesota relevant to qualification, certification, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation as provided by law.

3. Calendar: School year and vacation days shall be those named in the school calendar as adopted by the School Board except that the School Board reserves the right to change this calendar in the event that circumstances beyond the control of the board make this necessary. The teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the board so determines.

4. Additional Activities: Teachers may be required to reasonably participate in school activities beyond the basic teacher's day as required by the School Board or its designated representative. The normal workload for teachers beyond the basic teacher's day may include a reasonable share of extra-curricular, and supervisory activities as mutually agreed upon by the teacher and the principal, Superintendent or School Board. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights.

5. This contract shall be subject to the master contract between the School District and the exclusive representative.

6. Substitute Service: (Complete this section if applicable). This contract is issued under the authority granted the School District under Minnesota law to employ a teacher for substitute service and shall terminate with the closing date stated in paragraph A above without the necessity of formal board action to terminate this contract pursuant to Minnesota Statutes 122A.40. The teacher employed under this contract is:

(A) Replacing \_\_\_\_\_, a regular teacher on an approved leave of absence of less than a full school year from \_\_\_\_\_, \_\_\_\_\_, to \_\_\_\_\_, \_\_\_\_\_, or

(B) Employed because of an emergency of less than the full school year caused by \_\_\_\_\_.

7. Special Provisions: (State below if this contract is to be for part-time service. List any other special provisions and indicate whether any additional service is to become a part of the continuing contract)

C. COMPENSATION: In consideration thereof, the School Board agrees to pay said teacher the annual salary of \$ \_\_\_\_\_ for basic services payable according to Article VII, Section 3, Subdivision 1, in the Master Contract.

IN WITNESS WHEREOF, we have hereunto subscribed our names.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

## APPENDIX F

### JOB SHARE AGREEMENT

Teacher A, and Teacher B, continuing contract teachers, of the Stillwater Area School District, have requested the opportunity to job share for the \_\_\_\_\_ school year.

The shared positions arrangement must have the approval of the Principal and Human Resources. Their signatures affixed hereto signify their approval.

Variances from the provisions of the Teachers' Master Contract must have the approval of the St. Croix Education Association. The signature of the President of the St. Croix Education Association affixed hereto indicates the St. Croix Education Association approval of the contract variances described herein.

The shared position arrangement between Teacher A and Teacher B shall be subject to the following terms:

1. The shared position arrangements shall be for the \_\_\_\_\_ school year only. Teacher A shall be issued a \_\_\_\_\_ FTE contract, and Teacher B shall be issues a \_\_\_\_\_ FTE contract for this period of time.
2. The shared position arrangement shall not amend or diminish the rights of Teacher A and Teacher B to full-time teaching positions in future years, provided the teacher has sufficient seniority and notification in writing is made to the personnel office by no later than February 1.
3. When the shared position arrangement expires, Teacher A shall occupy their position on a full-time basis, subject to the provisions of Article 19 and 20, without any necessity of posting. Teacher B will be reinstated to the teacher's former assignment, subject to the provisions of Article 19 and 20.
4. Teacher A and Teacher B shall earn a pro-rata portion of their scheduled teacher salary.
5. All fringe benefits, except medical insurance, shall be credited to Teacher A and Teacher B, as if they are part time teachers. A waiver of medical insurance may be requested, providing proof that insurance coverage is continued through another source, and the combined cost of medical insurance for the two job share applicants does not exceed the cost of one.
6. Teacher A and Teacher B shall each earn experience credit while sharing a position as provided in Article VII, Section 4, Subd. 1, of the Teacher's Master Contract.
7. The assignment of class hours, preparation time, staff development days, parent conferences, and student supervision to Teacher A and Teacher B shall be at the direction of the Principal, subject to the provisions of the Teacher's Master Contract.
8. If, at any point during the \_\_\_\_\_ school year, Teacher A or Teacher B is unable to continue to perform their respective assignment, pursuant to this Agreement, the school district will have Teacher A or Teacher B assume the full 1.0 FTE assignment for the



remainder of the school year with appropriate pro-rated adjustment as to salary and benefits, or may hire a long term substitute for the teacher who is unable to complete the job share agreement.

9. Extensions of this agreement is at the discretion of the school district and the job return rights for Teacher B shall be in a position equivalent to the position held prior to the job share agreement.

---

Teacher A

---

Teacher B

---

Principal

---

Human Resources

## MEMORANDUM OF UNDERSTANDING

### ELEMENTARY SUPPLEMENTAL SUBSTITUTE PAY

This Memorandum of Understanding is entered into between Independent School District No. 834, Stillwater, Minnesota (hereafter referred to as the "District") and the St. Croix Education Association (hereinafter referred to as the "SCEA").

WHEREAS, during the 2014-15 school year, the District experienced many instances where, as result of a shortage of substitute teachers, no substitute teacher was available to cover in the absence of a classroom teacher; and

WHEREAS, elementary classroom teachers were required to provide instruction for additional students when no substitute was available to cover the absence of their teacher; and

WHEREAS, Appendix B (Supplementary Compensation Rates) does not provide for a rate of pay for teachers required to provide instruction for additional students in such circumstances.

NOW THEREFORE, it is mutually agreed and understood as follows:

1. Assigning additional students to a teacher as a result of a shortage of substitute teachers will be used as a last resort when all other options have been exhausted; and
2. When there is no substitute to cover a classroom, the students will be placed into available classrooms; and
3. Each teacher who is assigned additional students in a classroom will receive supplemental pay for the additional responsibility, which shall be a pro-rated portion of the daily sub rate of \$127.50 per day. (For example, if a teacher takes half the students in a class for half the day, the teacher would receive .25 of the daily rate.); and
4. The maximum paid per day shall not exceed \$127.50 and will be divided between no more than three teachers; and
5. Supplemental pay will apply only to elementary classroom teachers and will not apply to instructional coaches, intervention teachers, or others who may be assigned to a classroom rather than performing their normal daily duties; and
6. This MOU shall be in effect for the 2017-18 and 2018-19 school years and will continue until such time as the 2019-2021 SCEA Master Contract is ratified.
7. The District and the SCEA will meet prior to the expiration of the 2017-19 Master Contract to review absence data collected by the District regarding the utilization of the

provisions within this MOU, and to determine the necessity of continuing such provisions.

ST. CROIX EDUCATION ASSOCIATION  
STILLWATER

DATE: 12/4/17

BY [Signature]  
ITS PRESIDENT

INDEPENDENT SCHOOL DIST. 834,

DATE: 12.4.17

BY [Signature]  
FOR THE DISTRICT

## MEMORANDUM OF UNDERSTANDING

### QCOMP

This Memorandum of Understanding is entered into between Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the "School District") and the St. Croix Education Association (hereinafter referred to as the "SCEA").

WHEREAS, the District and the SCEA worked collaboratively to develop and submit a QComp plan to the Minnesota Department of Education in February, 2015; and

WHEREAS, such plan was approved by the Commission of Education as provided in the letter to the District dated June 3, 2015; and

WHEREAS, such plan became effective with the beginning of the 2016-2017 school year.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. The Stillwater Teacher Development and Evaluation Plan (TDEP) will provide the structure upon which the compensation of teachers shall be based; and
2. The following positions and related compensation have been agreed to as a part of the QComp plan:
  - a. QComp Board (four positions)
    - i. Compensation shall consist of \$600 annually
  - b. Professional Development/QComp Program Leader (two positions)
    - i. Compensation shall consist of full time release to complete duties.
  - c. Instructional Coaches (five positions will be compensated through QComp funding).
    - i. Compensation shall consist of full time release to complete duties.
  - d. Special Education Site Coach (10 positions)
    - i. Compensation shall consist of \$300 annually
    - ii. Three Special Ed Site Coaches shall be selected to attend trainings/meetings held with/for Instructional Coaches
      1. These three coaches shall utilize train-the-trainer model to train other Special Education Site Coaches
    - iii. One Special Ed Site Coach shall be selected as a member of the District Professional Development Committee
  - e. Site Professional Development Consultants (10 positions)
    - i. Compensation shall consist of \$200 annually
  - f. Curriculum Mentor (one per new hire)
    - i. The start of this position as a part of the QComp plan, will be delayed until at least the start of the 2018-2019 school year
    - ii. Compensation shall consist of \$500 annually
  - g. Induction Mentor (10 positions assigned one to each building with a new hire)
    - i. The start of this position as a part of the QComp plan, will be delayed until at least the start of the 2018-2019 school year
    - ii. Compensation shall consist of \$200 annually

3. The duties for QComp positions shall be as defined in Appendix A (as mutually amended) and the Letter of Approval from MDE dated June 3, 2015.
4. Compensation for QComp positions shall be made in a lump sum at the conclusion of the school year, and no later than June 30 each school year.
5. Compensation shall be pro-rated for teachers who hold QComp positions less than a full year.
6. A teacher's annual performance pay will be based on the following factors:
  - a. School-wide student achievement goal of designated building
    - i. \$100 for meeting or exceeding the goal or
    - ii. \$80 for making progress toward the goal
    - iii. \$0 if no progress made toward the goal
  - b. Individual student achievement
    - i. \$50 for meeting the targeted individual student achievement goal
  - c. Completion of TDEP and Proficiency Rating
    - i. \$675 for completing all aspects of TDEP and demonstrating a rating of "Proficient" or demonstrating progress toward proficiency on a majority of the rubric elements by the end of the year
    - ii. Teachers on a teacher improvement plan (TIP) must complete all aspects of TDEP and the TIP and demonstrate progress toward proficiency by improving at least one rubric level for the identified deficient rubric elements by the end of the year.
7. Payment of performance pay will be made in a lump sum no later than August 15 each school year.
8. A teacher will move through the performance increments on the salary schedule (see Appendices A-1Q, A-2Q and ABE/ECFE QComp Salary Schedules) by completing all aspects of TDEP and demonstrating a rating of Proficient or demonstrating progress toward proficiency on a majority of the rubric elements by the end of the year. A teacher not meeting such requirements will not be eligible for a performance increment.
9. The QComp Board shall review the budget, and all associated costs shall be re-evaluated, on an annual basis.
10. Continuation of the QComp plan shall be considered on an annual basis. Annual mutual agreement of the SCEA and the District will be required in order to continue the plan into the upcoming school year.
11. If, at any time, funding from the Department of Education or other sources for the QComp plan should cease, the District and the SCEA mutually agree to revert back to the SCEA Master Contract.

ST. CROIX EDUCATION ASSOCIATION

DATE: 12/4/17 BY   
ITS PRESIDENT

INDEPENDENT SCHOOL DIST. 834, STILLWATER

DATE: 12.4.17 BY   
FOR THE DISTRICT

## MEMORANDUM OF UNDERSTANDING

### SICK LEAVE BANK

This Memorandum of Understanding is entered into between Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the "School District") and the St. Croix Education Association (hereinafter referred to as the "SCEA").

WHEREAS, the District and the SCEA mutually agree that there may be benefit in the creation of a Sick Leave Bank; and

WHEREAS, it was mutually agreed by the District and the SCEA to develop the terms of Sick Leave Bank as a pilot; and

WHEREAS, such terms were developed collaboratively by a committee of District and SCEA representatives; and

WHEREAS, the initial pilot program will become effective on January 17, 2018 and continue through the end of the 2017-2018 school year; and

WHEREAS, prior to the start of the 2018-2019 school year, the District and the SCEA agreed to reconvene the committee to review and revise the terms of the Sick Leave Bank, as needed, in continuing the pilot for the 2018-2019 school year and ending on the last day of the 2018-2019 school year.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank, for the period of January 17, 2018 through May 31, 2018, shall be as follows:

1. Purpose

- a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their sick leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership

- a. Employees shall contribute a maximum of one day of sick leave during the enrollment period to be eligible for the Sick Leave Bank.
  - i. Employees who do not contribute one sick day to the Sick Leave Bank during the "enrollment period" shall not be eligible to use leave from the bank.
- b. Employees shall be offered the opportunity to join the Sick Leave Bank during enrollment periods. Employees will be notified 15 days in advance of scheduled enrollment periods.
- c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
- d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
- e. Leave contributed to the Sick Leave Bank is not taxed to the donor, is non-refundable nor tax-deductible, and contributions are irrevocable.
- f. If at any time the balance in the Sick Leave Bank goes below ten, the plan will be suspended, until the next enrollment period.

### 3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. unspecified leave, vacation, etc.), and
- b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
  - i. Need leave to meet the waiting period for Short Term Disability; or
  - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
  - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
  - iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis.
- c. Written verification by the attending physician is required.

### 4. Maximum Eligibility

- a. Employees shall be eligible to use up to a maximum of nine days per school year from the Sick Leave Bank, for qualifying absences.

### 5. Exclusions

- a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
- b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
- c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

### 6. Part-time Employees

- a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.

### 7. Administration

- a. A member must apply for benefits under the Sick Leave Bank by submitting a leave request through the Absent Management (AESOP) leave system.
- b. The Sick Leave Bank will be administered by the Human Resources Department
  - i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the SCEA President, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
  - ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.



ST. CROIX EDUCATION ASSOCIATION

DATE:

12/4/17

BY



ITS PRESIDENT

INDEPENDENT SCHOOL DIST. 834, STILLWATER

DATE:

12.4.17

BY



FOR THE DISTRICT

