

AGREEMENT

between



INDEPENDENT SCHOOL DISTRICT 719

and

PRIOR LAKE - SAVAGE EDUCATION ASSOCIATION

*Effective*

*July 1, 2021*

*through*

*June 30, 2023*

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**ARTICLE I  
PURPOSE**

**Section 1 - Parties**

THIS AGREEMENT is entered into between Independent School District 719, Prior Lake, Minnesota, hereinafter referred to as the "School District" or "District" and the Prior Lake -Savage Education Association, hereinafter referred to as "PLSEA," pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as "PELRA," to provide the terms and conditions of employment for teachers during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1 - Recognition**

In accordance with PELRA, the School District recognizes the PLSEA as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

**Section 2 - Appropriate Unit**

The PLSEA shall represent all the teachers of the District as defined in this Agreement and in said act.

**ARTICLE III  
DEFINITIONS**

**Section 1 - Terms and Conditions of Employment**

The term, "terms and conditions of employment," shall mean the hours of employment, the compensation therefore, including fringe benefits, retirement contribution or benefits, and the District's personnel policy affecting the working conditions of teachers. However, "terms and conditions of employment" shall not mean educational policies of the School District.

**Section 2 - Teacher**

"Teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which licensure is required by the Minnesota Board of Teaching or Department of Education, or in a position of physical therapist, occupational therapist, community education services early childhood family education children's teacher and parent educator (children's teacher and parent educator) or nurse, but shall not include Superintendent, Assistant Superintendent, Principals and Assistant Principals who devote more than fifty (50%) percent of their time to administrative and supervisory duties, confidential employees, and such other employees excluded by law.

**Section 3 – Full-Time, Part-Time**

**Subd. 1**

A "full-time" teacher is defined as a teacher working full time or 1.0 FTE.

**Subd. 2**

A "part-time" teacher is defined as a teacher working at least one-half (1/2) time or .5 FTE but less than full-time or 1.0 FTE

Subd. 3 – Job Sharing

Teachers will be able to job share upon mutual agreement between the teacher and the Executive Director of Human Resources.

**Section 4 - School District**

For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

**Section 5 - Other Terms**

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

**ARTICLE IV  
SCHOOL DISTRICT RIGHTS**

**Section 1 - Inherent Managerial Rights**

The PLSEA recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2 - Management Responsibilities**

The PLSEA recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3 - Effect of Laws, Rules and Regulations**

The PLSEA recognizes that all teachers covered by this Agreement shall perform the student related duties prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School District rules, regulations, directives and orders issued by properly designated officials of the School District. The PLSEA 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 Agreement and recognizes that the School District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4 - Reservation of Managerial Rights**

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## **ARTICLE V TEACHER RIGHTS**

### **Section 1 - Right to Views**

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

### **Section 2 - Right to Join**

Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for the teachers of such unit with the School District.

### **Section 3 - Request for Dues Check-Off**

Teachers shall have the right to request and shall be allowed dues check-off for the teacher organization of their selection, provided that dues check-off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check-off pursuant to PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. Money shall be forwarded to the teacher organization after each payment has been deducted from all teachers' wages.

### **Section 4 - PLSEA Days**

#### **Subd. 1**

The PLSEA shall have twenty-four (24) non-cumulative days credited to it at the beginning of each school year. Additional days may be added and/or used for negotiation, mediation, or arbitration purposes if mutually agreed by the Executive Director of Human Resources and the PLSEA President.

#### **Subd. 2**

The PLSEA President shall designate the individuals and dates involved by notifying the Executive Director of Human Resources in writing at least three (3) days prior to the absence.

#### **Subd. 3**

After the first twelve (12) days are used, the PLSEA shall be billed for the PLSEA days at the substitute teacher rate.

### **Section 5 - Fair Practices**

#### **Subd. 1 - Citizenship**

The teacher shall be entitled to full rights of citizenship and no religious or lawful political activity or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of said teacher. The School District recognizes that the personal life of a teacher is not its appropriate concern, except when within the provisions of MS122A.40, Subds. 9 and 13, and the teacher recognizes that no attempt should be made to subversively change the religious, political or moral values of the students of the District.



Subd. 2 - Political Activity

Teachers shall be guaranteed the right to be active politically. Political rights shall include registering and voting, participation in political party organizations, discussion of political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups and running for and serving in public offices which are not incompatible with the teacher's current employment.

Subd. 3 - Usage of Privileges and Facilities

Teachers shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

**Section 6 - Hazardous Conditions**

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.

**Section 7 - Meet and Confer**

The PLSEA may meet and confer with the School District or its representative(s) pursuant to PELRA. Meet and confer is defined in PELRA.

**Section 8 - Personnel Files**

All evaluations and files relating to each individual teacher shall be available during regular school business hours to the particular teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, the School District may destroy such files as provided by law.

**ARTICLE VI  
FINANCIAL CONSIDERATIONS**

**Section 1 - Method of Salary Payment**

Teachers who are eligible for Retirement/Severance payment under Article XII and who were being paid on a nine-month schedule for the 2003-04 school year will continue to be paid on a nine-month basis. These teachers may subsequently change to the "24-Pay" or "19+5 Pay" options presented below but cannot then return to the 9-month pay option. Teachers who are not eligible for Retirement/Severance payment under Article XII (i.e., those that are eligible for the Matching Plan) have only the "24-Pay" or "19+5 Pay" options presented below. In either instance, direct deposit notices will be provided on the 15th and 30th day of each month. In the event said dates fall on a weekend, payday will be the preceding Friday (February payday will be either the 28th or 29th, as appropriate). Those individuals on the nine-month option shall receive nineteen equal checks beginning on September 15 and ending on June 15.

Subd. 1 – Pay Options

- a. "24-Pay": Teachers receive 24 equal checks from September 15 through August 30 (or July 15 through June 30 if on summer work calendar (e.g., Birth-3 speech language pathologist)).
- b. "19+5-Pay": Teachers receive 19 equal checks from September 15 through June 15 plus a lump sum equal to 5 additional equal checks on June 15.

Written selection of the option to be exercised by the individual teacher must be made at the beginning of the school year to the Executive Director of Human Resources, using the available form, no later than the last day of the fall workshop. Once this selection is made by a teacher, no changes will be permitted during the school year, and the School District will continue to use the selected option until notified otherwise by the teacher.

### **Section 2 - Automatic Check Deposit**

Teachers will have their pay automatically deposited by the School District in a depository of the teacher's choice that allows electronic deposits. In order to have electronic deposits, the teacher must submit a direct deposit authorization form to the Executive Director of Human Resources. Electronic deposits will begin following receipt of this form.

### **Section 3 - Salary Schedule**

#### **Subd. 1 – 2021-2022 Salary Schedule**

The wages and salaries reflected in Schedule A, attached hereto shall be effective only for the 2021-2022 school year. Teachers shall advance one (1) increment on the salary schedule for the 2021-2022 school year.

#### **Subd. 2 – 2022-2023 Salary Schedule**

The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2022-2023 school year and teachers shall advance one (1) increment on the salary schedule. Teachers shall not advance on the salary schedule until a new Agreement is ratified pursuant to PELRA.

### **Section 4 - Status of Salary Schedule**

The salary schedule is not to be construed as a part of the teacher's continuing contract and the School District reserves the right to withhold any percentage of the salary increment advancement, as the School District shall determine, as defined above. Any specified withholding action by the School District shall be for a definite time period, not to exceed one (1) year. The teacher shall be placed on the proper experience step of the salary schedule the year following the withholding of the increment. The School District shall give written notice and the reason for such action. Such denial of salary increase shall be for cause.

### **Section 5 - Co-Curricular Assignments**

#### **Subd. 1 - Resignation**

A teacher shall advise the appropriate building principal on or before February 1st of each year, in writing, if the teacher does not wish to continue with a co-curricular or extra-curricular assignment during the subsequent school year.

#### **Subd. 2 - Termination**

Co-curricular assignments are non-continuing in nature. The placement of a co-curricular assignment on an individual teaching contract makes said assignment binding upon a teacher and the District for that contract year. This arrangement may be terminated during the year of concern by mutual agreement of the individual teacher and the District.

Subd. 3 - Extension

All contemplated activity assignments shall be included to the extent possible, even though said assignments are non-continuing in nature, on the teacher's individual contract, as presented to the teacher.

Subd. 4 - Vacancy

In the event that any activity is created or that an assignment becomes open or vacant due to illness, leave of absence of any kind, resignation or termination, the School District may assign a qualified satisfactory replacement with the teacher's mutual consent to such activity.

Subd. 5 – Payment Notification

The School District will have separate designations on paychecks for payments under Schedule C. Activity payment schedules for Additional Services and Extra Duties under Schedule D will be posted online.

**Section 6 - Co-Curricular Schedule**

The wages and salaries reflected in Schedules C and D, attached hereto, shall be a part of this Agreement.

**Section 7 - Placement on Salary Schedule**

The following rules shall be applicable in determining placement of a teacher on the appropriate step and lane of the salary schedule, as well as current teacher step and lane change advancements.

Subd. 1 - New Teachers (Initial Step Placement):

Teachers shall be recommended for employment and placement upon the salary schedule by the Executive Director of Human Resources. Each step shall constitute one (1) year of approved teaching experience as determined by the Executive Director of Human Resources.

Subd. 2 – New Teachers (Initial Lane Placement):

Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District.

Subd. 3 – Current Teachers (Lane Change Requirements):

To apply on the salary schedule for lane changes, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of a B or higher. In situations where grades are only assigned on a "P" or "N" basis, a "P" will be acceptable.

Subd. 4 – Current Teachers (Prior Approval):

All credits, in order to be considered for application on the salary schedule, must be approved by the Executive Director of Human Resources in writing prior to the taking of the courses.

Subd. 5 - Current Teachers (Germane to Teaching Assignment):

Credits to be considered for application for any lane change on the salary schedule must be germane to the teacher's assignment as determined by the School District. Academic Academy and graduate-level coursework accepted for licensure renewal by the State of Minnesota will be included as germane. A maximum of six credits per lane change may be coaching courses.

Subd. 6 - Current Teachers (Experience Credit)

Teachers will advance annually on the salary schedule for each year in which they work at least half of the school year duty days.

Subd. 7- Current Teachers (Lane Change Procedure)

Qualified lane changes require a completed Lane Change form (which is available on the district's website) and official transcripts that document the completion of all qualified credits. A teacher shall be limited to three (3) lane changes in any two (2) year Agreement period exclusive of the lane changes between BA+40 and BA+60. Individual contracts will be modified to reflect qualified lane changes as of the date on which the Human Resources office receives the Lane Change request form if it is received during the one hundred eighty-five (185) contracted work days.

In the case the Lane Change request form is received in the summer (after the last contracted work day but before the first contracted work day of the next school year), lane changes will be reflected in the District Employment Management System, counted within that school year, and the teacher shall realize their new individual contracted pay on the first contracted day of the following school year.

In the case a Lane Change request form is received on or after the first contracted work day in which the agreement has expired, the individual contracts will be modified when the agreement has been ratified by the PLSEA and the District with an effective date of when the Human Resources office receives the Lane Change request form.

Subd. 8 - Current Teachers (Program Approval)

A teacher shall be paid on a master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved, in writing, in advance, by the Executive Director of Human Resources.

Subd. 9 – Current Teachers (Lanes)

Teachers on the intermediate lanes of the salary schedule must have the number of graduate credits stated in the heading of the schedule and may stay on these lanes indefinitely.

Subd. 10- Current Teachers (Step Changes)

In the event of a change in salary category due to the completion of requirements for a degree or intermediate salary lanes, the teacher in no instance shall be placed at any experience level lower than the one on which he/she was at the time that he/she satisfied this requirement. Automatic contract revision for the new status will be accomplished by the Human Resources office.

Subd. 11 – Current Teachers (Application)

Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university which is fully accredited by the Council for Accreditation for Educator Preparation. In addition, credits for lane changes may be earned through programs presented and approved by the School District for such purpose.

**Section 8 - Tax Sheltered Annuities**

Subd. 1 - General Conditions

An annuity program is available for all teachers who desire affiliation with this type of savings program.

Subd. 2 - Inquiries

Inquiries concerning this plan should be directed to the Executive Director of Human Resources.

Subd. 3 – Enrollment and Election Changes

Teachers will have three (3) opportunities to make TSA elections in each school year. One (1) election may be made during the May open enrollment period and will take effect September 15. Two (2) elections may be made between June 1 and April 30. Any elections made between June 1 and September 1 will take effect September 15. Salary reduction shall be accomplished on a bi-monthly basis of equal payments for the remainder of the calendar year or until a new authorization change has been requested.

**Section 9 - Income Protection Insurance**

The School District shall provide and pay the full cost of income protection insurance for each individual full-time teacher which shall pay sixty-six and two-thirds percent (66 2/3%) of the teacher's salary while totally disabled by injury or illness for periods up to age sixty-five (65) after disability has existed thirty (30) calendar days. The teacher also will be able to use one-third (1/3) of a sick day from any accumulated sick leave or sick leave pool day(s) for each day on LTD to supplement long-term disability benefits until accumulated sick leave days or sick leave pool day(s) are depleted.

Insurance benefits will continue to be paid by the School District until accumulated sick leave days or sick leave pool day(s) are depleted. Sick leave pool days can be used for a maximum of one (1) year after regular sick leave days are used up.

**Section 10 - Hospitalization and Medical Insurance**

Subd. 1 - Individual Coverage

The School District shall contribute the entire premium amount of the policy (defined for the 2021-2023 agreement period as PreferredOne Open Access 200 or Care Team) as currently selected, for individual coverage for all full-time teachers, and a pro-rated amount to all part-time teachers employed by the School District who qualify for and are enrolled in the School District's health and hospitalization plan (i.e., up to \$10,230 per year, effective July 1, 2021; the School District will pay up to the full cost of the premium for Open Access 200 coverage, effective July 1, 2021).

Subd. 2 - Dependent Coverage

The School District will contribute the following amounts for two-party and family coverage, effective July 1, 2021:

Open Access/Double Gold

Two-Party: up to \$18,226.42 per year.

Family: up to \$23,758.42 per year.

Care Team/Triple Gold

Two Party: up to \$18,071.26 per year.

Family: up to \$23,537.02 per year.

The School District shall contribute the first half (50%) of the increase to medical premiums for two-party and family coverage, up to a 5% increase. The district shall contribute the increase to medical premiums for two-party and family coverage above 5%.

Teachers will pay the difference between the premium of the plan selected and the District contribution. This amount will be deducted from paychecks through the District's flexible benefit plan on an equal basis over the course of the contract year.

In the case of teachers who are married and both eligible for medical insurance benefits from the School District, the District will contribute up to the full cost of family or two-party Open Access 200 coverage.

Subd. 3 - Contents of Above Plan

1. Hospital room: average semi-private
2. Surgical: 100%
3. Major medical: unlimited

**Section 11 - Life Insurance**

Subd. 1 - Life Insurance

The School District shall provide and pay the total premium cost for life insurance for full-time teachers, and a pro-rated amount to all part-time teachers, the policy to constitute two (2) times the individual's base salary to the closest \$5000.00. In addition, when practical, provisions will be made to provide dependent life insurance coverage at the expense of the teacher. In addition, when practical, provisions will be made to provide an amount of additional insurance equal in amount to the policy at the expense of the teacher. The provision of insurance opportunities is contingent upon sufficient teacher participation to satisfy the carrier's minimum participation standards.

The amount of insurance for any contract year shall be computed on the basis of salaries and lane changes in effect on September 1 and will remain at this amount until the following September 1 unless a contract settlement is reached after September 1 in that school year whereby each teacher will have the amount adjusted according to the new salary schedule in effect.

Subd. 2 - Tax Withholding

Those teachers who are taxed on life insurance amounts deemed taxable will have that tax amount deducted in equal installments by payroll deduction over the twelve (12) month period covered during the term of this benefit.

Subd. 3 - Appendix

A listing of the life insurance specifications will be included in the appendix of this document as an information item only.

Subd. 4 - Refusal of Benefits

A teacher shall have the right of refusal of either part or all benefits in excess of fifty thousand dollars (\$50,000) specified in Article VI, Section 11, Subd. 1. Said teacher must notify the District in writing that such benefits are refused for that school year.

**Section 12 - Effective Date of Insurance**

The anniversary date, and thus, effective date of income protection insurance, hospitalization and medical insurance and term life insurance shall be September 1 of each year.

**Section 13 - Dental Insurance**

Subd. 1 - Individual Coverage

The School District shall contribute the total premium amount for all full-time teachers, and a pro-rated amount to all part-time teachers employed by the School District who qualify for and are enrolled in the School District's dental insurance plan (i.e., \$418.80, effective July 1, 2021; the School District will pay the full cost of the premium, effective July 1, 2021).

Subd. 2 - Dependent Coverage

The School District will contribute the total premium amount as follows for two-party and family coverage, effective July 1, 2021:

- Two-Party: \$822.00 per year.
- Family: \$1369.20 per year.

The School District will contribute the total premium for two-party and family coverage, effective July 1, 2021.

**Section 14 - Part-Time Teachers**

Subd. 1

The School District's contribution toward insurance, as set forth in Article VI, Sections 9, 10, 11, and 13, for part-time teachers defined herein, who were initially employed after November 23, 1987, shall be pro-rated to the full-time equivalency.

Subd. 2

A teacher initially employed as a full-time teacher before November 23, 1987, may initiate a written request to go to a part-time position with pro-rated District contribution toward insurances, as set forth in Subd.1 of this Section. On written recommendation by the administration, this change may be granted at the discretion of the School District. The approval or disapproval of such change by the School District shall be final and binding and shall not be subject to the grievance procedure. The PLSEA shall be notified of such requests when they are initiated.

**Section 15 - Termination of Fringe Benefits**

Subd. 1 - Resignation Effective at the End of a School Year

Coverage under all District hospitalization, dental and life insurances shall terminate on August 31 following the close of the school year, and all other fringe benefits shall terminate on June 30.

Subd. 2 - Resignation Effective During the School Year

Coverage under all the benefits noted in Subd. 1 shall terminate on the last day of the month in which a resignation becomes effective for resignations submitted during the school year.

Subd. 3 - Coverage Effective Following Termination of Employment at the End of a School Year

Coverage under all District benefits, namely hospitalization, dental and life insurance benefits, shall terminate on August 31 following the close of the school year, and all other fringe benefits shall terminate on June 30.

Subd. 4 - Termination Effective During a School Year

Coverage under all District benefits shall terminate on the last day of the month in which a termination becomes effective for terminations during the school year.

**Section 16 - Flexible Benefit Plan**

The School District shall adopt a flexible benefit plan which satisfies the requirements of Section 125 of the Internal Revenue Code, whereby eligible teachers may participate in the plan, and pay for qualified insurance premium expenses, medical expenses, dependent care expenses or other expenses, as allowed. The selection of the particular flexible benefit plan and who shall administer that plan shall be made by the School District.

**Section 17- Selection**

Selection of the insurance carrier and policy shall be made by the School District, as provided by law.

**Section 18 - Claims Against the School District**

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

**ARTICLE VII  
LEAVE AND TRAVEL PROVISIONS**

**Section 1 - Sick Leave**

**Subd. 1 - Accumulation**

All teachers will be credited with twelve (12) days (96 hours) of pro-rated sick leave at the beginning of each school year. At the culmination of the school year, the total accumulation of sick leave may not exceed two hundred forty (240) days (1920 hours). Fifteen (15) days (120 hours) of pro-rated sick leave shall be credited to the teacher's cumulative total for the first two (2) years of employment. If the illness of a teacher extends to four (4) days or if the illness falls upon a day preceding or following a vacation (vacation defined as Personal Leave, Labor Day, Education Minnesota conference, Thanksgiving, Winter Break, Spring Break, Memorial Day, and/or other days defined by the school district calendar), the statement of a physician may be required in order to obtain sick leave benefits. In the event that a medical certificate will be required, the teacher will be so advised. All sick leave will be accounted for on an hourly basis in increments of two hours (rounded up to the nearest two-hour increment).

**Subd. 2 - When Allowed**

Sick leave, with pay, shall be allowed by the School District whenever a teacher's absence is due to illness or injury which prevented his/her attendance at school and the performance of duties on that day or days.

**Subd. 3 - Deduction of Sick Leave**

Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

**Subd. 4 - Approval**

Sick leave pay may be approved following submission of the request on the automated sub-calling system.

**Subd. 5 - Refund of Sick Leave Pay**

In the event of resignation, termination or discharge of a teacher to whom sick leave has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess.

**Subd. 6 - Non-Application of Sick Leave**

Sick leave will not apply, nor may it be earned or accumulated, during any leave of absence (defined as: twenty (20) or more consecutive days).

**Subd. 7 - Sick Leave Transfer (Sick Leave Pool)**

In case of an extended illness resulting in qualification for long-term disability benefits when the teacher does not have an adequate amount of documented sick leave to carry through until disability benefits



begin and up to a maximum of one year while on disability benefits, any teacher may transfer eight hours of his/her available sick leave to that teacher. Such a transfer would result in a reduction of eight hours of sick leave benefits from the transferring teacher. The sick leave pool will be used as identified in Article VI, Section 9. These transfers will not affect eligibility for Wellness Incentive under Article XII, Section 8.

### **Section 2 - Personal Leave**

A full-time teacher will be granted three (3) days (24 hours) of personal leave per year. Requests for personal leave must be made at least twenty-four (24) hours in advance except in the event of an emergency. A teacher may accumulate personal leave from year to year with an unlimited accumulation of hours. All personal leave will be accounted for on an hourly basis in increments of two hours (rounded up to the nearest two-hour increment).

#### **Subd. 1 - Limits**

A teacher may use up to five (5) accumulated personal leave days (40 hours on a pro-rated basis) during any one school year. No more than the following number of teaching staff from each of the following groups may take personal leave days during a student contact day at any one time:

- A. Three (3) teaching staff members in buildings with one (1) to forty-five (45) teaching staff.
- B. Four (4) teaching staff members in buildings with forty- six (46) to seventy-four (74) teaching staff.
- C. Five (5) teaching staff members in buildings with seventy-five (75) or more teaching staff.

A teacher using personal leave on non-student-contact days will not be subject to the above limits. Teachers using personal leave days during parent/teacher conference days must still attend conferences on those days. Teachers using personal leave days at the end of a mark reporting period must still complete mark reporting obligations at the time they are due.

Multiple requests within each building for the same time period shall be honored as follows:

1. All requests submitted before September 15 of the school year in which the leave will be used will be assumed to have been filed on September 15 of that year;
2. Date of request;
3. Staff member with most recent usage of multiple consecutive days will receive lowest priority;
4. Seniority;
5. By lottery.

Spouses of teachers who have been granted personal leave and who have sufficient personal leave accumulated will be granted matching leave regardless of the above restrictions.

#### **Subd. 2 - Exclusions**

The following exclusions will be in effect for personal leave days requested above:

1. First student contact day of school.
2. Last five (5) student contact days of school.

Exceptions to these exclusions may be made at the discretion of the Executive Director of Human Resources based on a consideration of all the facts and circumstances.

#### **Subd. 3 - Reimbursement**

A teacher shall be reimbursed for all accumulated personal leave when that teacher resigns or retires from the School District at the rate of the daily casual substitute teacher rate of pay.

Subd. 4 – Notice of Accrued Personal Leave

The School District will report accrued personal leave on paychecks or will make such information available to teachers via other means.

**Section 3 – Maternity Confinement of a Spouse**

A teacher is entitled to two (2) days (16 hours on a pro-rated basis) of leave in the event of maternity confinement of their spouse. If complications arise, see Section 4, Subd. 2.

**Section 4 - Family Bereavement, Family Illness and Funeral Leaves**

Teachers will be entitled to family bereavement or illness leave up to a maximum of eight (8) teaching days (64 hours on a pro-rated basis) per school year as described in Subd. 1, Subd. 2, and Subd. 3 below:

In the event that the above leave proves insufficient to cover said illness, injury or death, a teacher may utilize their accumulated sick leave for family bereavement and illness leave.

All Family Bereavement, Family Illness and Funeral leaves will be accounted for on an hourly basis in increments of two hours (rounded up to the nearest two-hour increment).

Subd. 1 – Family Bereavement Leave

Teachers may use bereavement leave for the death of the following family members: spouse, fiancé, domestic partner, child, son/daughter-in-law, parent, father/mother-in-law, grandparents, grandparents-in-law, grandchild, sibling, or the teacher's or teacher's spouse's brother/sister-in-law, uncle, aunt, nephew, niece or cousin.

Subd. 2 – Immediate Family Illness Leave

Teachers may use illness leave for any illness or injury of a child, spouse, domestic partner, or parent that requires the presence of the teacher. Teachers may also use family illness leave for daycare closures due to the illness of children or the facility manager. The School District may require supporting documentation in the case of a daycare closure.

Subd. 3 – Other Family Illness Leave

Teachers may use illness leave for a serious injury or illness of other family members named in Subd. 1. A serious injury or illness is defined to include health conditions requiring medical treatment or supervision; physical or mental disability; chronic long-term treatment.

Subd. 4 – Funeral of a Friend

Teachers will have one annual non-accruing bereavement leave day (8 hours on a pro-rated basis) for the funeral of a friend. This leave is governed by the limits on personal leave as stated in Section 2, Subd. 1 of this Article.

Subd. 5 – District Representative to Funerals

Teachers may serve as district representatives to funerals for the following individuals: current student, current or former employee, or parent of a current student. A maximum of three teachers district-wide may serve as representatives to said funerals. The school district may allow additional teachers to attend funerals as representatives of the district if it so chooses.

## **Section 5 - Child Care Leave/Adoption Leave**

### **Subd. 1**

A teacher may be afforded a child care leave of absence or adoption leave of absence of no more than twelve (12) months, provided the teacher follows the procedures outlined in this section.

### **Subd. 2**

For child care leave, a teacher shall notify the Executive Director of Human Resources, in writing, no later than the end of the fifth (5th) month of pregnancy and also at such time provide a physician's statement indicating the estimated date of delivery of the child(ren). A teacher may utilize sick leave pursuant to Article VII, Section 1, during the period of disability. The sick leave must be taken prior to the implementation of the child care leave provided in this section. The combination of child care leave and sick leave shall not exceed twelve (12) months except by mutual consent of the parties. However, in the case of miscarriage, stillbirth or death of a child, the teacher may return to a position for which qualified prior to the leave.

For adoption leave, a teacher shall notify the Executive Director of Human Resources, in writing, at the time when approval for adoption has been received. An estimated date of adoption shall be given at that time. In addition, family and medical leave stipulations, as mandated by federal law, will be in effect for all subdivisions in this section and be provided in District policy.

### **Subd. 3**

Any written request to the Executive Director of Human Resources for the child care leave/family medical leave or adoption leave shall include the projected commencement date and return date.

### **Subd. 4**

The School District may adjust the proposed beginning or ending date of the child care leave/family medical leave or adoption leave so that the dates of the leave are coincident with some natural break in the school year (i.e., winter vacation, spring vacation, term break, end of a grading period, end of the school year or at the beginning of the year).

### **Subd. 5**

A teacher returning from a child care leave/family medical leave or adoption leave shall be re-employed in a position for which the teacher was qualified prior to the leave, provided that the teacher returns on the date approved by the School District, unless changed by mutual consent of the teacher and the School District.

### **Subd. 6**

Failure of the teacher to return pursuant to the date determined in this section shall constitute grounds for termination by the School District.

### **Subd. 7**

A teacher who returns from child care leave/family medical leave or adoption leave, within the provisions of this section, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue any additional experience credit for leave time during the period of child care leave. However, if a teacher's child care leave/family medical leave is less than one-half (1/2) of any single school year, that teacher shall be granted credit for a full year of teaching experience.

Subd. 8

A teacher on child care leave or adoption leave is eligible to participate in group insurance programs, if permitted, under the insurance policy provisions. The District will maintain and pay an enrolled teacher's medical insurance, in accordance with Subd. 2 above, for the duration of the family and medical leave, as mandated by federal law. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this section.

Subd. 9

The parties further agree that any child care leave/family medical leave or adoption leave of absence granted under this section shall be a leave without pay.

**Section 6 - Itinerant Staff**

Subd. 1 - Assignment

The schedules of teachers who are assigned to more than one (1) school shall be arranged in such a manner that no teacher shall be required to engage in an unreasonable amount of travel between schools. Such teachers, the Executive Director of Human Resources, and the PLSEA President shall be notified of any possible changes in schedules and travel times, before the start of each term.

Subd. 2 - Compensation for Itinerant Travel

Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the same rate as all other District employees for all driving done between schools. The travel sum will be computed to the last day of each month and be paid in the following payday.

**Section 7 - Professional Leave**

Teachers absent from their teaching duties for professional reasons shall be under the jurisdiction and discretion of the Superintendent or designee. Decisions regarding professional leave will be made by the Superintendent upon written application by individual teachers as well as leave assignments initiated by the Superintendent or designee. Upon application and supporting documentation, travel expenses shall be paid in accordance with Article VII, Section 10, "Teacher Travel."

**Section 8 - Jury Duty**

Leave will be granted to teachers who are asked to serve on jury duty. No deduction in salary will be made, but teachers are required to reimburse the School District the compensation received for jury duty.

**Section 9 - Military Leave**

Military leave shall be granted pursuant to applicable statutes.

**Section 10 - Teacher Travel**

For the purpose of this section, travel expenses shall include the following:

- A. meals and lodging; consistent with other School District employee groups;
- B. Transportation:
  - 1. District owned vehicles (gas for District-owned vehicles);
  - 2. teacher owned vehicles, consistent with other District employee groups (mileage for teacher owned vehicles);
  - 3. air transportation - tourist fare;
- C. Incidental fees and required registration fees.

Subd. 1

Most travel should be accomplished by the use of District-owned vehicles. When doing so is not possible, mileage consistent with other School District employees shall be paid for required surface transportation furnished by the teacher. When meals and lodging are required, sufficient funds shall be supplied the teacher to cover the costs of said needs.

When registration fees are required, said fees shall be paid by the District in advance. All teacher travel shall be under the supervision of and granted at the discretion of the Superintendent or designee. All teacher travel shall be within the limitations of an established budget allotment, as stipulated by the School District.

Subd. 2 - Miscellaneous

All reimbursement shall be made within the next month's billing period after the bills have been submitted.

**Section 11 - Short-Term Leave of Absence**

Subd. 1

By definition, a "short-term leave of absence" shall consist of a teacher being away from assigned duties. No compensation of either wage or leave benefits, as set forth in Article VII, shall be granted during "short-term leave of absence" conditions.

Subd. 2

A maximum of six (6) days may be used for short-term leave in any one (1) school year. A teacher may use up to six (6) days on a single occasion and may use any remaining days out of the six (6) on a second occasion in any one (1) school year.

Subd. 3

All requests for short-term leave of absence shall be presented in writing to the building principal for consideration and subsequent approval or rejection. Teachers will be entitled to short-term leaves of absence every year.

Subd. 4

A short-term leave of absence may not be taken in conjunction with other leave or holiday provisions, as outlined in this Agreement, except as follows:

- A. Personal leave,
- B. Presidents' Day,
- C. EM October break.

**ARTICLE VIII  
HOURS OF SERVICE**

**Section 1 - Basic Day**

The basic teacher's day, inclusive of lunch, shall be eight (8) hours. On Fridays or the last student contact day of the week or days before a school holiday, teachers may leave school buildings at a reasonable time after the close of the student contact portion of the day without signing out. On other days, teachers are expected to be on duty until the end of the teacher day. If a teacher needs to leave the building at lunch or after the student contact portion of the day, the teacher may do so by signing out on the appropriate form indicating the contact information necessary to reach the teacher in the case of an emergency. If a teacher needs to arrive late, but before student contact time, the teacher must receive approval from the building principal at least twenty-four (24) hours in advance.

## **Section 2 - Building Hours**

The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the District. Prior notice will be given to teachers of any change in hours of employment.

## **Section 3 - Additional Activities**

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day. The School District shall make an effort to secure teachers on a voluntary basis. If teachers do not volunteer to fill such required activities, the School District may make assignments. The duties for teachers include a reasonable share of extra duty, co-curricular and supervisory activities, which shall be subject to established compensation as set forth in this Agreement. Teachers and "grandfathered" non-teachers (as indicated on the list agreed to and dated July 2005, with any changes being mutually agreed upon by the PLSEA and School District negotiation teams) will be allowed the first opportunity to sign up for supervisory activities. Teachers and "grandfathered" non-teachers will have until the end of the fall workshop to sign up for such activities in the Activities Office. After the end of the fall workshop, other non-teachers will be given the opportunity to sign up for any remaining supervisory activities.

## **Section 4 - Duty Free Noon Hour**

All teachers shall be provided with a thirty (30) minute duty free noon hour.

## **Section 5 - Teaching and Classroom Assignment**

The normal teaching and classroom assignment for each teacher in the School District will be designated by the District. That part of the basic teacher's day during which a teacher does not have assigned classes or other assignments shall be used for class preparation time. If at all possible, during this preparation time, the teacher shall be available to students at his/her normal teaching station or assigned office area for individual help or for faculty, departmental or curriculum meetings as well as parental conferences.

### **Subd. 1 - Secondary**

The standard class assignment for secondary teachers will be five classes. Additional assignments shall be by mutual agreement between the teacher and building principal, with compensation in accordance with Schedule D of this Agreement.

### **Subd. 2 - Supervision Definition**

Teachers may be assigned one (1) supervision duty during the school day. Supervision assignments at the secondary levels will include hall duty, in-school suspension, study hall, loss of privilege study hall, front entrance duty, and commons duty. In lieu of an assigned supervision as defined above, teachers may be assigned team meeting time, teacher collaboration, professional learning communities, or other mutually agreed upon assignments, subject to approval of the Executive Director of Human Resources and PLSEA President.

## **Section 6 - Preparation Time**

### **Subd. 1 - Secondary**

- A. The standard preparation time for secondary teachers will be one (1) period on a daily basis. If the number of periods in the secondary schedule is changed by the School District, District officials will meet with PLSEA officials to ensure that the total preparation time in the new schedule is at least equal to the amount in the former schedule.
- B. There will be occasions throughout the school year when there is a need for an individual teacher to attend a particular assembly during that teacher's preparation time due to the nature of the program or for safety and security reasons; an individual teacher's attendance at such assemblies shall be left to a mutual agreement between the teacher and his/her building principal.

### **Subd. 2 - Elementary**

- A. The standard preparation time for elementary teachers will be 250 minutes per 5-day week (normally 50 minutes per day).
- B. There will be occasions throughout the school year when there is a need for an individual teacher to attend a particular assembly during that teacher's preparation time due to the nature of the program or for safety and security reasons; an individual teacher's attendance at said assemblies shall be left to a mutual agreement between that teacher and his/her building principal;
- C. Preparation time shall be provided in one (1) or two (2) uninterrupted blocks (of at least 20 minutes duration) during the student contact day and shall not include student transition time.

## **Section 7 - Change in Teacher Assignments**

The School District reserves the right to make changes and adjustments in a teacher's assignment(s) during the basic day consistent with the needs of the educational program of the School District.

## **Section 8 - Teacher Day Longer Than Eight (8) Hours**

As a general rule, the duty day for teachers is eight (8) hours. Each building, department, and committee will develop "norms of behavior" which will include the expectation that meetings will start and end within the parameters of the 8-hour day.

Serving on a Building/District committee or attending parent-teacher conferences may necessitate a teacher's duty day being longer than eight hours. Special education meetings (e.g., IEP meetings) and curriculum-related meetings may occur outside of the regular duty day, and teachers will be compensated for them in accordance with Schedule D of this Agreement.

Meetings that extend beyond the eight (8) hour day for which a teacher receives a stipend or other payment as stipulated in this Agreement (e.g., department chairs, curriculum writing) will not be additionally compensated.

## **Section 9 – Typical Duty Day Meetings**

On scheduled full student contact days, staff meetings typically should last no longer than forty-five (45) minutes excluding Special Education meetings, conferences, and meetings paid according to Schedules C-D of this Agreement.

## **ARTICLE IX SCHOOL YEAR**

### **Section 1 - Teacher Duty Days**

Pursuant to MS120A.40, the School District shall, prior to April 1 of each school year, establish the number of student contact days and new teacher training for the next school year, and the teachers shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority, has determined to conduct school. First-year probationary teachers will have up to three additional duty days for purposes of orientation and staff development prior to the start of the school year. Teachers will be compensated with one (1) Academic Academy credit per additional duty days for a maximum of three (3) credits.

### **Section 2 - Emergency Closings**

#### **Subd. 1**

When conditions make it necessary for students to arrive after the normal start of the school day, individual teachers are encouraged to report at the normal starting time but are not required to do so unless an individual teacher so chooses. Teachers shall report at least by the time appropriate for an orderly arrival of students. When conditions make it necessary for students to be sent home from school prior to the close of the school day, teachers shall remain until an orderly dismissal of students has been completed. Teachers have the option of continuing work or to leave at that time.

#### **Subd. 2**

In the event of a student day or teacher duty day lost for any emergency, except inclement weather, teachers shall perform duties on that or other such day in lieu thereof as the School District or its designated representative shall determine, if any. Individual teachers are encouraged to report on days of inclement weather, but are not required to do so unless an individual teacher so chooses. Any individual teacher failing to report to work on days of inclement weather or other reasons for closing will be required to make up those days except for the first day. Make-up days will be identified with the PLSEA. Teachers have the option of selecting those make-up days or any other District approved day or days. Teachers who are not present during an inclement weather work day or other emergency closings and who fail to make up those days pursuant to the provisions of Article VII, Sections 1, 3 and 8 will have their salaries deducted in the amount of one - one hundred eighty-fifth (1/185th) of that teacher's base pay. Teachers shall be required to make up days lost for inclement weather except for the first day if the number of teacher duty days falls below one hundred eighty-five (185).

### **Section 3 - Minimum Required Days**

In the event that, due to inclement weather, emergency closing, or a strike, the minimum number of student school days required to qualify for full state aid is not satisfied in accordance with the school calendar as established in Article IX, Section 1, teacher contracts may be extended the number of days required to satisfy state minimum requirement for the payment of full state aid. Additional compensation will be paid on a pro-rata basis for the number of days over one hundred eighty-five (185). Pro-rata deductions will be made for the number of days less than one hundred eighty-five (185) if inclement weather, emergency closing, or a strike causes that to happen. The School District shall make a good faith effort to reschedule days lost because of emergency closings or inclement weather. When the Governor calls off school and the District still gets aid for that day(s), teachers do not have to report, do not have to make up that day(s), and will not have any salary reduction for that day(s).



**ARTICLE X  
CHILDREN’S TEACHERS AND PARENT EDUCATORS**

**Section 1 – Teacher Rights**

The School District shall expunge from a children’s teacher and parent educator’s personnel file any material found to be false or substantially inaccurate through the grievance procedure.

**Section 2 – Financial Considerations**

**Subd. 1**

Article VI, Section 1, shall not apply to a children’s teacher and parent educator.

**Subd. 2**

A children’s teachers and parent educator shall be paid pro-rated based on their placement on Schedule A and B for all hours worked. A children’s teacher and parent educator must work a minimum of one hundred and fifty (150) hours in order to advance one (1) increment on the salary schedule.

**Section 3 – Hours of Service**

**Subd. 1**

Article VIII, Sections 1, 2, 4, 5, 6, 7, and 8 shall not apply to a children’s teacher and parent educator.

**Subd. 2 – Assignment**

Due to the variable nature of ECFE programming, a children’s teacher and parent educator’s hours and days of assignment shall be assigned by the School District or Coordinator based upon the needs of the program after requesting input from teachers. The assigned hours and days constitute the amount of the teacher’s annual full-time equivalent position (“FTE”), as defined in Article III, Section 3 of this contract.

**Subd. 3 – Preparation Time**

- A. The standard preparation time for children’s teachers and parent educators will be six minutes and fifteen seconds (6:15) per one (1) hour of their scheduled assignment on a given day.
- B. There will be occasions throughout the year when there is a need for an individual children’s teacher or parent educator to attend a particular assembly during that teacher’s preparation time due to the nature of the program or for safety and security reasons; an individual teacher’s attendance at said assemblies shall be left to a mutual agreement between that teacher and the Coordinator.

**Subd. 4 – Teaching and Assignments**

The specific duties and assignments for children’s teachers and parent educators shall be established by the Coordinator to best meet the needs of the particular program. Tentative assignments for children’s teachers and parent educators for the following year will be given no later than August 1. Eligibility for benefits will be based on the tentative assignments distributed by August 1. Additional duties and assignments added to a teacher’s schedule due to program needs or special circumstances after August 1, will not be construed as increasing a teacher’s FTE in perpetuity. If the duties and assignments added after August 1, will be reoccurring in the following year, they will be posted or assigned by the Coordinator prior to the following August 1.

#### Subd. 5 – Program Related Assignments

When directed by the Coordinator, teachers will be paid for time worked on the following program related assignments: preparation and set-up; staff and curriculum development; staff and team meetings; home visitation, Classroom on Wheels, and outreach; liaison work with outside agencies or other district departments; speaking engagements; marketing and catalogue development; screening and screening coordination; state reporting; special assignments and special events. These duties are assigned in addition to parent/student contact time, school readiness conferences, IEP meetings and follow-up time as appropriate and determined by the Coordinator.

#### Subd. 6 – Class Cancellation

- A. When class cancellations make it impossible for a teacher to work the allotted contracted time, the Coordinator may assign additional classes and work assignments after consultation with the teacher. A teacher shall not see their base annual salary in accordance with Schedule A or B of this agreement reduced by more than 10% due to class cancellations (except as provided in (B), below).
  
- B. Catastrophic Closure: In the event of cancellation of all classes due to a catastrophe, such as a natural disaster or pandemic, the Coordinator may assign additional class and work assignments after consultation with the teacher. The Coordinator may also allow first right of refusal for additional work assignments throughout the District. Notwithstanding (A), above, a teacher shall not see their base annual salary in accordance with Schedule A or B of this agreement reduced by more than 20% due to class cancellations.

#### Subd. 7 – Meal Break

A children's teacher or parent educator who works six (6) or more consecutive hours in one duty day shall be provided with a thirty (30) minute duty free meal break. When a teacher works ten (10) or more consecutive hours in one duty day, the teacher shall be provided with two (2) thirty (30) minute duty free meal breaks.

### **Section 4 – Children's Teacher and Parent Educator Seniority, Probationary Period, Replacement, and Layoff**

#### Subd. 1 – Seniority

A separate seniority list shall be established for children's teachers and parent educators. Children's teachers and parent educators shall accumulate no seniority on the kindergarten through twelfth grade teacher seniority list, but shall accrue seniority on the children's teacher and parent educator seniority list. Likewise, kindergarten through twelfth grade teachers shall not accrue seniority on the children's teacher and parent educator list. A teacher shall be eligible for placement on the children's teacher and parent educator seniority list after completing the probationary period.

#### Subd. 2 – Probationary Period

A children's teacher and parent educator shall serve a probationary period of three (3) consecutive years of service in which a teacher has worked one hundred and fifty (150) hours or more per year. During this time, the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such children's teacher and parent educator; and during this probationary period the children's teacher and parent educator shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary children's teacher and parent educator shall have the right to bring a grievance on any other provisions of the agreement alleged to have been violated. During the probationary period, the Coordinator shall observe and

evaluate the teacher in writing a minimum of once every six (6) months the teacher is actively employed.

Subd. 3 - Completion of Probationary Period

A children’s teacher and parent educator who has completed the probationary period may be suspended without pay or discharged only for just cause. A children’s teacher or parent educator who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Subd. 4 – Replacement

A kindergarten through twelfth grade teacher cannot exercise his/her seniority to replace any children’s teacher or parent educator. Likewise, a children’s teacher and parent educator cannot exercise his/her seniority to replace a kindergarten through twelfth grade teacher.

Subd. 5 – Layoff and Recall

In the event of a staff reduction action, the School District shall apply the procedures of Article XV of this master contract using the children’s teacher and parent educator seniority list.

**ARTICLE XI  
RESIGNATION**

**Section 1 – Deadlines**

Subd. 1

A teacher wishing to resign at the end of the first year of this Agreement must do so in a written letter of resignation addressed to the School Board by April 1. During the second year of the Agreement, if a new Agreement has not been adopted prior to March 1, a teacher’s right of resignation shall be extended to the thirtieth (30) calendar day following the adoption of the new Agreement. The latest resignation date, regardless of the settlement date, shall be July 15 after the second year of the Agreement.

Subd. 2

If a teacher is given an assignment notice on May 1 in the first year of this Agreement that is a change from the previous year’s assignment and is one the teacher does not wish to accept, then the teacher will be given until June 1 of that year to resign from his/her position. If a teacher is given an assignment notice on May 1 in the second year of the Agreement that is a change from the previous year’s assignment and is one the teacher does not wish to accept, then the teacher has until June 1 to resign unless a new Agreement has not been adopted, in which case the teacher has thirty (30) calendar days from the date of ratification to resign, but no later than July 15.

**Section 2 - Continuing Contract**

Failure upon the part of an individual faculty member to comply with the contract signing/resignation provisions, as stipulated and applicable in Article XI, Section 1, shall result in the application of continuing contract provisions without any increase in salary.

**Section 3 - Reapplication for Employment**

In the event that an individual faculty member has resigned in accordance with the applicable provisions of Article XI, Section 1, and desires to seek subsequent employment, an application in writing, should be directed to the Executive Director of Human Resources. Due consideration will be given said application.

**ARTICLE XII  
RETIREMENT / SEVERANCE BENEFITS**

**Section 1**

Retirement is defined as termination of services in the School District and withdrawal from active teaching service. Eligible retired teachers in this Article will have completed at least twenty (20) years of service in the School District, are at least fifty-five (55) years of age as of June 30 in the school year in which application for retirement is made, and submit a written resignation accepted by the School District. To assist with District staffing and planning needs, teachers shall provide a non-binding notification of their decision to retire to the Executive Director of Human Resources by March 1 of the year of retirement. Retirement pay shall not be granted to any teacher who has been discharged or terminated pursuant to MS122A.40.

- A. Full-time teachers covered by this Master Agreement and employed before 1991-92 school year will be eligible for the retirement benefits specified in all sections of this Article except Section 11. Such teachers shall receive retirement benefits according to the definitions provided in this Article. All teachers before satisfying the eligibility criteria (55 years of age and 20 years of service) must make, in writing, an irrevocable choice between Options (1) and (2) below before July 1 of the contract year in which they become eligible concerning the retirement/severance payment. Failure to make a choice will result in an automatic default to Option (1). This choice must be made regardless of a decision to retire or not.

The Options are:

- (1) Sick Leave – Experience Calculation

Receiving benefits as described in Article XII, Sections 2, 3 and 4. Choosing this option means that a teacher will receive from the district a 1099 IRS form (if required by the IRS) indicating that he/she is liable in the current year for that portion of retirement/severance pay based upon experience.

- (2) Sick Leave Only Calculation

Receiving the retirement/severance benefits based upon unused sick leave only, by multiplying the number of unused sick leave days not to exceed one hundred twenty (120) days by the teacher's daily rate of pay at retirement (see Article VII, Section 1).

- B. Teachers hired during the 1991-1992 school year and thereafter will only be eligible for the early retirement benefit to be identified "Matching Plan" and only those other benefits specifically allowed in the following sections.

**Section 2**

Retiring full-time teachers identified as eligible in Option (1) above shall accumulate four (4) days of credit for each full year of teaching in the District up to a maximum of eighty (80) days. Teachers who will be retiring with Option (2) above will not be eligible for this benefit.

**Section 3**

Retiring full-time teachers identified as eligible in Section 1A above, in addition to Section 2 above, shall be eligible to receive, as retirement pay, the amount obtained by multiplying fifty percent (50%) of that teacher's unused number of sick leave days, but not to exceed forty (40) days, times that teacher's daily rate of pay. Teachers who will be retiring, according to Section 1B above, will not be eligible for this benefit.

**Section 4**

In applying these provisions, a teacher’s daily rate of pay, for those retiring full-time teachers identified as eligible in Section 1A above, shall be the basic daily rate at the time of early retirement, as provided in the salary schedules for the basic school year, and shall include any additional compensation per Schedules C and D of this Agreement, but exclude summer school teaching contracted outside the District and any activity supervisions beyond thirty-five (35) supervisions. Teachers who will be retiring according to Section 1B above will not be eligible for this benefit.

**Section 5**

Retiring full-time teachers, identified as eligible in Section 1A above, shall be eligible for retirement/severance benefits, as required in Sections 2, 3, and 4 above.

All teachers reaching fifty-five (55) years of age, at the end of the year in which retirement occurs, who have twenty (20) years of service in the School District will be eligible for one hundred percent (100%) of the benefit.

Teachers who will be retiring according to Section 1B above will not be eligible for this benefit.

**Section 6**

A retiring teacher shall elect that all retirement pay be paid by the School District in a lump sum on July 15 of the retirement year.

**Section 7**

If a retired teacher dies, retirement/severance benefits will be disbursed to a named beneficiary or, if none is named, to the deceased’s estate. If the teacher dies after becoming eligible for the benefits in this Article, but before resignation, the benefit due shall be paid to the teacher’s named beneficiary, or lacking same, to the surviving spouse of the teacher, if any; otherwise to the estate of the deceased teacher. Teachers who will be retiring according to Section 1B above will not be eligible for this benefit.

**Section 8 - Wellness Incentive Accumulation and Limitations**

**Subd. 1 - Definition of Wellness and Accumulation**

A. Commencing with the 1997-98 school year and thereafter, all teachers shall be eligible to accumulate a wellness incentive based upon yearly sick leave usage. Wellness incentive will be given to all retiring teachers identified in both Sections 1A and 1B above and as defined at the beginning of this Article. That wellness incentive will be accumulated according to the following schedule:

<u>Sick Leave Used in a Year</u>	<u>Accumulated Wellness Incentive for That Year</u>
0 days	2 days of wellness incentive
1 - 3 days	1 day of wellness incentive

- B. Wellness incentive will be paid at the daily casual substitute teacher rate of pay.
- C. Wellness incentive accumulation is limited to forty (40) days.

Subd. 2 - Payment of Wellness Incentive

All accumulated wellness incentive will be paid to all eligible retiring teachers. All wellness incentive will be paid to all eligible retiring teachers according to the timeline defined in Section 6 above to a 403(b) investment provider of their choice.

Subd. 3 – Notice of Accumulated Wellness Incentive

The School District will provide an individual report or make available to teachers via other means the total amount of accumulated wellness incentive by September 15.

**Section 9**

All teachers who retire, as defined in Section 1, pursuant to this Article, shall be eligible to remain in the existing two-party medical and dental insurance plans.

Subd. 1 - District Insurance Contribution

The School District shall pay the same “individual coverage” hospitalization, medical and dental premiums for those eligible retired teachers as provided for those employees as identified in Article VI, Section 10, Subd. 1, and as identified in Article VI, Section 13, Subd. 1. (See Appendix for relevant Memorandum of Understanding.)

Subd. 2 – Retirees prior to July 1, 2000.

Only those PLSEA members who retired prior to July 1, 2000, and those previously receiving 2- party group hospitalization and medical insurance plan, and dental insurance plans are eligible to receive the 2-party premiums to be paid by the district.

Subd. 3 - Duration of Eligibility

These individual coverage premiums shall continue to be paid by the School District until the teacher is eligible for full Medicare benefits. At that time, pursuant to Minn. Stat. 471.61, the retired teacher may choose to remain in the group (subject to the approval of the carrier) at that party’s own expense. When the retired teacher dies or is no longer eligible, the second party may retain coverages for one (1) year after which time the second party may remain in the group (subject to the approval of the carrier) at that party’s own expense until the second party is eligible for full Medicare benefits.

**Section 10**

A teacher who has retired under the provisions of Article XII, of this Agreement, shall continue to be covered by its provisions unless future legislative action provides that teacher with comparable medical and dental benefits outside of Article XII.

**Section 11 - Matching Plan**

Subd. 1 - Eligibility

Those full-time teachers identified in Section 1B above and those part-time teachers eligible to be considered for placement in Section 1B above shall be part of the “Matching Plan.”

Subd. 2 – Contribution

The School District’s annual contribution will be based on the teacher’s years of employment in the District for which seniority is earned under Article XVI and will be in the following amounts:

<u>Year of Employment</u>	<u>District Match 2021-22 School Year</u>	<u>District Match 2022-23 School Year</u>
1st	\$0	\$0
2 <sup>nd</sup> -4 <sup>th</sup>	\$450 (if non-probationary)	\$500 (if non-probationary)
5 <sup>th</sup> -9 <sup>th</sup>	\$800	\$850
10 <sup>th</sup> -14 <sup>th</sup>	\$1100	\$1200
15 <sup>th</sup> -19 <sup>th</sup>	\$1500	\$1600
20 <sup>th</sup> -24 <sup>th</sup>	\$1800	\$1950
25 <sup>th</sup> and beyond	\$2500	\$2650

The School District contribution is not payable unless the teacher authorizes a matching salary reduction.

Subd. 3 – Legal Requirements

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

Subd. 4 - Enrollment

Teachers will have three (3) opportunities to make TSA elections in each school year. One (1) election may be made during the May open enrollment period and will take effect September 15. Two (2) elections may be made between June 1 and April 30. Any elections made between June 1 and September 1 will take effect September 15. Salary reduction shall be accomplished on a bi-monthly basis of equal payments for the remainder of the year or until a new authorization change has been registered.

Subd. 5 – Part-Time Teachers

A teacher working less than full-time shall be eligible for a pro-rated School District contribution provided the teacher authorized salary reduction of an equivalent amount paid to the plan for the same period.

Subd. 6 – Investment Companies

The School District contribution and matching teacher contribution will be made to a School Board-approved company of the teacher’s choice. (Note: “approval” does not in any way constitute “endorsement” of the company.) It shall be the responsibility of the teacher to make all arrangements required by the vendor to ensure that proper payment is made by the School District.

The following criteria will be used in determining which investment companies will be approved by the School District to receive matching contributions:

1. at least one employee must be currently contributing to the company;
2. at least five employees must agree to contribute to the company in order for a new company to be approved;
3. the company must meet all Internal Revenue Service requirements as determined by the School District.

The School District will not endorse or recommend any particular company or provide any information relating to individual companies other than whether they are approved for matching dollars. A current list of approved companies will be maintained by the Human Resources office.

Subd. 7 – Voluntary Program

Teacher participation in the plan shall be voluntary.

**ARTICLE XIII  
DISCRIMINATION POLICY**

**Section 1 - General Explanation**

There shall be no discrimination of any kind, dismissal or demotion of any teacher due to race, creed, color, religion, marital status, national origin, sex, age or place of residence.

**ARTICLE XIV  
DISTRICT INSURANCE COMMITTEE**

**Section 1 - Composition of Committee**

An insurance committee consisting of a majority of representatives from PLSEA, and representative(s) from each of the following: PLSPA, PLSSF, the School District, and other employee groups, as necessary, shall be formed. The Executive Director of Human Resources and the Executive Director of Business Services shall convene such committee each school year.

**Section 2 - Function of Committee**

The function of this committee will be to study the hospitalization, dental, life insurance, disability insurance and flexible benefit plan programs that have been provided by the School District and make recommendations concerning these programs.

**Section 3 - Committee Recommendations**

A joint recommendation, in writing, shall be presented to the School District each year by the joint committee. The insurance committee is only an advisory group.

**ARTICLE XV  
GRIEVANCE PROCEDURE**

**Section 1 - General Statement**

It is acknowledged that, from time to time, individual teachers or groups of teachers take exception to established procedures or interpretations or feel that this Agreement has been violated either by direct disregard or unintentional failure to fulfill some provision of this Agreement. In which case, attempts should be made to resolve these said grievances for the best interests of the School District and all concerned parties. The following grievance procedure is established.

**Section 2 - Definition of Grievance**

The term, "grievance," shall mean an allegation by a teacher or group of teachers resulting in a dispute or disagreement between the teacher and the School District or its designated administrative representatives as to the interpretation or application of the terms and conditions of employment in this Agreement.



### **Section 3 - Representation**

Any parties involved in a grievance procedure may be represented at any time during the procedures by a person or agent designated by a concerned party to act in its behalf.

### **Section 4 - Definitions and Interpretations**

#### **Subd. 1 - Waiver**

Grievances will not be valid for consideration unless they are submitted or duly recorded through the Lines of Communication Committee within thirty-five (35) calendar days of the date the grievance arose. Failure to file or duly record through the Lines of Communication Committee any grievance within such period shall be deemed a waiver thereof. Grievances duly recorded through the Lines of Communication Committee shall be set forth in writing and shall contain the nature of the grievance and a mutually agreed upon date of resolution. Upon impasse or the expiration of the agreed upon date of resolution, a written grievance must be filed within three (3) days and the grievance process will resume.

#### **Subd.2 - Extension**

Time limits in this Agreement may be extended by mutual agreement.

#### **Subd. 3 - Days**

Reference to days hereafter regarding time periods in grievance procedures shall refer to "working days." A "working day" shall be defined as all days not designated as "holidays" or vacations on the adopted school calendar. Weekdays during summer vacation shall be designated as "working days."

#### **Subd. 4 - Sequential Time Periods**

The specified time allowed for completion of the respective phases of the grievance process is intended to provide a structure to assist in the resolution of a grievance at some level with the least possible time lapse.

#### **Subd.5 - Computation of Time**

In computing any period of time prescribed or allowed in procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or holiday in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

#### **Subd.6 - Filing and Postmark**

The filing or service of any notice or documents herein shall be timely if they bear a postmark of the United States Mail within the period of time.

### **Section 5 - Counsel/Grieving Teacher**

The Members Rights committee shall counsel a grieving teacher if the teacher so desires. The committee to counsel the teacher shall consist of three (3) members from the PLSEA.

### **Section 6 - Presentation of Grievance to PLSEA Members Rights Committee**

When a grievance arises, said grievance shall first be brought to the attention of the PLSEA Members Rights Committee.

### **Section 7 - Presentation of Grievance**

In order for a grievance to receive consideration, it must be submitted in writing. All subsequent items submitted by all concerned parties shall also be written.

## **Section 8 - Consolidation of Grievance**

In the event that multiple grievances relating to a like or similar matter are initiated and any participants deem that a consolidation of two (2) or more similar, like or related grievances would enhance the grievance procedure, a request, in writing, may be directed to the Executive Director of Human Resources requesting a consolidation of grievances.

Within five (5) days of receipt of the request by the Executive Director of Human Resources, the Executive Director of Human Resources shall hold an informal hearing prior to making a decision on said request. All concerned parties shall be requested to attend said hearing. Upon completion of the hearing, the Executive Director of Human Resources shall make a determination, in writing, either honoring or rejecting the request. Any time involved in this procedure shall have the effect of delaying the grievance procedure timetable a like amount of time. The decision on this matter shall be binding on all concerned parties.

## **Section 9 - Grievance Timetable**

### **Subd. 1 - Initial Discussions:**

Efforts should be made to informally settle all difficulties prior to embarking on a formal grievance procedure through the Lines of Communication Committee.

### **Subd. 2 – Lines of Communication Committee**

A standing committee consisting of the district Executive Director of Human Resources and the two (2) PLSEA negotiator spokespersons shall maintain an open dialogue between the School District and the PLSEA relating to issues of mutual concern. Either party may invite additional individuals to attend committee meetings in order to promulgate a better understanding of issues and concerns. The Executive Director of Human Resources will use this committee as a means to communicate changes in policies, procedures or interpretation. Any concerns regarding school policies, procedures, or practices will be reviewed by the Executive Director of Human Resources to ensure compliance with the terms of this Agreement.

The committee shall report back to the school district and teacher negotiation teams in April of each contract year about any concerns that they mutually agreed upon. However, the committee is only an advisory group and anything mutually agreed to will not be viewed as binding or altered on either party until it is negotiated and agreed to at the table the next round of negotiations for the next contract. Both parties will seek to foster positive relations. Neither party waives their right to grievances or actions. The committee will meet monthly or as otherwise agreed.

### **Subd. 3 - Step 1**

If the grievance is not resolved through informal discussion, the building principal shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

### **Subd. 4 - Step 2**

In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Executive Director of Human Resources provided such appeal is made in writing within five (5) days after receipt of the decision in Step 1. If a grievance is properly appealed, the Executive Director of Human Resources shall set a time to meet concerning the grievance, which meeting shall take place within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Executive Director of Human Resources shall issue a decision, in writing, to the parties involved.

### Subd. 5 - Step 3

In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the School Board provided such appeal is made in writing within five (5) days after receipt of the decision in Step 2.

If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance, i.e. which meeting shall take place within fifteen (15) days after receipt of the appeal. At the option of the School Board, a committee consisting of at least two (2) members of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The grievant may appear and present evidence and arguments to the committee at such meeting. At the next regular meeting following such meeting, the School Board shall issue its decision, in writing, to the parties involved.

### **Section 10 - School Board Review**

The School Board reserves the right to review any decision issued by Executive Director of Human Resources pursuant to this procedure, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

### **Section 11 - Denial of Grievance**

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

### **Section 12 - Binding Arbitration**

In the event that a solution has not been reached following one or more of the procedures, as outlined in Article XV, the grievance shall be subject to binding arbitration, as set forth in PELRA. In this event, either party may request arbitration as here defined.

#### Subd. 1 - Request

A request to submit a grievance to arbitration must be in writing and signed by either party, and such request must be filed in the office of the Executive Director of Human Resources within five (5) days following the decision in the grievance procedure.

#### Subd. 2 - Prior Procedure Required

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure.

#### Subd. 3 - Selection of Arbitrator

Upon the proper submission of a grievance, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. Attempted selection shall be under the control of the aggrieved party or his/her designated representative and the School District. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within fifteen (15) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4 - Submission of Grievance Information

- A. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the District, the submission of the grievance, which shall include the following:
  - 1. the issues involved,
  - 2. statement of the facts,
  - 3. position of the grievant.
  
- B. The School District shall make a similar submission of information relating to the aggrieved not less than five (5) days prior to the hearing.

Subd. 5 - Hearing

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator.

Subd. 6 - Decision

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator shall be final and binding upon the parties, subject however, to the limitations of the arbitration decisions as provided in PELRA.

Subd. 7 - Expenses

Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and 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.

Subd. 8 - Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the 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.

**ARTICLE XVI  
UNREQUESTED LEAVE OF ABSENCE**

**Section 1 - Purpose**

The purpose of this article is to implement the provisions of MS122A.40, Subd. 10, which article, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

## **Section 2 - Definitions**

### **Subd. 1**

For the purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

### **Subd. 2**

"Teacher" means any full-time or part-time teacher of the appropriate unit, as defined in Article III, Section 2.

### **Subd. 3**

"Full-time teacher" means any teacher who is contracted to provide a full eight (8) hours of service per day, forty (40) hours per week.

### **Subd. 4**

"Part-time teacher" means a teacher who teaches at least half-time, but not full-time for at least two-thirds (2/3) of the school year.

### **Subd. 5**

"Seniority" means full-time, continuing contract, qualified teachers as defined by Article III, Section 2, commencing with the first day of actual teaching service in the School District and shall exclude probationary teachers; part-time teachers not covered by Article XVI, Section 2, Subd. 4; long-term substitute teachers as defined by School Board policy; and retired teachers who are subsequently employed by the School District. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to MS122A.40 but whose employment was subsequently reinstated by action of the School District shall retain his/her seniority for all teaching service in this School District unless such teacher is a retired teacher (whose contracts are always on an annual basis in accordance with the memorandum of understanding regarding retirees returning to teach in the School District); long-term substitute teachers retain their seniority only for that teaching service that is counted towards the required probationary period for determining continuing contract status under MS122A.40.

### **Subd. 6**

"School Board" means the local governing board of the School District.

### **Subd. 7**

"Qualified" shall mean a teacher who has appropriate state licensure, and is presently teaching or has taught in the past five (5) years such subject matter in the School District, with the only exception to this experience requirement being those teachers who have been placed on "special assignment" by the School District. "Special assignment" is defined as a teacher who is employed in a non-teaching position and who remains in the bargaining unit.

## **Section 3 - Unrequested Leave of Absence**

### **Subd. 1**

The School District may place on unrequested leave of absence for a period not exceeding five (5) calendar years from the time such leave is commenced such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School District.

Subd. 2

Only qualified teachers as defined in Article XVI, Section 2, Subd. 7 shall be placed on unrequested leave of absence.

Subd. 3

Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefore, without the necessity for any hearing applicable to termination, except that a hearing may be provided at the written request of the teacher to show any violation of this article. Such written request for a hearing must be received by the Executive Director of Human Resources within fourteen (14) calendar days after the teacher received notice of placement on unrequested leave of absence.

Subd. 4

Qualified teachers as defined in Article XVI, Section 2, Subd. 7, shall be placed on unrequested leave in inverse order of seniority. No teacher shall be placed on unrequested leave if there is any other qualified non-probationary teacher with less seniority not on unrequested leave.

Subd. 5

In the event of a staff reduction action, seniority rank for qualified teachers as defined in Article XVI, Section 2, Subd. 7, shall be determined in the following sequence and manner:

- A. number of full years of teaching experience in the School District, unless such service has been interrupted by an approved leave of absence of a duration less than half the annual teacher contract days or an approved medical, maternity or family leave of absence for up to one full school year, in which case a full year of teaching experience will be granted for purposes of this subdivision, effective July 1, 2003;
- B. first day of teaching service in the School District;
- C. date on which the School Board voted to hire the teacher;
- D. placement of the teacher on the salary schedule according to the credits or degrees earned beyond the bachelor's degree;
- E. the greater number of years of School District service in the teaching area being reduced;
- F. in the event that a tie(s) is not broken by the above sequences, the School District may determine which teacher(s) will be more senior.

Subd. 6

Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation. Such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

Subd. 7

Such leave shall be without pay or fringe benefits paid by the School District. However, such teacher may pay for fringe benefits during the period of the leave.

Subd. 8

Seniority privileges may not be asserted and used for the positions of Superintendent, Assistant Superintendent, principals, assistant principals, supervisory personnel and administrators.

#### **Section 4 - Reinstatement**

##### **Subd. 1**

No teacher shall be employed by the School District while any qualified teacher, as defined in Article XVI, Section 2, Subd. 7, is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to a position for which they are qualified as defined in Article XVI, Section 2, Subd. 7. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

##### **Subd. 2**

When placed on unrequested leave, a teacher shall file his/her name and address with the School District human resources office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing in the mail such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

##### **Subd. 3**

If a position, as provided in Subd. 1 above, becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher, who shall have thirty (30) calendar days from the date of mailing of such notice to accept the re-employment. If written acceptance is not received by the School District within said thirty (30) calendar day period, it shall constitute a waiver on the part of the teacher to reinstatement to the position offered, with all other reinstatement rights continuing in accordance with Article XVI, Section 4, Subd. 4.

##### **Subd. 4**

Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

#### **Section 5 - Establishment of Seniority List**

##### **Subd. 1**

By November 1 of every year, the School District shall prepare a seniority list (by name, date of employment, current certification, qualification and subject matter or field) based on its records, and the list shall be posted in an official place in each school building.

##### **Subd. 2**

Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and request for seniority change to the Executive Director of Human Resources.

##### **Subd. 3**

Within ten (10) calendar days thereafter, the Executive Director of Human Resources shall evaluate any and all such written communication regarding the order of seniority contained in said list and may make such changes deemed warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher.

Each year thereafter the School District shall prepare an updated seniority list to reflect any addition or deletion of personnel caused by retirement, death, resignation, correction of errors, other cessation of services or new teachers. Such yearly revised list shall govern the application of the unrequested leave of absence article until thereafter revised.

**Section 6 - Effect**

This article shall be effective on July 1, 2003 and shall be governed by the duration clause of this agreement. This article shall govern all teachers, as defined herein, and shall not be construed to limit the rights of any other certified employee not covered by the master agreement or other master agreements affecting such certified employees.

**ARTICLE XVII  
VACANCIES AND TRANSFERS**

**Section 1 - Posting of Vacancies**

All bargaining unit vacancies shall be posted on the School District webpage. No bargaining unit vacancies shall be filled until notice of such vacancies shall have been posted online for at least ten (10) calendar days. The School District may fill vacancies temporarily pending the posting and processing of applications.

**Section 2 - Transfers - Voluntary**

**Subd. 1**

Teachers may apply for a transfer to a specified or unspecified location or assignment at any time during the school year.

**Subd. 2**

Teachers desiring a transfer shall submit a written request to the Executive Director of Human Resources stating the specific assignment or nature of the assignment and the school preferred. Such request shall be acknowledged promptly in writing.

**Subd. 3**

Each transfer applicant shall be notified of the status of his/her application on or before June 1 of the school year in which the request is made. In the event the request is denied, the applicant may request the reasons for denial.

**Section 3 - Assignment Notice**

Teachers will be notified of their tentative assignments for the following school year by May 1 immediately preceding the school year in which the assignment is to become effective. In the event that a subsequent change is necessary in a teacher's assignment, the teacher will be notified of the change and given an opportunity to discuss the change with the building principal. The School District retains all rights of assignment, and the decision where to assign teachers is not subject to the grievance procedure.

**ARTICLE XVIII  
SUSPENSION**

**Section 1 - Without Pay**

A teacher may be suspended without pay for cause. Any such suspension is subject to the grievance procedure.



**Section 2 - Notice and Hearing**

Suspension shall take effect upon written notification from the Executive Director of Human Resources to the teacher, stating the grounds for suspension together with a statement that the teacher may make a written request for a hearing before the School Board to review the suspension within five (5) calendar days after receipt of such notification. If no hearing is requested within such five (5) calendar day period, it shall be deemed acquiescence by the teacher to the suspension. If, after a hearing before the School Board, the suspension is reversed and set aside, the teacher shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the teacher shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level provided written notification requesting arbitration is received by the School Board within five (5) calendar days after receipt of the School Board's decision following the hearing.

**Section 3 - Effective Date**

The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the School District but not to exceed a period of thirty (30) teaching days.

**ARTICLE XIX  
SABBATICAL LEAVE**

**Section 1 - Application and Selection**

A teacher who has been employed for seven (7) years in the School District may apply for sabbatical leave. This leave is to be for one (1) year in length for the purpose of professional growth. Sabbatical leave may be granted at the discretion of the School District. The approval or disapproval of such leave by the School District shall be final and binding and shall not be subject to the grievance procedure. The applicant may resubmit application for such leave the following school year.

**Section 2 - Status of Teacher While on Leave**

Sabbatical leave shall be without pay. During the leave, the teacher shall be on continuing contract but shall not accrue leave or other benefits and shall be eligible to participate in group insurance programs if permitted under the insurance policy provisions, and the School District shall contribute the full premium for single hospitalization/dental insurance and life insurance, but the teacher shall pay the entire premium for such other programs the teacher wishes to retain. The teacher may engage in other remunerative activities and may accept grants or fellowships.

**Section 3 - Return from Sabbatical Leave**

A teacher, upon completion of a sabbatical leave, shall return to his/her former position or to a position of like nature and status and shall be continued at the same seniority step on the salary schedule as if he/she had taught in the School District during such period.

**ARTICLE XX  
DURATION**

**Section 1 - Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing July 1, 2021 through June 30, 2023, and thereafter, with the exception of Schedules A, until modifications are made pursuant to

PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than March 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 2 - Effect**

This Agreement constitutes the full and complete Agreement between the School District and the PLSEA. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices and School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3 - Finality**

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

**Section 4 - Severability**

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

**ARTICLE XXI  
MISCELLANEOUS CONDITIONS**

**Section 1 - Document Distribution**

It shall be the responsibility of the PLSEA to supply each of its members with a copy of this Agreement.

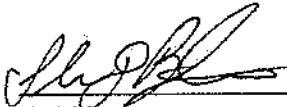
**ARTICLE XXII  
ENDORSEMENT**

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

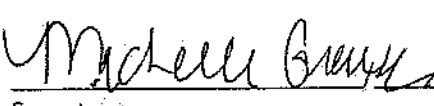
Signed and dated:


For the Exclusive Representative:

For the School District:

 12-14-22  
President Date

 2-15-22  
Chairperson Date

 2-15-22  
Secretary Date

 2-15-22  
Clerk Date

**SCHEDULE A**  
**2021-22 SALARY SCHEDULE**

STEP	BA	BA 20	BA 40	BA 60	MA	MA 20	MA 40	MA 60
<b>1</b>	\$45,053	\$45,868	\$47,036	\$47,036	\$47,811	\$48,797	\$50,346	\$51,898
<b>2</b>	\$45,643	\$46,672	\$47,640	\$47,640	\$48,752	\$49,832	\$51,428	\$53,024
<b>3</b>	\$46,587	\$47,766	\$50,007	\$50,007	\$50,648	\$51,419	\$53,267	\$55,113
<b>4</b>	\$47,634	\$48,919	\$50,687	\$50,687	\$51,929	\$53,312	\$55,339	\$57,365
<b>5</b>	\$48,745	\$50,154	\$51,982	\$51,982	\$53,651	\$55,038	\$57,383	\$59,728
<b>6</b>	\$49,887	\$51,428	\$53,456	\$53,456	\$55,428	\$57,357	\$59,486	\$61,613
<b>7</b>	\$50,714	\$52,850	\$54,912	\$54,912	\$57,172	\$58,897	\$61,666	\$65,793
<b>8</b>	\$52,129	\$53,749	\$56,215	\$56,215	\$59,055	\$60,957	\$63,834	\$68,596
<b>9</b>	\$52,933	\$54,553	\$57,065	\$57,065	\$60,246	\$62,358	\$65,330	\$71,583
<b>10</b>	\$53,954	\$55,971	\$58,405	\$58,405	\$62,160	\$64,381	\$67,578	\$74,673
<b>11</b>	\$54,110	\$56,660	\$59,242	\$59,242	\$63,228	\$65,740	\$69,042	\$76,980
<b>12</b>	\$54,688	\$58,569	\$61,194	\$61,194	\$65,584	\$68,372	\$71,798	\$80,920
<b>13</b>	\$56,595	\$63,714	\$66,303	\$69,014	\$71,157	\$73,980	\$77,613	\$84,462
<b>14</b>	\$58,342	\$65,459	\$68,050	\$70,758	\$72,903	\$75,727	\$79,360	\$86,209
<b>15</b>	\$62,229	\$69,361	\$71,955	\$74,668	\$80,415	\$83,246	\$86,887	\$93,747

Notes:

1. Credits on this schedule are quarter credits. To convert semester credits to quarter credits, multiply by 1.5 (e.g., 2 semester credits = 3 quarter credits; 3 semester credits = 4.5 quarter credits, etc.).
2. Teachers who retire on or before December 31st of the second year of the agreement will receive a one-time stipend of \$2000.
3. There are four (4) longevity steps available to teachers for in-district service:  
 Longevity #1 occurs with the beginning of the teachers sixteenth (16<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1500 above the steps and lanes listed above.  
 Longevity #2 occurs with the beginning of the teachers twentieth (20<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1000 above the steps and lanes and longevity listed above.  
 Longevity #3 occurs with the beginning of the teachers twenty-fifth (25<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1350 above the steps and lanes and longevity listed above.  
 Longevity #4 occurs with the beginning of the teachers thirtieth (30<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1,400 above the steps and lanes and longevity listed above.
4. Teachers employed by the district in a teaching position prior to June 30, 2023 and who continues to: (a) choose single medical insurance coverage, (b) waive medical insurance coverage, or (c) are married to another teacher in the district (i.e. both parties), will receive an additional \$1,766 in lieu of other medical insurance benefits.
5. Teachers who earn National Board Teaching Certification will receive a stipend of \$1,500.

**SCHEDULE B  
2022-23 SALARY SCHEDULE**

STEP	BA	BA 20	BA 40	BA 60	MA	MA 20	MA 40	MA 60
1	\$45,954	\$46,785	\$47,977	\$47,977	\$48,767	\$49,773	\$51,353	\$52,936
2	\$46,556	\$47,605	\$48,593	\$48,593	\$49,727	\$50,829	\$52,457	\$54,084
3	\$47,519	\$48,721	\$51,007	\$51,007	\$51,661	\$52,447	\$54,332	\$56,215
4	\$48,587	\$49,897	\$51,701	\$51,701	\$52,968	\$54,378	\$56,446	\$58,512
5	\$49,720	\$51,157	\$53,022	\$53,022	\$54,724	\$56,139	\$58,531	\$60,923
6	\$50,885	\$52,457	\$54,525	\$54,525	\$56,537	\$58,504	\$60,676	\$62,845
7	\$51,728	\$53,907	\$56,010	\$56,010	\$58,315	\$60,075	\$62,899	\$67,109
8	\$53,172	\$54,824	\$57,339	\$57,339	\$60,236	\$62,176	\$65,111	\$69,968
9	\$53,992	\$55,644	\$58,206	\$58,206	\$61,451	\$63,605	\$66,637	\$73,015
10	\$55,033	\$57,090	\$59,573	\$59,573	\$63,403	\$65,669	\$68,930	\$76,166
11	\$55,192	\$57,793	\$60,427	\$60,427	\$64,493	\$67,055	\$70,423	\$78,520
12	\$55,782	\$59,740	\$62,418	\$62,418	\$66,896	\$69,739	\$73,234	\$82,538
13	\$57,727	\$64,988	\$67,629	\$70,394	\$72,580	\$75,460	\$79,165	\$86,151
14	\$59,509	\$66,768	\$69,411	\$72,173	\$74,361	\$77,242	\$80,947	\$87,933
15	\$63,474	\$70,748	\$73,394	\$76,161	\$82,023	\$84,911	\$88,625	\$95,622

**Notes:**

1. Credits on this schedule are quarter credits. To convert semester credits to quarter credits, multiply by 1.5 (e.g., 2 semester credits = 3 quarter credits; 3 semester credits = 4.5 quarter credits, etc.).
2. Teachers who retire on or before December 31st of the second year of the agreement will receive a one-time stipend of \$2000.
3. There are four (4) longevity steps available to teachers for in-district service:
  - Longevity #1 occurs with the beginning of the teachers sixteenth (16<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1500 above the steps and lanes listed above.
  - Longevity #2 occurs with the beginning of the teachers twentieth (20<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1300 above the steps and lanes and longevity listed above.
  - Longevity #3 occurs with the beginning of the teachers twenty-fifth (25<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1400 above the steps and lanes and longevity listed above.
  - Longevity #4 occurs with the beginning of the teachers thirtieth (30<sup>th</sup>) year in Prior Lake-Savage School District and those individuals will be paid an additional \$1,500 above the steps and lanes and longevity listed above.
4. Teachers employed by the district in a teaching position prior to June 30, 2023 and who continues to: (a) choose single medical insurance coverage, (b) waive medical insurance coverage, or (c) are married to another teacher in the district (i.e. both parties), will receive an additional \$1,766 in lieu of other medical insurance benefits.
5. Teachers who earn National Board Teaching Certification will receive a stipend of \$1,500.

**SCHEDULE C**  
**CO-CURRICULAR SALARY SCHEDULE**

<b><u>HIGH SCHOOL</u></b>		<b><u>2021-22</u></b>	<b><u>2022-23</u></b>
Music	Instrumental	\$6,150	\$6,196
	Vocal	\$6,150	\$6,196
Laker Store Coordinator		\$2,870	\$2,892
<i>L.I.V.E.</i>		\$2,153	\$2,169
National Honor Society		\$5,228	\$5,267
Student Council		\$6,150	\$6,196
School to Work		\$1,435	\$1,446
Class Advisor	Senior	\$2,153	\$2,169
	Junior	\$ 718	\$ 723
	Sophomore	\$ 718	\$ 723
	Freshman	\$ 718	\$ 723
Yearbook		\$6,150	\$6,196
Jr Naturalist		\$ 897	\$ 904
<b><u>MIDDLE SCHOOL</u></b>			
Music	Instrumental	\$1,845	\$1,859
	Vocal	\$1,845	\$1,859
Yearbook		\$1,845	\$1,859
Student Council		\$1,845	\$1,859
Jr Naturalist		\$ 897	\$ 904
<b><u>ELEMENTARY SCHOOL</u></b>			
Student Council		\$ 897	\$ 904
Yearbook		\$ 769	\$ 775
Jr Naturalist		\$ 897	\$ 904
<b><u>LEADERSHIP</u></b>			
ELC	Coordinator	\$5,125	\$5,163
	Staff	\$1,538	\$1,550
Staff Development	Building	\$ 769	\$ 775
	District	\$ 769	\$ 775
HS Department Chair		\$1,538 + \$26/per	\$1,550 + \$26/per
MS Department Chair		\$ 769	\$ 775
Elementary Leadership		\$ 769	\$ 775
PST (SPED/Primary/Intermediate)		\$ 769	\$ 775
Mentor	District	\$ 769	\$ 775

**Section 1 – Point System**

Each co-curricular program has been assigned a category, and therefore a salary, on this schedule through the use of the Point Total Evaluation worksheet.

**Section 2 – Salary Breakdowns**

The pay of the assistants will be based on the percentage of the salary listed below:

**2021-22**

Fine Arts		Academics/Advisors		Leadership	
Points	Salary	Points	Salary	Point	Salary
150+	\$6150	100+	\$3,588	50+	\$2,563
100-149	\$5,228	70-99	\$3,229	31-49	\$1,538
80-99	\$4,715	40-69	\$2,870	0-30	\$ 769
60-79	\$4,203	31-39	\$2,153		
40-59	\$3,178	21-30	\$1,435		
20-39	\$2,153	0-20	\$ 718		
0-19	\$1,128	100%	HS		
100%	HS	70%	HS Asst		
75%	HS Asst	50%	MS		
30%	MS	25%	Elem		
20%	Elem				

**2022-23**

Fine Arts		Academics/Advisors		Leadership	
Points	Salary	Points	Salary	Point	Salary
150+	\$6196	100+	\$3,615	50+	\$2,582
100-149	\$5,267	70-99	\$3,253	31-49	\$1,550
80-99	\$4,750	40-69	\$2,892	0-30	\$ 775
60-79	\$4,235	31-39	\$2,169		
40-59	\$3,202	21-30	\$1,446		
20-39	\$2,169	0-20	\$ 723		
0-19	\$1,136	100%	HS		
100%	HS	70%	HS Asst		
75%	HS Asst	50%	MS		
30%	MS	25%	Elem		
20%	Elem				

**Section 3 – Appeals Process for Co-Curricular Placements**

A joint committee will be established with the following representation:

- Executive Director of Human Resources
- Administrative Representative (Activities Director or Principal)
- PLSEA Representative
- PLSEA Representative

The purpose of this committee is to consider appeals of initial placement of positions on the co-curricular schedule. The committee will develop written procedures for employees to use when filing an appeal. The appeals form will be available from the human resources office. Decisions by the committee are by consensus and will be in writing. Decisions and recommendations of the committee are not subject to the grievance procedure. The deadline for appeals will be March 1 in the year in which the existing Agreement expires. Recommended changes in placement will be reviewed and approved by the Negotiation Committees as part of the collective bargaining process for a new Agreement. The committee may also evaluate newly created positions to determine appropriate placement.

**SCHEDULE D**  
**ADDITIONAL SERVICES & EXTRA DUTY PAY**

	<u>2021-22</u>	<u>2022-23</u>
Summer School Teaching	\$31.00/hr	\$31.25/hr
New Teacher Training	\$31.00/hr	\$31.25/hr
Curriculum Writing, including translating curriculum from English to Spanish	\$31.00/hr	\$31.25/hr
Extended Employment	\$31.00/hr	\$31.25/hr
Presenters (outside 8 hour day)	\$36.00/hr	\$36.25/hr
Emergency Substitution	\$40.00/hr	\$40.50/hr
Bus Chaperone	\$47.00/per	\$47.50/per
Lunchroom Supervision	\$1,410.00/yr	\$1,420.75/yr

A sixth (6<sup>th</sup>) class assignment for each trimester shall be by mutual agreement between the teacher and the District. Compensation shall be one-fifteenth (1/15<sup>th</sup>) of that teacher's salary.

A sixth (6<sup>th</sup>) class assignment for each quarter shall be by mutual agreement between the teacher and the District. Compensation shall be one-twentieth (1/20<sup>th</sup>) of that teacher's salary.

Emergency Substitution:

Teachers may be assigned to substitute during their prep times if there is mutual agreement between the teacher and building principal (or designee) to do so, and the teacher will be compensated in accordance with the above schedule or may choose to accumulate one-sixth (1/6) of a personal day for each prep period assigned to teach.

While teachers may be assigned to substitute during their scheduled supervisions, the principal (or designee) will attempt to assign such teachers on a voluntary basis.

When an elementary specialist is reassigned to a classroom for an entire day the specialist will be compensated for two (2) hours in accordance with the above schedule or may choose to accumulate two-sixth (2/6) of the personal day for each emergency substitution situation. When an elementary specialist is reassigned to a classroom for a half day the specialist will be compensated for one (1) hour in accordance with the above schedule or may choose to accumulate one-sixth (1/6) of the personal day for each emergency substitution situation.

When a teacher is required to take additional students for an entire day in an emergency substitution situation, that teacher will be compensated for two (2) hours in accordance with the above schedule or may choose to accumulate two-sixth (2/6) of the personal day for each emergency substitution. When a teacher is required to take additional students for a half day in an emergency substitution, that teacher will be compensated for one (1) hour in accordance with the above schedule or may choose to accumulate one-sixth (1/6) of the personal day for each emergency substitution.

Effective Date of Settlement

Scenario	2021-22 Pay OR Personal Leave		2022-23 Pay OR Personal Leave	
	A. Teacher subbing during prep	\$40.00	1/6	\$40.50
B. Elementary classroom teacher assigned additional student/s (entire day)	\$80.00	2/6	\$81.00	2/6
C. Elementary classroom teacher assigned additional student/s (half day)	\$40.00	1/6	\$40.50	1/6
D. Elementary specialist assigned to classroom position (entire day)	\$80.00	2/6	\$81.00	2/6
E. Elementary specialist assigned to classroom position (half day)	\$40.00	1/6	\$40.50	1/6
A. and B. above	\$120.00	3/6	\$121.50	3/6
A. and C. OR A. and E. above	80.00	2/6	\$81.00	2/6
B. and D. above (i.e. Elementary Specialists assigned classroom with additional students)	\$160.00	4/6	\$162.00	4/6
A. and D. above	\$120.00	3/6	\$121.50	3/6

**NATIONAL INSURANCE SERVICES TRUST SCHEDULE OF BENEFITS**

**Insurance Schedule of Benefit** as noted in Article VI, Section 11, Subd. 3)

Covered Under Part III

Classification	1. Teachers	Sec. A (Y)	Sec. B (Y)	Sec. C (Y)
Basic Life and AD&D:	Two times Basic Annual Earnings, rounded to nearest \$5,000.			
Optional Life and AD&D:	Increments of \$10,000 to a maximum of \$200,000.			
Dependent Life:	\$10,000	Spouse (Non-Employee of Employer)		
	\$ 400	Child (14 Days-6 Months)		
	\$10,000	Child (6 Months-19 Year, 23 Years if full-time student)		

\* Optional and Dependent Insurance coverage is only applicable if selected by the insured employee and premiums have been remitted for such coverage.

The amount of Basic Life Insurance will reduce to 30% upon the Insured Employee's retirement. Basic AD&D Insurance will terminate upon the Insured Employee's retirement. The amount of Optional Life & AD&D Insurance reduces to 50% upon the Insured Employee's attainment of age 70, will reduce to 25% at age 75 and will terminate upon the Insured Employee's retirement. Spouse Insurance terminated upon the spouse's attainment of age 70. Employee is defined as a person either currently in "active service" as defined or covered as an eligible retiree.



**MEMORANDUM OF UNDERSTANDINGS**  
INDEPENDENT SCHOOL DISTRICT 719  
PRIOR LAKE - SAVAGE AREA PUBLIC SCHOOLS

**Teacher/Professional Day:**

All principals will adopt a standardized procedure for check-out for noon and at the end of the day, notwithstanding any other negotiated provisions. It shall be assumed that a teacher has the approval of the principal to leave the building after the conclusion of the student day but before the end of the teacher day and at noon by signing out on the appropriate form. This form will ask for a location so that the teacher can be found for emergencies.

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**Retiree Costs:**

It is accepted and understood that retiree costs have not been, and will not be cost into any "Base Cost" for expense purposes during negotiations.

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**Hiring Retired Teachers:**

The following agreement is entered into between the School Board of Independent School District 719 (School District) and Prior Lake-Savage Education Association (Exclusive Representative) regarding the hiring of retired teachers. It replaces and supersedes any previous agreements relating to this matter.

The School District and Exclusive Representative agree to the following:

- (1) A retired teacher may be rehired to teach in the School District on an annual basis if the School District determines that such teacher best meets the needs of the School District.
  - (2) The retired teacher may be required to waive his/her continuing contract rights under Minnesota Statute 122A.40.
  - (3) A retired teacher who is employed by the School District is covered by the terms of the collective bargaining agreement between the School District and Exclusive Representative, with the following exceptions":
    - a. Article VI, Section 9 (Income Protection Insurance);
    - b. Article VI, Section 10 (Hospitalization and Medical Insurance);
    - c. Article VI, Section 11 (Life Insurance)
    - d. Article VI, Section 13 (Dental Insurance)
    - e. Article VII, Section 1 (only as it applies to accumulation of Sick Leave; all other provisions apply);
    - f. Article VII, Section 2 (only as it applies to accumulations of Personal Leave; all other provisions apply);
    - g. Article XII (Retirement/Severance Benefits currently being received will continue, but there are no additional ones earned).
  - (4) The School District may provide insurance coverage to the retired teacher at a level mutually agreed to by the School District and retired teacher. The teacher may purchase additional coverage if permitted under the existing insurance policy. The level of benefits previously received by the retiree will be restored upon completion of the teaching assignment.
  - (5) This agreement is effective through June 30, 2023.
-

**Tax Deferral of Severance Pay:**

This memorandum is effective for retirees only after July 1, 2021 and before June 30, 2023, and in accordance with Minnesota law that allows for the tax deferral of severance pay, Prior Lake-Savage Area Schools (School District) and Prior Lake-Savage Education Association (PLSEA) agree to the following:

1. Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay directly into a 403(b) plan for each retiring teacher eligible for such payment. The investment company will be the same for all eligible teachers and will be selected from the list of companies approved by the School District for 403(b) plan contributions with exception of Article XII, Section 8 and the one-time retirement stipend of \$2,000 as defined in Schedule A, Note 2 and Schedule B, Note 2. The selection of the company will be based upon agreement of 80% of those retirees who have indicated by March 1 that they will be retiring. PLSEA will inform the Executive Director of Human Resources by May 1 which company has been selected to establish and service the 403(b) plan for severance payments. If a company has not been selected by May 1, the company used the previous year will continue providing this service.
2. The School District contribution to these 403(b) plans will be in accordance with the provisions of Article XII of the collective bargaining agreement. The School District contribution to the retiree's 403(b) plan must not exceed the annual Internal Revenue Service contribution limit. It is the responsibility of the retiree to inform the Executive Director of Human Resources if the severance payment exceeds the annual IRS limit. If the severance amount exceeds the annual limits in the calendar year in which the severance payment is made, the amount over the limit will be provided to the retiree in accordance with Article XII of the collective bargaining agreement.
3. The selected company will establish and service the 403(b) plan. The School District's only obligation is to make payment to the company selected, and any financial risk or loss is assumed by the employee. The School District will comply with all federal and state laws relating to these tax-deferred plans.
4. The resulting tax benefits for employees and the School District will not be factored into the costing of the collective bargaining agreement.
5. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements, and this agreement is not precedent setting in any way.

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**Presidential Release Time:**

1. For the 2021-2022 and 2022-2023 school years, a PLSEA President with a secondary teaching assignment will be entitled to a two-fifth (.4) FTE release time without loss of pay, benefits, retirement pay, or seniority, in order to conduct duties as president.

A PLSEA President with an elementary classroom teacher assignment will take thirty (30) days mutually agreed upon during the contracted year for presidential release. The cost for a substitute will be shared equally between the District and PLSEA. The cost for one half-time paraprofessional will also be shared by the District and PLSEA to ensure that there is continuity in the classroom. The cost for the substitutes will be approximately \$9000 to each party and the cost of the paraprofessional will be approximately \$5000 for each party. An elementary classroom teacher will

also have access to twelve (12) release days in each school year in which to carry out their duties. The PLSEA shall be billed for the release days at the substitute teacher rate.

2. All subsequent provisions in this memorandum of understanding are applicable to a PLSEA President with a secondary teaching assignment only.
3. The PLSEA will reimburse the District for one-half (1/2) the actual costs of salary and all benefits for the PLSEA President.
4. The decision by the PLSEA and the PLSEA President to take a two-fifth (.4) FTE release time to conduct the duties of president is voluntary on the part of the PLSEA and the PLSEA President.
5. The PLSEA will be responsible for providing the PLSEA President with office space and clerical support. However, the District will endeavor to provide office space for the PLSEA President, provided available space exists in the District.
6. Should the PLSEA President decide not to pursue continued release time, he/she will be returned to the position that he/she vacated while conducting duties as president.
7. The PLSEA President will engage with the Administration through ongoing discussion and meeting participation.

This Memorandum of Understanding will expire June 30, 2023. Thereafter, unless the PLSEA and the District agree to renew this Memorandum of Understanding, the Contract provisions regarding PLSEA business will govern.

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**Every-Other-Day Courses:**

The following agreement is entered into between the School Board of Independent School District 719 (School District) and Prior Lake-Savage Education Association (Exclusive Representative) regarding the teaching of every-other-day classes.

The School District and Exclusive Representative agree to the following:

- (1) Teachers will be compensated with eight (8) hours of grading time outside of their duty day per grading period for 1-2 every-other-day courses they have been assigned and sixteen (16) hours of grading time outside of their duty day per grading period for 3-5 every-other-day courses they have been assigned. The time will be paid as extended employment in accordance with "Schedule D" of the agreement.
- (2) Teachers who are assigned to teach every-other day courses may be assigned to a Prime Time, but will not be assigned extra duties such as bus duty, detention duty, or cafeteria duty. This provision is not meant to relieve teachers of professional responsibilities inherent to teaching such as supervising hallways or helping to ensure a safe school environment when the need arises.
- (3) Teachers who are assigned to teach every-other day courses will be granted permission to utilize District designated Learning Management System and other web-based tools currently adopted by the district.

- (4) Teachers who are assigned to teach every-other day courses will be allowed flexibility in the start and end times of their scheduled eight (8) hour day with the following exceptions:
- a. Days on which teachers have been notified of a building meeting such as a department or staff meeting;
  - b. Staff development days;
  - c. Conference days;
  - d. Days on which a teacher's supervisor have asked for time to meet; and
  - e. Instances where timeliness has become a performance concern for a teacher.

This provision is not intended to relieve teachers of the expectation that they work their full contracted time in a given day as stipulated in the Master Agreement.

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**Post-Employment Benefits:**

As of July 1<sup>st</sup>, 2010, Article XII, Section 9, Subd1, and 3, shall no longer apply to any teacher subsequently hired (i.e. the language will be sunset for any employee hired after July 1, 2010). A new post-employment benefit shall take its place and operate under the following provisions:

1. The District shall contribute \$350 per year, on a cumulative basis, into an HRA throughout the first twenty (20) years of a teacher's tenure with the district (i.e. \$350 in year one (1), \$700 in year two (2), with a possible total District contribution of up to \$73,500 throughout a teacher's career).
2. The funds contributed by the District and placed in an HRA account for teachers hired after July 1, 2010, shall not vest with the employee until they have served twenty (20) consecutive years with the district. Upon a teacher's departure from the District, any funds that have not vested shall revert back to the District.
4. 3. The District shall retain control of any funds contributed into an HRA on behalf of a teacher until those funds have vested (i.e. until 20 years of consecutive service in the District). The District shall remain responsible to invest any funds and pay any associated fees until the funds vest with the teacher, at which point those responsibilities shall be transferred to the teacher. The District and the PLSEA shall work together through LOC to develop the new post-employment benefit within the parameters set forth supra.

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**Special Education Committee:**

The District shall convene a workload committee and shall meet a minimum of three (3) times during the 2021-22 and two (2) times during the 2022-23 school years.

The purpose of the committee is to enhance communication by creating an explicit environment to discuss support, workload, and staffing issues and ideas in an open, creative, and solution oriented manner. It is intended that the Special Education Workload Committee will be separate from the Special Education Leadership Committee.

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**Speech-Language Pathologist:**

Speech-Language Pathologists who achieve and maintain national certification from the American Speech-Language-Hearing Association (ASHA) will have the cost of recertification paid for by the District. This Memorandum of Understanding will expire June 30, 2023 or when national certification is no longer required in order for the District to receive third party billing dollars for services provided by Speech-Language Pathologists.

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**Public Employment Labor Relations Act (PELRA):**

Should material changes occur to PELRA legislation, the Lines of Communication Committee shall meet to discuss those changes.

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**Elementary Compacted Classes:**

Elementary specialists assigned compacted classes and elementary classroom teachers assigned sixth (6th) grade math students in a fifth (5th) grade classroom shall be compensated eight (8) hours of grading time outside of their duty day per quarter. The time will be paid as extended employment in accordance with Schedule D of this agreement.

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**Emergency Closing due to Inclement Weather:**

In the case the Superintendent calls for personalized, flexible learning (PFL) on days of inclement weather, staff do not report and shall provide a digital learning experience for their students in accordance with the PFL district guidelines. In the case the Superintendent calls for a standard school closing due to inclement weather (non-PFL) staff shall abide by Article IX, Section 2, Subd. 2 of this agreement.

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**Staff Safety:**

Due to an increase in staff feedback regarding student emotional dysregulation and physical behavior, the District shall create and follow a process to document student behaviors that affect staff safety. The District shall improve communication with staff who have been impacted by student behaviors. The teacher(s) and District will follow the agreed upon procedure in a timely fashion. This MOU will terminate at the end of the 2021-22 contract year by mutual agreement of both parties. In the event no agreement is reached the MOU will remain in effect until the end of the 2022-23 contract year.

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**MTSS/Reading Intervention:**

A subcommittee of the MTSS District Leadership Committee (MTSS DLC) shall convene to help identify and recommend information to the MTSS DLC. This subcommittee shall consist of a majority of classroom teachers. This MOU will terminate at the end of the 2021-22 contract year by mutual agreement of both parties. In the event no agreement is reached the MOU will remain in effect until the end of the 2022-23 contract year.

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**National Teacher Board Certification**

Teachers who have earned and currently hold certification from the National Board for Professional Teaching Standards will receive a stipend of \$1,500 annually in addition to base salary. Part-time teachers shall be paid prorated based upon 1.0 FTE.

- A. Teacher must have 3 years of teaching experience before eligible for the stipend.
- B. The teacher must hold a master's degree or higher in order to receive the stipend.
- C. The teacher must provide human resource office proof of an active valid certification by September 1, each year in order to receive the stipend.

- D. If the certification becomes inactive or terminates for any reason or is not received by the deadline of September 1, the stipend will not be payable.
- E. The stipend shall be paid out equally over all pay periods.

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**Proactive Provisions in Support of Equity & Inclusion**

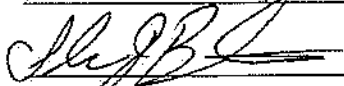
In our continued and shared efforts to support equity and inclusion throughout the district, the district will offer the opportunity for 2 union representatives to serve on the Employee Relations (2b) strategic direction working committee. This MOU will terminate when Employee Relations (2b) strategic direction is no longer in the district strategic plan or the end of the 2022-23 school year, whichever comes first.

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By signing below, PLSEA and the District acknowledge agreement of the above Memorandum of Understandings.

Signed and dated:

For the Exclusive Representative:

 12-14-22  
President

Michelle Braek, 2-15-22  
Secretary

For the School District:

Michael Nelson, 2-7-22  
Chairperson

Amy C. [Signature], 2/7/22  
Clerk