

St. Anthony Village
Education Association
Local 7247

Master Contract

2021-2023

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ISD policies provide equal education opportunities for all students and equal employment opportunity for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities.

Article I. Purpose

- A. This Master Contract, entered into between Independent School District 282 of St. Anthony and New Brighton, Minnesota, hereinafter called the School District, and the St. Anthony Village Education Association, hereinafter called the Association, Local 7247, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter called the PELRA, to provide the terms and conditions of employment for teachers during the term of this Contract.
- B. Terms and Conditions of Employment The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School District’s personnel policies established by this Contract which affect the working conditions of teachers. In the case of professional employees, the term does not mean the education policies of the School District.
- C. Effect This Contract shall constitute the full and complete agreement between both parties and may be revised only through the voluntary mutual consent of the parties in the form of a written signed amendment to this contract. This Contract shall supersede any rules, regulation, or practices of the School District which are contrary to or inconsistent with its terms.
- D. Individual Contracts All teachers will be employed by written individual contracts. Any individual contract between the School District and an individual teacher shall be subject to and consistent with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling. The School District shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the PERLA. Within thirty (30) calendar days of the execution of this Contract, individuals will be notified of their salary.
- E. Definitions
1. *School Board* shall mean the Board of Education of Independent School District 282 or its designated representative.
 2. *Superintendent* shall mean the Superintendent of Schools or a designated representative.
 3. *Principal* shall mean the Building Principal or a designated representative.
 4. *Teacher* shall mean a professional employee individually contracted by Independent School District 282 who is required to be and is licensed by the Professional Education Licensing and Standards Board (PELSB), including those on leave of absence who are guaranteed a position upon their return; excluding short call substitutes as defined in Article VIII, E, supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties. Teacher shall also mean those long-term substitute teachers hired to replace an absent teacher who is a public employee, when the substitute teacher is employed more than thirty (30) working days as a replacement for the absent teacher.

5. Other terms not specifically defined in this Contract shall have those meanings as defined by the PELRA.

Article II. Recognition of Exclusive Representative

- A. Recognition The School District hereby recognizes the Association as the exclusive representative of all professional employees as defined in Article I, E-4.
- B. Exclusive Bargaining Agent The School District agrees not to meet and confer with, negotiate with or recognize any labor or employee organization other than the Association so long as the Association is the duly authorized, exclusive bargaining agent of the teachers of the School District.

Article III. Duration

- A. Term and Reopening Negotiations This Contract, as may be modified from time-to-time by written bilateral amendment, shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made, pursuant to the PELRA. If either party desires to modify or terminate this Contract for the succeeding contract period commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023, and unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to June 30, 2023.
- B. Party Rights Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representative of the other party. The School District and Association representatives shall have the right to make tentative agreements in the course of negotiations.
- C. Severability The provisions of this Contract shall be severable; and if any provision thereof or the application of any such provision under any circumstances held illegal, it shall not affect any other provisions of this Contract or the application of any provision thereof.
- D. Number of Official Contracts There shall be three (3) signed copies of this Contract for the purposes of record. One (1) retained by the School Board, one (1) by the Association and one (1) by the Superintendent.

Article IV. School Board Rights

- A. Authority of the School Board The Association recognizes that the laws of the State of Minnesota have vested in the School Board and its duly authorized representatives the full authority and power to manage, control and direct the operations of the School District within its legal limitations and this Contract. The primary obligation of the School District is to provide quality educational opportunities to the students of the School District.

- B. Authority to Establish Rules and Regulations The School Board and its duly authorized representative shall have the right, obligation, and duty to adopt, modify, or repeal policies, rules, directives, and regulations on behalf of the School District to the extent such action is not limited by this Contract.

Article V. Association Rights

- A. Notification The School District shall notify the Association President or designee within ten (10) days following the hiring of a new teacher. At the time of initial employment, the School District shall provide the new teacher with a copy of the master contract. The district will provide the Association President or designee with current contact information for new licensed staff by August 15th each year. The School District shall notify the Association President or designee within a reasonable time following the granting of a leave of absence to any teacher or the severance of any teacher's employment.
- B. Dues Check-Off Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the association, including the Education Minnesota, National Education Association, and the American Federation of Teachers. Such authorization shall continue in effect from year-to-year unless revoked in writing by the teacher during the thirty-day period that begins on September 1 and ends on September 30. Such revocation will take effect on October 1 in the year in which the teacher submits revocation. Cancellation must be in writing and forwarded to the Association President or designee and the District Payroll Office. Upon receipt of such authorization, the School District shall deduct the dues authorized from the teacher's regular monthly salary check each month. The teacher shall select one of the following options by October 1st:
1. Six (6) bi-monthly deductions commencing on October 15th and ending in December of each school year.
 2. Twelve (12) bi-monthly deductions commencing on October 15th and ending in March of each school year.
 3. One full payment of Union dues to the Association via personal check by the Friday following Labor Day.
- C. Indemnification The Association shall indemnify and hold the School Board and its agents harmless against any and all claims, judgments, or orders issued against the School Board or its agents arising from the administration of Article V, section B.
- D. Association Leave At the beginning of each school year, the Association shall be credited with six (6) duty days to be used by teachers who are officers or agents of the Association for the purpose of conducting duties of the Association. The Association agrees to notify the Superintendent at least forty-eight (48) hours prior to the date of the intended use of such release time. Officers of the association or their designated representatives shall be excused from school obligations such as parent/teacher conferences and open house, when they conflict with scheduled state association duties. The cost of a

substitute teacher for the six (6) days of release time shall be paid as follows: the School District will pay for three (3) days and the Association will pay for three (3) days.

- E. Association Representative Representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.
- F. Necessary Information The parties agree that the Association shall receive upon reasonable notice public information necessary for the Association to exercise its responsibilities as exclusive representatives in conformance with state and federal statutes. Cost of reproducing such information shall be paid by the Association.
- G. Communication The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students. The Association may make reasonable use of the School District e-mail, mail service and teacher mail boxes for communications to teachers in quantities which do not interfere with regular School District mail service.

Article VI. Teacher Rights

- A. Right to Join The School District agrees that all teachers shall have the right to join or not to join the Association or any other labor or employee organization. The School District will not discriminate for or against any teacher with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in a labor or employee organization, negotiations with the School District, or for pursuing a grievance.
- B. Publication of the Contract Within thirty (30) calendar days of the signing of this Contract, the School District shall electronically send one (1) copy of this Contract to each teacher in the appropriate unit. Teachers newly employed shall be provided one (1) copy of the Contract.
- C. Personnel File
 - 1. Each teacher shall have the right upon written request to review the contents of the teacher's own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information: teacher evaluation reports; copies of teaching certificates; a transcript of academic records.
 - a. No material may be placed in a teacher's personnel file without first notifying the teacher and allowing the teacher an opportunity to file a response thereto. For all disciplinary items, the teacher's written signature on the document being placed in the file will serve as evidence of their notification. Signatures do not indicate agreement with the document. The teacher's response shall become a part of the file in accordance with the procedure of Minn. Stat. (2001) § 122A.40.19. The teacher shall have the right to reproduce any of the file's contents at the teacher's expense.
 - b. Any evaluation report incorporated into such files shall include only evaluatory statements made by qualified evaluators. Qualified evaluators shall include building principals, other full-time

administrators, and any other evaluator identified in advance to the teacher being evaluated. Evaluators have the responsibility of being able to support evaluatory remarks contained in the evaluation statements.

c. Any Teacher Development and Evaluation observation report incorporated into such files shall include only evaluators' statements made by qualified evaluators. Qualified evaluators shall include building principals, other full-time administrators, and any other evaluator excluding staff currently on the SAVEA contract indemnified in advance to the teacher being evaluated. Evaluators have the responsibility of being able to support evaluators remarks contained in the evaluation statements.

2. Each teacher shall have the right to review personnel information maintained by the School District. Requests for the review of personnel information shall be made to the Superintendent and will be provided to the teacher at a reasonable time. The School District will notify a teacher of its intent to remove material from a personnel file before such material is removed. Whenever any material is permanently removed from a teacher personnel file, it shall be forwarded to the teacher, provided the teacher has provided the School District with a current address.

D. Notification of Teaching Assignment A reasonable attempt should be made to notify all teachers of their teaching assignments, grade level and /or courses, by June 1 of each year. If a teaching assignment should be subsequently changed, the School District agrees that it will use its best efforts to notify and consult with the involved teacher or teachers as far in advance of the final decision date as is reasonable and practical. If a teaching assignment is changed after August 15, the district will pay for 24 hours of curriculum writing to be used by October 15th.

E. Other Payroll Deductions The School District agrees to deduct approved/authorized payments by the teacher provided the teacher has furnished the payroll office with a written authorization specifying the amount to be deducted by October 1st of each year. The amount to be deducted may not be changed during the school year.

Article VII. Compensation

A. Basic Salaries The annual salary for teachers covered by this Contract, who are employed by an individual continuing contract, are established as Schedule A for the 2021-2022 school year and Schedule B for the 2022-2023 school year. Schedules A and B shall be considered part of this Contract.

B. Educational Preparation Lane Teachers shall advance on the Salary Schedule upon submitting written evidence (official transcript) of degree obtainment from an accredited university/college or that fifteen (15) approved quarter or ten (10) semester credits have been earned from an accredited university/college. Teachers who have already started a Master's Program or advanced credits before June 30, 2021 will be allowed to finish those by June 30, 2024. Lane changes and the respective salary schedule increases based on educational preparation lane advances shall be effective the first day of the month following receipt of official transcript. Transcripts received after April 30, will become effective on the first duty day of the following year. All undergraduate and graduate courses, except graduate

courses in education as established by Article VII, E, shall be in a discipline in which the teacher is certified or pursuing certification. No undergraduate or graduate credits earned prior to a degree may be used for credits beyond the degree.

- C. Professional Experience Step Teachers shall be placed on the appropriate professional experience step of Schedules A and B effective as of the first duty day in accordance with the following:
1. New teachers may be granted unlimited professional experience credit on the Salary Schedule. Initial placement on the Salary Schedule shall be as agreed by the individual teacher and the Superintendent prior to employment. Thereafter, a teacher shall advance on the Salary Schedule in accordance with Article VII, C-2.
 2. Returning teachers (with no break in continuous School District employment) shall advance one step on the Salary Schedule for each complete school year during which teaching services are performed for the School District.
 - a. One-half (1/2) year credit on the Salary Schedule will be given for at least seventy (70) days of full-time service.
 - b. One year of credit on the Salary Schedule will be given for services of more than one semester of full-time service.
 - c. One-half (1/2) year credit on the Salary Schedule will be given for services of 3/11 to 5/11 part-time.
 - d. One year of credit on the Salary Schedule will be given for service of 6/11 or more part-time.
 - e. One-quarter (1/4) year credit on the Salary Schedule will be given for services of less than 3/11.
 3. Step advancement for returning teachers and step placement for new teachers shall be effective July 1 and shall remain constant until June 30 of each fiscal year.
- D. Status of Salary Schedule The Salary Schedule (Schedules A and B) is not to be construed as a part of a teacher's individual contract.
- E. Masters Lane In addition to the paragraph above, in order for a teacher to qualify for placement on the M.A. educational preparation lane, the earned Master's Degree must be in the discipline of the teacher's assignment or the Master's Degree major field must be in a field within the educational profession.
- F. Pay Deduction Whenever a pay deduction is made because of a teacher's absence, the teacher's annual salary divided by the number of contracted teacher duty days shall be deducted for each day's absence. This deduction shall be prorated over the remaining payments due said teacher for that school year.
- G. Schedule of Salary Payments The contract will be paid over a 12-month period. Salary payments consisting of one twenty-fourth (1/24) of the teacher's total annual contracted salary shall be made on the fifteenth (15th) and the last day of the month, whichever follows the first nine (9) working days.

- H. Mileage Teachers who are required by the School District to use their personal automobile in the performance of assigned duties shall be reimbursed for all such travel in accordance with the current IRS rate.
- I. Doctoral Increment In order for a teacher to qualify for a Doctoral increment, the earned Doctorate degree must be in the discipline of the teacher's assignment or the Doctorate degree major field must be in a field within the educational profession.

Article VIII. Employment Status

- A. Full-time Teachers A full-time teacher shall be defined as a teacher who is employed by an individual contract for a duty day of six (6) hours or more and a school year of more than one hundred (100) duty days.
- B. Part-time Teachers
 - 1. A part-time teacher is a teacher who is employed by an individual contract for a duty day of more than three (3) hours and less than six (6) hours.
 - 2. A part-time teacher for more than three (3) hours and less than six (6) hours shall receive pro-rated insurance benefits as established by Article X, A, B, C, and D.
 - 3. The parties agree that the School District is only obligated to allow part-time teachers to participate in the School District insurance program on pro-rata basis, and if such teachers are ineligible to participate under the terms of any existing insurance contracts, the School District shall have no further responsibility.
- C. Job Sharing
 - 1. Eligibility: Teachers must work in the school district a minimum of three years before beginning a job sharing assignment.
 - 2. Application: Teachers who wish consideration for job sharing must apply to the Superintendent, with a copy to the exclusive representative, on or before January 30 of any contract year preceding a job sharing appointment and file with the application a general plan and request for benefits to cover the anticipated term of job sharing. Applications may be withdrawn through March 1 of the academic year. The employee must be notified by March 31 of the Superintendent's decision. The employee must reapply each year.
 - 3. TRA Contribution: In the event that the teacher and the school district agree to a job sharing arrangement, the school district shall agree to pay that portion of the teacher's contribution pursuant to Minn. Stat. 354.66, § 4. 4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary schedule.
 - 4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary Schedule.
 - 5. Seniority: Teachers who have taught full-time in the District immediately prior to such assignment

shall retain full seniority earned prior to becoming a job sharing teacher and accrue one year seniority for each year in a shared position. Such qualified job sharing teacher shall not be placed on unrequested leave of absence before a less senior full-time qualified teacher.

6. Continuing Contract: A teacher may job share for five years over a period of six consecutive years with no reduction in continuing contract. Teachers who apply for a seventh year will receive a continuing contract only to the FTE of their job share.
7. Sick Leave: Job sharing teachers shall retain sick leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave on a pro rata basis.
8. Insurance: Job sharing teachers who wish to participate in the district sponsored insurance program shall receive pro rata contributions as outlined in Article VIII.
9. Curriculum and Workshop Days: Job sharing teachers shall attend full curriculum days and full workshop days without payment of additional salary.
10. Other Duties: Job sharing teachers shall have the following professional responsibilities without payment of additional salary, unless modified in writing by mutual consent:
 - a. Plan and implement a job sharing model as mutually agreed by both partners and the building principal.
 - b. Attend all curriculum and workshop days.
 - c. Grade report cards and attend parent conferences/open houses.
 - d. Attend staff and unit meetings on each individual's scheduled work day and communicate information and directives to the other partner in a timely fashion.
 - e. Ensure effective communication between partners and between the school and parents by regularly using written correspondence, telephone communication, etc.
 - f. Jointly plan and organize curriculum and instruction on a weekly basis.
 - g. Both partners will jointly teach the first day and last day of the school year.
 - h. Put forth their best effort to teach on days when the partner uses non-emergency, prescheduled or professional leave days.
 1. Prepare and complete an end of the year evaluation process in cooperation with and approved by the building principal.

D. Long-term Substitutes

1. A long-term substitute teacher is a teacher who is employed by an individual contract for more than thirty (30) consecutive duty days.
2. A long-term substitute teacher shall receive insurance benefits as established by Article X, A, B, C, and D.
3. A long-term substitute teacher shall receive sick leave as established by Article XI.
4. A long-term substitute teacher shall be paid at Step 1 of the teacher salary schedule. They will be placed on the lane appropriate to their educational background. Candidates that are interested in positions that are difficult to fill can be placed on the Salary Schedule at a step agreed to by the

individual teacher and Superintendent prior to employment. The SAVEA President will be notified within 10 duty days when this provision is used.

- E. Short Call Substitutes A short call substitute teacher is a teacher who is employed on an occasional basis for less than thirty (30) consecutive duty days. A short call substitute teacher's terms and conditions of employment shall not be governed by this Contract.

Article IX. Additional Assignments

- A. Additional Compensation Coverage Nothing contained in this Article or Schedules C and D shall be interpreted as applying to faculty meetings, work on professional committees, parent meetings, individual parent and teacher conferences, or other similar professional responsibilities.

B. Additional Teaching Assignments

1. Teachers may enter into separate contracts with the School District for the performance of additional teaching duties during the normal duty day. It is the teacher's obligation to notify the Association President of the contents of said contract. Teachers entering into separate contracts shall be compensated in accordance with the following:
 - A. Teachers contracting for additional student contact time will be paid at the rate of the proportion of their basic salary schedule compensation per semester of the additional student contact time relative to the student contact time of a full-time teacher of similar role.
 - B. $\text{Additional Assignment} = (\text{Additional Student Contact time}) / (1.0 \text{ FTE Student Contact Time})$
 - C. 2021-2022 FTE assignments will remain as they were previously assigned.
 - D. Teachers contracting for Extended School Year (ESY) or other federal or state-required services involving the education of students receiving special education services shall be paid for 12 hours of preparation time prior to the start of ESY and daily preparation time as follows: for every 25 minutes of instructional time, 5 minutes of preparation time will be provided. The preparation time may occur before or after the student ESY day. Their compensation will be in accordance with Salary Schedule D (Summer School Pay).
2. Teachers may enter into separate contracts with the School District for the performance of teaching duties in addition to the normal school year. Teachers entering into separate contracts shall be compensated in accordance with the following:
 - a. Teachers contracting for duty days in excess of those established by Article XVI B shall be compensated at the daily rate of the teachers' current school year basic salary schedule income.
 - b. Teachers contracting for summer school teaching shall be compensated in accordance with Salary Schedule D.

3. Independent study is an option for a student to complete a course and remain in the school district. The student would work through the high school counseling office in proposing independent study. The student would be assigned by the Building Principal to a teacher on staff who agrees to the assignment. Said teacher would develop course expectations for the student, supervise the independent study, evaluate student work, and assign an appropriate letter grade. Upon approval of the Building Principal, a stipend of \$500 would be paid to the independent study teacher.

C. Classroom Substitution Staff must take full or half days when needing a substitute. A staff member may infrequently use casual subs to cover a maximum absence of 120 minutes in one day with no payment or comp-time option. Staff must let the office (principal/school secretary) know if they are leaving the building and/or utilizing the casual sub option and the name of the teacher covering their classes.

D. Extracurricular Assignments Teachers may enter into separate contracts with the School District for the performance of extra tasks and duties which are performed outside the normal duty day. During the term of the Contract, compensation for teachers performing the extracurricular assignments listed in the Athletic Extra Pay Schedule (Schedule C) and the General Extra Pay Schedule (Schedule D) shall be determined by such schedules.

1. Extracurricular payments for activities which are duty year in duration shall be paid in accordance with Article VII, G.
2. Extracurricular payments for activities which are per issue, per event or per activity shall be paid following the completion of the issue, event, or activity.
3. Teachers employed for seasonal activities will be paid in six (6) equal payments in accordance with the following schedule:

Sports

| | |
|--------|-------------------|
| Fall | Sept., Oct., Nov. |
| Winter | Dec., Jan., Feb. |
| Spring | Mar., Apr., May |

E. Filling Assignments

1. The School Board shall determine which additional positions are to be filled.
2. Vacancies and Application for Transfer: The School District will send an email copy of all job postings to all licensed staff and to the Association President. Each notice shall contain the date it was actually posted. A teacher shall be eligible to apply for transfer to a vacant position for the purpose of this Article only if such teacher has a currently valid license as required by the state (out of field permission) to teach in such subject matter or field. Any teacher may apply for a transfer to any vacant position by filing a written request with the superintendent's office with a copy to the appropriate building principal within 10 duty days before the end of the school year. Positions that are posted during the school year will be posted for 10 duty days. Summer vacancies will require a posting period of 14 calendar days and an emailing of notice of vacancy to all licensed staff at their school district email address. School district staff will be responsible for the email for summer postings. The school district shall consider all timely written requests for voluntary transfer before permanently filling any vacant teaching position. The school district shall have the right to fill vacant

positions on a temporary basis pending completion of the application process. Sabbatical leave vacancies will be filled in accordance with procedures outlined in Article VII.

3. The School Board shall fill extra teaching, extracurricular, and additional assignments on a voluntary basis from among qualified teacher applicants. The Association and the School District agree, however, that in the absence of qualified applicants, because of special circumstances, or because of the needs of the School District, the School Board reserves the right to assign additional assignments to qualified teachers in order to fill the position.

- F. Status of Schedules C and D The compensation established by Schedules C and D shall be considered part of this Contract. Schedules C and D shall not be construed as a part of a teacher's individual contract.

Article X. Insurance

- A. Life Insurance The School District shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar (\$50,000) group term life insurance policy for all eligible and enrolled full-time teachers. The group life insurance policy will provide one hundred thousand dollars (\$100,000) in the event of accidental death.

- B. Income Protection Insurance The School District shall contribute one hundred percent (100%) of the monthly premium cost of a group income protection insurance policy for all eligible and enrolled fulltime teachers.

1. The policy shall have a ninety (90) continuous calendar day waiting period before benefits begin.
2. The policy shall provide a benefit of two-third (2/3) of the teacher's net monthly salary to a maximum payment of seven thousand (\$7,000) per month.
3. The policy shall provide for benefit payments to age seventy (70) or until termination of the disability, whichever occurs first.

C. Hospitalization Insurance

1. The school district shall contribute \$548.12 per month in 2021-2022 toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the 2022-2023 school year the school district shall contribute \$548.12, plus half of any rate increase, per month toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.
2. The school district shall contribute \$1,611.26 per month in 2021-2022, and \$1,611.26, plus half of any rate increase, per month in 2022-2023 toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.

3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:
 - a. Single Coverage: The School District will make a \$550 annual contribution to the employee's VEBA account in the 2021-2022 and 2022-2023 school years.
 - b. Dependent Coverage: The School District will make a \$1,100 annual contribution to the employee's VEBA account in the 2021-2022 and 2022-2023 school years.
 - c. Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on Feb 1st or next business day if a weekend.
 - d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.
 4. Teachers hired after March 1st, 2014 are only eligible for the high deductible hospitalization insurance plans.
- D. Dental Insurance The School District will contribute to a maximum of \$32.18 toward the monthly premium of single dental insurance, or \$80.94 toward the monthly premium for family coverage for all eligible and enrolled teachers employed .73 or more. Any amount exceeding the District contribution for the duration of this contract will be shared equally (50/50) between the School District and eligible employee.
- E. Workers' Compensation The School District will provide workers' compensation coverage as required by law.
- F. Tax Sheltered Annuity Teachers may voluntarily participate, at their cost, in School District approved tax sheltered annuity programs. The School District shall contribute on behalf of any participating teacher toward a tax sheltered annuity program in accordance with the provisions as outlined in Article XV. Teachers electing to participate must notify the School District by October 1st of the school year of participation.
- G. Payroll Deductions The difference between the monthly premium costs of the group insurance plans and the School District's contributions established by Article X, C-1 & 2 and D shall be paid by enrolled teachers through payroll deduction.
- H. Voluntary Participation Participation by any eligible full-time teacher or part-time teacher in the insurance plans established by this Article is voluntary. Eligible teachers who choose not to participate shall receive no additional compensation in lieu thereof.
- I. Claims Against the School District The School District and the Association agree that any description of insurance benefits contained in this Article are intended to be informational only and eligibility of any teacher for benefits shall be governed by the terms of the insurance policies contracted by the School

District and an insurance carrier pursuant to this Article. The School District's obligation is to contract for insurance policies and contribute such amounts as established by this Article.

- J. Duration of Insurance Contribution Teachers are eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District.
1. Teachers who retire or are placed on unrequested leave of absence, or who are terminated following the completion of a normal school year, as defined by Article XV, B, shall have School District contributions made on their behalf through the month of August.
 2. Teachers who are placed on unrequested leave of absence, and who have not completed a normal school year, as defined by Article XVI, B, shall have School District contributions made on their behalf through the month of June.
 3. Teachers who resign or who are dismissed for cause from employment prior to the completion of the normal school year, as defined by Article XVI, B, shall have all School District contributions cease, effective as of the last day of employment.
 4. Teachers who retire and do not qualify for Medicare shall have the option of purchasing health coverage from the School District's insurance carrier.
- K. Distribution of Policies The School District shall distribute copies of all insurance policies established by this Article to each teacher covered by said insurance.

Article XI. Paid Absences

For the purposes of this article the daily rate of pay is based on the calculated annual FTE on the employee's assignment sheet.

- A. Sick Leave
1. Sick leave with pay shall be granted to teachers in the amount of twelve (12) days per normal school year for absences necessitated by:
 - a. the illness or injury of a teacher which prevents the adequate performance of teaching duties and responsibilities;
 - b. the serious illness of a member of a teacher's immediate family for which other reasonable arrangements for care cannot be made;
 - c. the death of a member of the teacher's immediate family; or,
 - d. disability caused by pregnancy.
 2. For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, children of significant other, grandchild, step parent, or step child. Pursuant to Minn. Stat. 181.9413, the School District may limit the use of personal sick leave benefits due to illness or injury to members of the teacher's immediate family to no less than 160 hours in any 12 month period.
 3. Unused sick leave may be accumulated to a maximum of 240 days.

4. Teachers qualifying for sick leave benefits shall have School District insurance contributions made on their behalf in accordance with Article X, until the exhaustion of accumulated sick leave or until the commencement of income protection insurance benefits, as established by Article X, B, whichever occurs later. Teachers exhausting accumulated sick leave prior to the commencement of income protection insurance benefits shall have insurance contributions made on their behalf until income protection insurance benefits begin.
 5. All sick leave shall be based on 12 days or 96 hours per year, for a full time teacher. Part time teachers, working less than .8 FTE, will be given sick time each year prorated on 96 hours, calculated on their Full Time Equivalency (F.T.E.), rounded to the nearest whole hour.
 6. The Superintendent has the right to verify the use of sick leave by requiring the submission of medical verification.
- B. Paid Time Off: Thirty-two (32) non-cumulative paid time off hours shall be granted each normal school year. Such days shall be granted by the Building Administrator according to the following guidelines:
1. In emergency situations, written requests for paid time off may be submitted after the fact. It is understood that the teacher will assume the responsibility in such an emergency of notifying his/her principal at the earliest possible time.
 2. Paid time off will not normally be granted to more than four (4) individuals at Wilshire Park, three (3) individuals at the High School and three (3) individuals at the Middle School per day. Teachers must notify their school office through email as directed by the building administrator as soon as possible when planning to take personal days. If the allocation for the building has been reached, the first individuals notifying the office will get the days. Teachers will have confirmation or denial of requests within two duty days.
 3. Under no circumstances may paid time off be used to engage in a strike, picketing, bannering or in any other concerned activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.
 4. A part-time teacher contracted for twenty (20) to thirty (30) hours per week shall be granted access, on a pro rata basis, to thirty-two (32) hours non-cumulative paid time off hours each normal school year. Teachers working less than 20 hours per week are not eligible for paid time off.
 5. Paid time off must be taken for a minimum of one hour.
 6. An employee that has earned but not used paid time off hours shall be compensated at \$17.50 per hour.
- C. Bereavement Leave Upon advance notice and arrangement with the office of the principal, up to five (5) days paid leave, non-cumulative, may be used by a teacher for the attendance at or arrangement of the funeral of a teacher's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law,

brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other. Up to three (3) days paid leave, non-cumulative, deducted from sick leave, may be used by a teacher for attendance at or arrangement of the funeral of a teacher's grandparent, grandchild, great grandparents, aunt or uncle, spouse's grandparent, significant other's grandparents. One (1) day of leave, non-cumulative, deducted from sick leave, may be used by a teacher for the attendance at or arrangement of the funeral of another family member or a friend. Leave may be granted at the Superintendent's discretion for other circumstances. Additional time beyond the amount of time granted due to a death in a teacher's immediate family shall be determined at the discretion of the Superintendent.

D. Jury Duty

1. Teachers summoned to jury duty may be granted paid absence, not deducted from sick leave, for the duty days the teacher is required to serve in such capacity.
2. Teachers granted paid absence for jury duty shall be paid their daily Salary Schedule compensation, less jury duty fees for each duty day of absence.
3. Teachers may request exemption or postponement from jury duty as provided by Minnesota law.

E. Disaster Leave Additional sick leave benefits shall be granted to any teacher who has exhausted accumulated sick leave benefits, if such teacher has been continuously disabled and unable to teach for a period of 30 or more consecutive days, as certified by a physician, physician's assistant, certified nurse practitioner, psychologist, or psychiatrist. Disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave payment. Disaster leave benefits shall continue only for a period during which the teacher remains continually disabled and unable to teach and shall cease on the 78th calendar day of total disability.

Article XII. Leaves of Absence

- A. Short-term Leave Without Pay** Teachers may be granted absences without pay to a maximum of five (5) duty days per school year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence; however, the three (3) calendar day notice may be waived by the Superintendent in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the superintendent. Teachers requiring an absence without pay in excess of five (5) duty days during the year, shall request a leave of absence without pay in accordance with the provisions of Article XII (B).
- B. Long-term Leave Without Pay** A leave of absence without pay for up to twelve (12) calendar months may be granted to any teacher upon written application and subject to the approval of the School Board for the purpose of furthering a teacher's education, service as full-time officer of the Association or on its staff, campaigning for or running for public office, holding public office (for term of the office) or for other extenuating circumstances. Long-term leaves must be requested prior to April 1 of the year before the leave will be taken. Exceptions for emergency and medical situations may be granted on the recommendation of the Superintendent.

1. Upon return from a long-term leave a teacher shall advance the one step earned prior to the leave, on the Salary Schedule in accordance with the provisions of Article VII, C.
2. The continuing contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking the long-term leave of absence. The teacher shall not accrue additional experience credit for pay purposes or accrue additional leave time during the period of absence for the long-term care leave.
3. Request for an unpaid leave of absence shall be made in writing no later than ninety (90) calendar days prior to the commencement of the leave with the exception of requests for extenuating personal circumstances.
4. A leave of absence without pay may be extended for an additional period, not to exceed twelve (12) Calendar months, at the sole discretion of the School District.
5. Teachers on an unpaid leave of absence shall be notified by the School District prior to February 1 requesting whether such teacher shall return to employment the next school year. The teacher shall notify the School District by March 1 whether the teacher shall return to employment. The School District shall notify the Association President once the mailings have been sent. Teachers who fail to give such notice shall not be reinstated unless such reinstatement is agreed to by both the teacher and the School District.

C. Child Care Leave The School Board will grant child care leave to any teacher who makes written application for such leave subject to the following:

1. The teacher shall submit a written application for leave to the School Board at least ninety (90) calendar days prior to the desired start of the leave except that in case of adoption, the teacher shall upon learning the date of adoption, submit such written application effective the date of adoption and further that in the event of illness to a child, the teacher shall give as much notice as possible of intent to take child care leave.
2. The leave shall begin at a date determined by the Superintendent in consultation with the teacher and may be for a mutually agreed upon time, not to exceed fifteen (15) months. In determining the beginning date, if there is no mutual agreement, the Superintendent shall take into account individual capacities and characteristics, the ability to perform specific duties of employment, efficiency, willingness to continue work, and some natural break in the educational program.
3. At least one-hundred and twenty (120) calendar days prior to the expiration of the leave, the teacher shall signify intent to return to the teacher's original position or to a position of like status. In determining the actual date of return to duty the Superintendent shall consult with the teacher in an attempt to determine a mutually agreeable date of return. If there is no mutual agreement, the Superintendent shall establish a date of return after taking into consideration individual characteristics and capacities, willingness to return to work, and some natural break in the educational program.

4. In the event a teacher is disabled prior to the commencement of a scheduled child care leave, he or she will have the option of either using sick leave days to cover the disability or moving the beginning date of child care leave forward to include the days of disability.
5. A teacher will be granted one (1) additional school year of leave by submitting a written request no later than April 1 prior to the beginning of a school year for which the extended leave is requested. However, a teacher requesting an additional school year of child care leave shall not be allowed to return to duty during the term of that leave. The School Board is under no obligation to reinstate a teacher who does not comply with the above requirements.
6. The continuing contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking child care leave of absence. The teacher shall not accrue additional experience credit for pay purposes or accrue additional leave time during the period of absence for child care leave.
7. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes 122A.40, Subd. 5 are intended to be periods of actual service enabling the employer to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.
8. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of a leave.
9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance company policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The employer shall provide a statement of costs due for all insurance benefits. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to employment pursuant to this section.
10. Pay and Fringe benefits will be calculated in accordance with the Family and Medical Leave Act (PLI 03.3).
11. Adoption leave shall be granted in accordance with FMLA.
12. Teachers may simultaneously use their accumulated and unused sick leave during the Family Medical Leave Act (FMLA) absence only to the extent of the teacher's six (6) week period of disability or eight (8) weeks for cesarean birth as certified by the teacher's doctor.
13. A parent may take up to 6 weeks paid leave out of their accumulated sick leave balance, to care for their child and the child's mother.

D. Sabbatical Leave

1. Eligibility A sabbatical leave of absence for one (1) year may be granted to teachers for the purpose of study after six (6) consecutive years of service. This leave is granted in order that a teacher may maintain and/or improve the quality of instruction or for professional advancement. No leave shall be granted for less than eighteen (18) weeks. The proposed program of study must be approved in advance by the Superintendent.
 2. Application for Sabbatical Leave Applications for sabbatical leave must be filed by January 1 for all the leaves which are to be taken during a portion of or for the entire following school year. Sabbatical leave requests must be filed each year. No requests will be held over from one year to the next. Granting of a sabbatical leave to pursue a particular field implies endorsement of this goal for consideration for placement upon completion. The departure and return dates of teachers on sabbatical leave should, to the extent possible, coincide with the normal transition periods of the school calendar.
 3. Allotment No more than one (1) teacher may be on a sabbatical leave at any time.
 4. Credits Required for Sabbatical Leave If the sabbatical leave is granted for the purpose of study at the undergraduate level or for a Master's Degree, the teacher must complete at least nine (9) credit hours of work during the semester or quarter for which the leave is granted. Work beyond the Master's Degree requires at least six (6) credit hours each semester or quarter.
 5. Itinerary for Travel If the sabbatical leave is granted for the purpose of travel, the itinerary must be submitted with the application. The itinerary must be approved by the Superintendent and the School Board before the leave is granted.
 6. Position on Return from Leave Upon returning from sabbatical leave the teacher shall return to the teaching position held immediately prior to the leave. Other assignments may be made by mutual consent.
 7. Salary Upon Return from Leave The teacher who has been on sabbatical leave will receive the full yearly increment, provided the teacher has fulfilled the plans approved by the Superintendent.
 8. Report of Activities Upon the return from a sabbatical leave and before the end of the first quarter back at work, the teacher shall present to the Superintendent for transmission to the School Board a report of the teacher's activities while on leave. This report should describe all of the important activities of the teacher and wherever possible relate these activities to teaching duties and responsibilities. Judgments regarding the benefits obtained from the sabbatical should be included.
- E. Failure to Return from Leave Teachers who do not return to duty at the expiration of any leave of absence provided by Article XII, A, B, C, or D shall be considered to have resigned.
- F. Continuation of Insurance A teacher on an approved leave of absence established by Article XII, A, B, C, or D may continue to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in

the group insurance programs shall arrange to pay the full monthly premiums through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last normal school year the teacher was on duty.

- G. Continuation of Seniority A teacher on an approved leave of absence established by Article XII, A, B, C, or D shall continue to accrue seniority during the period of the approved leave of absence.

Article XIII. Unrequested Leave of Absence

- A. Purpose This Article has been agreed upon by the School District and the Association pursuant to the provision of Minn. Stat. 122A.40, § 10, and shall constitute the procedure for placing teachers on unrequested leave because of discontinuance of position, lack of pupils, financial limitation or merger of classes caused by consolidation of districts. Accordingly, the provisions of Minn. Stat. 122A.40, § 11 shall not be applicable to any continuing contract teacher employed by the School District. The School District shall follow the procedure set forth in Article XIII.
1. In the event that unrequested leaves of absence are contemplated by the School District, the School District shall consult with the Association President prior to April 1 in a good faith effort to minimize the adverse effect of such leaves on the teaching staff and on the educational program of the School District.
 2. In determining the number of teachers to be placed on unrequested leave, the School District shall first ascertain the number of District teaching positions for the next year. Present and projected enrollment, the financial status of the District, desired class sizes, and subject area consideration shall be used, as well as discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation, to determine the number of District teaching positions for the next school year.
 3. The need may arise for the involuntary transfer of teaching staff members in order to minimize the adverse effect on the educational programs staffed by a teacher placed on unrequested leave. The School District shall discuss involuntary transfers with the Association President prior to making such transfers. Such transfers shall be made prior to May 15 for the following school year whenever possible.
- B. Prior Notification
1. Teachers to be placed on unrequested leave of absence shall be personally notified whenever possible of such leaves. If such notice is by mail, it shall be restricted delivery mail with return receipt requested. The Association President shall also be notified of such leaves in the same manner within three (3) days of the notification to the teacher placed on unrequested leave.
 2. Notification of the intent to place a teacher on unrequested leave shall be sent to the teacher and the Association President as soon as possible after an official action is taken to reduce staff, but in no event later than May 15 of the school term prior to the commencement of the intended unrequested leave.

C. Disputes Over unrequested Leave Procedures

1. A teacher who believes he or she has been unjustly placed on unrequested leave may pursue the complaint through the grievance procedure.
2. In the event that a teacher has been found to have been unjustly placed on unrequested leave, the said teacher shall be recalled to his or her teaching position and shall be compensated for any losses suffered as a result of such unrequested leave, less any unemployment compensation he or she may have received during the leave period.

D. Order of unrequested Leave

1. All teachers with limited permits and provisional certification as well as probationary teachers shall have their contracts terminated before any continuing contract teacher is placed on un- requested leave.
2. Then placement on unrequested leave shall be made on the basis of seniority within the field(s) for which the teacher is licensed. A teacher shall not be placed on unrequested leave when a combination of teaching assignments exists within the appropriate division for which said teacher is licensed, providing said teacher has greater seniority than the teacher(s) presently holding the assignment(s). In the event a teacher has not taught in that licensed area for at least one semester, or its equivalent, within the last five years, the school board will pay for course work needed to update the affected teacher in that licensed area. The Superintendent shall propose a reasonable time period and course of preparation to fulfill the requirements of this section.
3. All layoffs shall become effective July 1 of each calendar year.

E. Determination of Seniority

1. Seniority shall be defined as the length of continuous employment of a teacher from the most recent date of employment. Continuous employment for purposes of seniority shall include all employment for the School District in the capacity of a teacher, as defined by Article I, E-4.
2. Only service during the normal school year and normal school day, as defined in the contract, will count toward seniority.
3. In any one fiscal year, a teacher shall accrue a maximum of one year's seniority for all services performed.
4. A full year of seniority shall be granted for any full-time teacher as defined in Article VIII, A. Full-time teachers with continuing contract status who accept employment for less than full time, including all teachers on paid leaves and leaves of absence, shall continue full year seniority accrual.
5. A full year of seniority shall be granted for part-time teachers as defined in Article VIII, B. A full year of seniority shall be granted to long-term substitutes who work a full year.

6. The School District shall prepare from its records as of October 1 of each year, a seniority list consisting of Kindergarten through Grade 12(K-12).
7. The seniority list shall contain the name, seniority status and area(s) of Licensure of each teacher.
8. On or before October 15 of each year, the School District shall email all licensed teachers a copy of the seniority list.
9. In determining seniority status, the date the School District approved the teacher's individual contract shall be used. If teachers have the same School District approval date, the date the School District offered the teacher a contract shall be used. In the event of a tie, the teacher with the highest educational lane placement will be placed higher on the seniority list. In the event of a remaining tie, the teacher with the earliest date of issuance on a Minnesota teaching license will be placed higher on the seniority list.
10. Teachers shall continue to accrue seniority while on any approved leave of absence.
11. Seniority applies only to Tier 3 and Tier 4 teachers and commences with the first day of continuous service in the School District.

F. Bumping Rights

1. A teacher who receives notice of proposed placement on unrequested leave of absence may elect to displace a teacher with lower seniority status, provided that the displaced teacher is the least senior teacher for which both are licensed by PEL SB as per October 15 of the current school year.
2. A teacher shall be considered licensed for the purpose of this Article if such teacher has a valid license from PELSB (other than a limited or provisional license) to teach in such subject area or field.
3. District employees other than members of the bargaining unit shall not be entitled to displace teachers in the bargaining unit.
4. A teacher who elects to exercise his or her right to displace another teacher under the provision on this section, shall do so by written notice to the Superintendent within ten (10) working days from the date of receipt of notice of proposed placement on unrequested leave.
5. A teacher displaced under the provisions of the section, shall be placed on unrequested leave of absence and shall be notified of such leave in accordance with the procedure set forth in Article XIII, B.

G. Status While on Leave

1. Teachers placed on unrequested leave of absence shall remain eligible for group insurance benefits at personal expense.
2. Payments of premiums by those teachers electing to continue group insurance benefits while on leave

shall be made on the basis of quarterly, semiannual or annual payments, at the teacher's option.

H. Recall Procedure

1. No new teacher shall be employed by the School District while there is available, on unrequested leave of absence, a teacher who is licensed to fill the vacant position or combination of assignments compatible with the said teacher's license. A combination shall be arranged whenever possible so that the teacher with the highest seniority status shall be recalled first.
2. A recall list shall be maintained and updated annually by the School District. Teachers on the recall list for more than five years shall be dropped from the recall list and shall not be subject to the recall provisions of the Article.
3. As positions for which a teacher is licensed become available, he or she shall be recalled to employment in the inverse order of layoff, provided however, that no full-time teacher on the recall list shall be required to accept less than a half-time position. A teacher accepting a position of less than full-time, shall not jeopardize his/her right for recall to a full-time position.
4. The order of recall shall be determined by a teacher's seniority status at the time he or she was placed on unrequested leave.
5. Notification of recall shall be by either telephone call, in person with signature for verification or by restricted delivery mail with return receipt requested and shall be to the last known address provided by the teacher to the office of the Superintendent.
6. A teacher shall have up to fifteen (15) calendar days from the date of receipt of notification of recall in which to notify the Superintendent in writing of his or her intent to accept the School District's offer of re-employment or to indicate in writing his or her intent to waive his or her option to be re-employed in the position offered. Teachers recalled to employment shall report for work within two (2) weeks after the date of acceptance of recall.
7. If a teacher waives his or her right to re-employment in the position offered, the position shall be offered to the teacher with the next greatest seniority, provided that teacher is licensed for the position.
8. A teacher who is recalled shall be reinstated to his or her former position or to a position of similar nature and status. Such a teacher shall be placed on the next highest experience step of the current salary schedule than the step they were on at the time of placement on unrequested leave and shall maintain a continuing contract, salary, benefits, seniority, compensation and other advantages, received or accrued prior to such layoff.

I. Termination of Rights A teacher's recall rights shall terminate should any of the following events occur:

1. Voluntary removal by a teacher of his or her name from the seniority list, provided, however, that no full-time teacher shall lose recall rights if he or she refuses recall to less than a full-time teaching position in accordance with Article XIII, E-1, 3, & 9.

2. Resignation of teaching position;
3. Retirement or attainment of retirement age as specified in this contract;
4. Discharge or termination for cause;
5. The expiration of five years from the commencement date of an unrequested leave of absence without having been recalled; or
6. The expiration or revocation of a valid teaching license.

J. Effective Date and Scope This Article shall be effective at the date of the signing of this Contract and shall govern all unrequested leaves until a new Contract between the School District and the Association is officially signed and ratified. This Article shall govern unrequested leaves for all licensed teachers and no other licensed employees shall be entitled to the protection of this policy. Licensed employees other than members of the teachers' bargaining unit shall not be entitled to exercise seniority privileges to displace teachers in the bargaining unit nor shall members of the teachers' bargaining unit exercise seniority privileges to displace other licensed employees.

Article XIV. Retirement Notification

- A. Teacher retirements are usually effective at the end of the school year. Teachers who plan to retire at the end of a school year must notify the School District of their intent to retire no later than April 1 of the school year in which the retirement is effective.
- B. Teachers who wish to retire at the end of the first semester must notify the School District by October 15th of the school year in which the retirement is effective.
- C. Requests for retirements at times other than the end of the school year or the end of the first semester may be granted at the discretion of the Superintendent.
- D. Beginning with the 2019-2020 school year, a teacher who notifies the district of their retirement plans by October 1 (for the end of first semester retirement) or January 15" (for end of school year retirement) and meet the following requirements, the District will contribute a one-time amount of \$2,600 into the retiree's Health Reimbursement Arrangement (HRA) account:
 1. Eligible for retirement
 2. Employed by the District as of April 1, 2000
 3. Elected to continue in the group health and hospitalization insurance program established by Article X, c-1 & 2.

Article XV. Retirement Plans

The purpose of the Teacher Retirement Plans are to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment

during the course of employment with the District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger teachers, while preserving more traditional plans for senior teachers. Such plan shall be conducted under the rules of I.R.C. 403(b). Employees may participate at only one level.

A. Teacher Retirement Trust Level I- (For teachers employed after June 30, 2000)

1. Eligibility

- a. All full-time teachers whose initial employment in the district begins on or after June 30, 2000, may participate in a district matching annuity program provided in Minn. Stat. §3 56.24 once they have reached Step 3 on the salary schedule in the Master Agreement.
- b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds program they may change the contribution amount once per year, by Oct. 1st of each year. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.

2. Insurance Eligibility - Teachers at this level are not eligible for district-paid insurance upon retirement, but may continue in the district insurance plan at their own expense until the age of Medicare eligibility.

Defined Contribution Plan:

| Step Placement | 2021-22Maximum Annual District Matching Contribution | 2022-23 Maximum Annual District Matching Contribution |
|---|--|---|
| 1-2 | \$ 0 | \$ 0 |
| 3-10 | \$ 1,350 | \$ 1,350 |
| 11-15 | \$ 1,600 | \$ 1,600 |
| 16-20 | \$1,850 | \$1,850 |
| 21-25 | \$ 2,100 | \$ 2,100 |
| 26+ years of service | \$ 2,200 | \$ 2,200 |
| Maximum Career District Matching Contribution - \$30,400 for 2021-22 and \$30,400 for 2022-23 | | |

3. Teachers involved in the Defined Contributions Plan must notify the Payroll Technician when they are eligible for step movement within the Plan matrix. The district will notify employees via email by September 15 of the upcoming due date.

B. Teacher Retirement Trust Level 1.1-(For teachers employed before June 30,2000)

1. Eligibility

- a. All full-time teachers hired prior to June 1, 2000, may participate in a district matching annuity program provided in Minn. Stat. §356.24 once they have reached step 6 on the salary schedule in the Master agreement.
- b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds

- c. program they may change the contribution amount once per year, by Oct. 1st of each year. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.
2. Insurance Eligibility - Teachers at this level are eligible for district-paid insurance upon retirement according to Article XV Section C.
3. Any full-time teachers who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced annual rate according to the negotiated schedule. Teachers turning 58 must contact the Business Office to update their annual matching contribution. The district will notify employees via e-mail by September 15 of the upcoming due date.

Defined Contribution Plan:

| Step Placement | 2021-22 Maximum Annual District Matching Contribution | 2022-23 Maximum Annual District Matching Contribution |
|---|---|---|
| 1-5 | \$ 0 | \$ 0 |
| 6-10 | \$ 1,350 | \$ 1,350 |
| 11-15 | \$ 1,600 | \$ 1,600 |
| 16-20 | \$1,850 | \$1,850 |
| 21-25 | \$ 2,100 | \$ 2,100 |
| 26+ years of service | \$ 2,200 | \$ 2,200 |
| Maximum Career District Matching Contribution - \$30,400 for 2021-22 and \$30,400 for 2022-23 | | |

4. Teachers involved in the Defined Contributions Plan must notify the Payroll Technician when they are eligible for step movement within the Plan matrix. The district will notify employees via email by September 15 of the upcoming due date.

C. Retiree Insurance

1. Teachers who are employed by the District as of April 1, 2000, and who are eligible for early retirement shall have the option to participate in the group health and hospitalization insurance program established by Article X, C-1 & 2. For those teachers electing to participate, the District will contribute up to \$388 per month, single coverage only for the 2021-22 school year, and up to \$388 per month, single coverage only for the 2020-2021 school year, up to a maximum of eight years or Medicare eligibility whichever is first according to the following formula:
 - a. Two years of health insurance will be granted upon early retirement.
 - b. Additional years will be granted as follows:
 - (i) One year of health insurance if the teacher has 20 years of service in the District;
 - (ii) One year of health insurance if the teacher has 21 years of service in the District;
 - (iii) One year of health insurance if the teacher has 22 years of service in the District.
 - (iv) One year of health insurance if the teacher has accumulated 70 unused sick days.
 - (v) One year of health insurance if the teacher has accumulated 140 unused sick days.

(vi) One year of health insurance if the teacher has accumulated 180 unused sick days.

2. Beginning with the 2014-2015 school year, an eligible teacher who retires shall only be eligible to participate in the high deductible health insurance plan and only then until their earned, additional year's coverage ends or they reach Medicare eligibility.
3. Teachers may elect to continue in the health and/or dental insurance program until Medicare eligible by paying the full monthly cost of the health and/or dental insurance program in a manner prescribed by the School District. Teachers hired in 1962 and who retired in 1995 are exempt from this clause.
4. Retirees will be permitted to continue to participate in the group life insurance program up to 18 months following retirement at their own expense.

- D. Extended Leaves of Absence The School Board, at its sole discretion, may grant an unpaid extended leave of absence to a teacher in accordance with Minn. Stat. 122A.46, § I.

Teachers granted an extended leave of absence in accordance with Article XIV, C may individually elect to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office.

- E. Part-time Teaching Option The School Board, at its sole discretion, may grant a part-time teaching option to a teacher in accordance with Minn. Stat. (1978) §354.66.

Article XVI. Hours of Service

A. Normal Duty Day

1. The normal duty day for full-time teachers shall be eight (8) hours, including a thirty (30) minute duty-free lunch period. All full-time teachers of similar role shall have the same number of student contact minutes.
2. The normal duty day for part-time teachers shall be three (3) hours or more and less than eight (8) hours, including up to a thirty (30) minute duty free lunch period determined on a pro-rata basis, but not less than fifteen (15) minutes. A part-time teacher shall have their duty day and student contact prorated to the FTE of their position relative to a 1.0 FTE of similar position. Their duty day will be a continuous amount of time and include prep time and lunch as defined in this article.

- B. Normal School Year Teacher contract days of 185 will be made up of the following: student contact days; professional development days; conference days; communication days; teacher planning, preparation, collaboration, grading days; or another agreed upon day / time. By February 1st of the odd numbered years, a committee made up of an equal number of representatives chosen by the district and Union representatives chosen by the Union will develop the 185/187 school year calendar for the next

TWO (2) school years. This calendar will be mutually agreed upon by the Union and school board by a vote of 2-0.

1. In the event that a consensus cannot be reached, the teacher contract days will default to one-hundred seventy (170) student contact days; five (5) pre-school year workshop days with the option to flex one (1) day; two (2) conference / parent communication days; three (3) teacher planning / preparation / collaboration / grading days; and five (5) Professional Development days; of the five (5) professional development days, three (3) will be district-led professional development and two (2) will be individualized professional development approved by their building principal, if they submit a personalized learning plan by August 1st before the school year begins. Teacher planning / preparation / collaboration / grading days can be worked at the location of each teacher's choice (on or off-site).
2. Placement of teacher contract days on the school calendar (specified above) is still subject to the School Board approval.

C. Student Contact

1. Student contact time is any time that a teacher is scheduled to be with students.
2. Student Contact Day: Is defined as the time students are required to be in the school building (bell to bell).
3. All time units in this contract are based on units defined or derived by the SI metric system.
4. For every 25 minutes of student contact time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be fulfilled within a week and directed by the teacher and provided in one or two uninterrupted spans of time during the student day at minimum of four of the five days in a week. Exceptions may infrequently occur.
5. Elementary specialists: For every 25 minutes of student contact time, a minimum of nine additional minutes of preparation time shall be provided to each licensed specialist teacher. Preparation time shall be fulfilled within a week and directed by the teacher and at least half will be provided in one or two uninterrupted spans of time during the student day at a minimum of four of the five days in a week. Exceptions may infrequently occur.
6. Special Education Due Process Time: Within the student day, a minimum of 25 minutes of special education due process time shall be provided to each licensed special education staff member (teacher, speech language pathologist, occupational therapist, etc.). This time will be in addition to preparation time.
7. Schedules already enacted for the 2021-2022 school year will not be affected and will remain as they were scheduled.

D. Hours of Duty The specific hours of the duty day for teachers may vary according to the needs of the educational program.

E. Professional Responsibilities

1. Normal teaching duties for both full-time teachers and part-time teachers include the responsibility to attend and participate in faculty meetings, professional and educational committees, PTA meetings, individual parent-teacher conferences, or other similar professional responsibilities which are scheduled or which may require performance outside of the teacher's duty day.
 2. Meetings which exceed a teacher's duty day may be called by the Department Chairperson, Principals, Superintendent, or the Director of Teaching and Learning.
 3. An important responsibility of a teacher is to work with students on an individual basis. To meet this responsibility, work in excess of the duty day may be necessary.
- F. Limitation of Service Teachers shall not be required to supervise lunchrooms, playgrounds, hallways, or detention periods; however, this shall not be interpreted to imply that the teacher has no responsibility to look after the welfare and safety of any student in these situations. It does not preclude teachers from being in the halls during passing times. Teachers shall continue to be alert to problems in hallways, between classes, or at any other time that the teacher witnesses problems whether on playgrounds, hallways, lunchrooms, or on any other part of school property and shall be responsible for taking appropriate action, including notification of the Principal.
- G. School Closing
1. In the event a duty day(s) is lost due to an emergency closing, teachers shall perform teaching duties on such day(s) as the School Board shall determine.
 2. In the event that it becomes necessary to modify the school calendar, because of school closings of three or more teacher duty days per school year, the School Board shall notify and consult with the Association concerning the calendar modification.
 3. When licensed staff are instructed to work due to a school closure, they will have the option to work from home. If staff choose to work from home, they will submit a summary of their day's work to their building administrator reflecting how they used the day professionally (ie. Communication with parents and/or students, online collaboration, training, creating lessons/plans to address student needs, required paperwork, etc). These days will be counted toward the total number of days in the contract.

Article XVII. Grievance Procedure

- A. Grievance Definition A grievance shall mean an allegation by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the provisions of this Contract or employment-related policies of the School District. Any Association member filing a written grievance without the consent of the Association will bear all costs of the grievance.
1. Contract Grievance A contract grievance shall mean an allegation by the Association that the provisions of this Contract have been violated, misinterpreted, or misapplied. A contract grievance

may be processed through the entire procedure established by this Article, including arbitration.

2. Policy Grievance A policy grievance shall mean an allegation by the Association that an employment-related policy of the School District has been violated, misinterpreted, or misapplied. A policy grievance may be processed through the grievance procedures hereinafter set forth to the level of the School Board, but shall not be subject to arbitration.

- B. Representative The Association, or School District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

C. Definitions and Interpretations

1. Time Limits All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. If notification of a pending grievance is not filed in writing to the School Board's designee within forty-five (45) days after the alleged grievance, then the grievance shall be considered waived except in the case where an employee is removed from his/her immediate assignment; e.g., leave of absence, sabbatical leave, or summer vacation, in which case due allowance shall be granted to written correspondence if necessary. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.
2. Extension Time limit specified in this Article may be extended by mutual agreement.
3. Days Reference to days regarding time periods in this procedure shall refer to teacher duty days.
4. Computation of Time In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.
5. Filing and Postmark The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail or verifiable by other means within the time period.
6. Deduction in Pay- Arbitration There shall be no deduction in pay for a teacher for attendance at a grievance arbitration meeting held during the teacher's duty day for the purpose of arbitration of that teacher's grievance. The Association may assist and/or represent the teacher in such arbitration and, if so the Association shall bear the cost for a substitute teacher for the Association representative, or for the teacher whose grievance is subjected to arbitration, at the Association's option, but in no event shall the School District be required to pay for more than one teacher representative at such arbitration meeting.

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

1. Informal Procedure If a teacher feels that a grievance exists, the teacher shall first discuss the matter with the Principal, Supervisor, or Administrator to whom the teacher is directly responsible, in an effort to resolve the problem informally. A teacher may request that a member rights advocate be present at the meeting. If after such discussion the teacher is not satisfied with the disposition of the matter, the teacher shall have the right to have a representative assist in further efforts to resolve the problem informally with the principal, supervisor or administrator involved.
 2. Level I A written grievance, signed by the teacher involved must be presented to the responsible administrator within the time limits provided in Section XVII (CI). The responsible administrator shall meet with the teacher within seven (7) days after receipt of the written grievance and give written answer to the grievance within five (5) days of the meeting. The teacher has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
 3. Level II If the grievance has not been resolved in Level I, it may be processed to Level II by presenting the written grievance to the superintendent. The superintendent or her/his designee shall meet with the teacher within ten (10) days after receipt of the written appeal to discuss the problem. Within seven (7) days of the meeting, the superintendent or her/his designee shall submit her/his written answer to the grievant. The teacher has ten (10) days in which to accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the superintendent.
 4. Level III If the grievance has not been resolved at Level II, the grievance may be presented to the School Board for consideration. The school board reserves the right to review or not review the grievance but must make the decision within fifteen (15) days after receipt of the written appeal. In the event the school board chooses to review the grievance, the board or a committee thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the board shall have a maximum of fifteen (15) days in which to answer the grievant in writing.
- E. School Board Review The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of 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.
- F. Denial of Grievance Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.
- G. Arbitration Procedures In the event the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.
1. Request A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed with the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

2. Prior Procedure Required No grievance will be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
3. Selection of Arbitrator Upon the proper submission of a grievance under the terms of this procedure, the School Board and the Association shall, within five (5) days after the request to arbitrate attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either the School Board or the Association may request the Bureau of Mediation Services (BMS) to submit a list of five (5) arbitrators, providing such request is made within twenty (20) days after request for arbitration. The School Board and the Association shall select an arbitrator in accordance with the rules and regulations of the BMS. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
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 school district, the submission of the grievance which shall include the following:
 - (i) the issues involved,
 - (ii) statement of the facts,
 - (iii) position of the grievant, and
 - (iv) the written documents relating to Article XVI, G-1.
 - b. The School District shall make a similar submission of information to the Arbitrator with a copy to the Association relating to the grievance five (5) days before the time of the hearing.
 - c. The School District and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely upon any evidence not previously disclosed to the other party. However, in the event that new information of fact becomes evident, and in the opinion of either party could influence the decision reached in Level III, then, provided that the arbitration proceeding has not commenced, either party may resubmit the grievance to the Level III grievance procedure of Article XVII, D-4 and the other party shall be bound to such re-submittal of the grievance to Level III.
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. The proceeding before the arbitrator shall be a hearing *de novo*.
6. Decision The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the PELRA.
7. Expenses Each party shall bear its own expenses in connection with arbitration including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties

mutually agree are necessary for the conduct of the arbitration except as specifically agreed in Article XVI (C6).

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 herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as to the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.
9. Reprisals No reprisals of any kind will be taken by the School District or the administration against any teacher because of participation in the Grievance Procedure.

Article XVIII. No Strike - No Lock Out

- A. No Strikes During the term of this Contract neither the Association nor any individual shall engage in any strike.
- B. No Lock Out During the term of this Contract the Employer agrees that it will not engage in any lockout of teachers.

Article XIX. Progressive Discipline

- A. Progressive Discipline The School District recognizes the concept of progressive discipline consisting of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. A oral reprimand is given to alert a staff member to a situation or behavior that needs to be addressed immediately. It is given orally, directly to the teacher and is identified as a oral reprimand. A follow up written summary of the conversation is given to the teacher. The written summary is not placed in the teacher's personnel file. A copy will be kept in the Principal's administrative file. A conference between the teacher and her/his supervisor shall be held prior to the imposition of written reprimand, suspension without pay or discharge. These disciplinary actions, written reprimand, suspension without pay and discharge, will be documented and maintained in the personnel file. Normally, the School District will utilize the levels of progressive discipline, in order. However, in the case of more serious infractions, the School District reserves the right to impose discipline, at any level consistent with the seriousness of the infraction. Normally, a written reprimand and time to correct, when appropriate, will precede suspension without pay or discharge.
- B. Grounds for Disciplinary Action The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials pursuant to the provisions of Minn. Stat. 122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause and such action shall be

subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by Minn. Stat. 122A.40, and such action shall not be subject to the provisions of this Article.

- C. Opportunity to Meet Suspension without pay shall be imposed only by the superintendent. If suspension without pay is to be considered pursuant to Section B hereof, the teacher shall be afforded the opportunity to meet with the superintendent. The teacher may elect to have representation in attendance at such meeting. In the absence of the superintendent, another district office administrator may act as the superintendent's designee for purposes of this section.
- D. Subject to Arbitration Suspension without pay shall take effect only after written notification from the superintendent to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the superintendent within five (5) working days after receipt of written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering the circumstances surrounding the action.
- E. Time of Suspension Suspension without pay 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. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.
- F. Suspension With Pay The parties acknowledge that the School District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the School District would be subject to just cause standard as provided for suspensions without pay.
- G. Application of Suspension without Pay Suspension without pay shall not apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension and which shall not be subject to the grievance procedure.

Article XX. Early Childhood Family Education Teachers

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1. or M.S. 122A.41, Subdivision 1.

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and, accordingly, requires particular consideration in the Agreement because of this unique employment Relationship.

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher, and the ECFE teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule, and shall not be entitled to compensation of the regular salary schedule.

Section 6. Applicable Sections of the Master Agreement: ECFE teachers shall be covered by the following sections of the Master Agreement:

Article I, Purpose
Article II, Recognition of Exclusive Representative
Article III, Duration
Article IV, School Board Rights
Article V, Association Rights
Article VI, Teacher Rights
Article XII, Leaves of Absence
Article XVII, Grievance Procedure
Article XVIII, No Strike/ No Lock Out

Section 7. Sections of the Master Agreement not Applicable: ECFE teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, continuing contract teachers:

Article VII, Compensation
Article VIII, Employment Status
Article IX, Additional Assignments
Article X, Insurance
Article XI, Paid Absences
Article XIII, Unrequested Leave of Absence
Article XIV, Retirement Notification
Article XV, Early Retirement Incentive
Article XVI, Hours of Service

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year: Recognizing the unique, changing, and irregular nature of the ECFE program, hours of service, duty day, duty week, and duty year shall be as assigned by the School District and modified from time to time based upon the needs of the program.

SCHEDULE A
2021-2022
BASIC SALARY SCHEDULE

| Performance | Sem | BS | BS10 | BS20 | BS30 | BS40 | MA | MA10 | MS20 | MA30 |
|-------------|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Incentive | Qtr | BS | BS15 | BS30 | BS45 | BS60 | MA | MA15 | MA30 | MA45 |
| 1 | | 42,217 | 42,869 | 43,297 | 43,978 | 44,679 | 45,383 | 46,040 | 46,460 | 47,127 |
| 2 | | 43,221 | 43,424 | 43,674 | 44,100 | 44,814 | 46,185 | 46,357 | 46,837 | 47,499 |
| 3 | | 44,092 | 44,956 | 45,584 | 46,215 | 47,320 | 48,429 | 49,262 | 49,687 | 50,489 |
| 4 | | 45,776 | 46,581 | 47,178 | 47,903 | 49,375 | 50,852 | 51,607 | 52,642 | 55,289 |
| 5 | | 46,944 | 47,989 | 48,618 | 49,490 | 51,197 | 52,906 | 53,742 | 54,668 | 55,541 |
| 6 | | 48,969 | 50,487 | 51,207 | 52,160 | 54,111 | 56,061 | 56,994 | 58,046 | 58,850 |
| 7 | | 50,877 | 52,494 | 53,451 | 54,767 | 56,865 | 58,965 | 59,948 | 60,963 | 61,804 |
| 8 | | 52,194 | 53,955 | 55,089 | 57,087 | 59,398 | 61,710 | 62,636 | 63,715 | 64,515 |
| 9 | | 53,619 | 55,623 | 57,084 | 59,628 | 61,983 | 64,342 | 65,352 | 66,611 | 67,479 |
| 10 | | 56,442 | 57,428 | 58,651 | 61,402 | 64,328 | 66,619 | 67,641 | 68,255 | 69,555 |
| 11 | | 56,442 | 57,785 | 60,475 | 63,251 | 65,861 | 68,475 | 69,845 | 71,043 | 71,904 |
| 12 | | 56,442 | 60,613 | 64,740 | 67,584 | 70,114 | 73,854 | 75,671 | 77,163 | 78,596 |
| 13 | | 62,174 | 65,566 | 70,949 | 73,750 | 77,084 | 80,415 | 82,445 | 83,895 | 85,280 |
| 14 | | 62,174 | 65,566 | 70,949 | 73,750 | 77,084 | 80,415 | 82,445 | 83,895 | 85,280 |
| 15 | | 62,174 | 65,566 | 70,949 | 73,750 | 77,084 | 80,415 | 82,445 | 83,895 | 85,280 |
| 16 | | 63,800 | 67,190 | 72,575 | 75,374 | 78,708 | 82,039 | 83,732 | 85,185 | 86,570 |
| 17 | | 63,800 | 67,190 | 72,575 | 75,374 | 78,708 | 82,039 | 83,732 | 85,185 | 86,570 |
| 18 | | 64,985 | 68,423 | 73,892 | 76,732 | 80,115 | 83,495 | 85,216 | 86,688 | 88,098 |
| 19 | | 64,985 | 68,423 | 73,892 | 76,732 | 80,115 | 83,495 | 85,216 | 86,688 | 88,098 |
| 20 | | 66,169 | 69,660 | 75,205 | 78,094 | 81,523 | 84,954 | 86,697 | 88,192 | 89,623 |
| 21 | | 66,169 | 69,660 | 75,205 | 78,094 | 81,523 | 84,954 | 86,697 | 88,192 | 89,623 |
| 22 | | 66,169 | 69,660 | 75,205 | 78,094 | 81,523 | 84,954 | 86,697 | 88,192 | 89,623 |
| 23 | | 66,169 | 69,660 | 75,205 | 78,094 | 81,523 | 84,954 | 86,697 | 88,192 | 89,623 |
| 24 | | 66,169 | 69,660 | 75,205 | 78,094 | 81,523 | 84,954 | 86,697 | 88,192 | 89,623 |
| 25 | | 67,453 | 70,946 | 76,489 | 79,376 | 82,808 | 86,239 | 87,984 | 89,479 | 90,908 |

A Doctoral Degree will receive \$2,921 above the MA45 Qtr (MA30 Sem) schedule for the 2021-22 school year.

For the 2021-22 School Year - All teachers will receive a \$1,000 stipend prorated to the portion of the 21-22 school year worked.

SCHEDULE B
2022-2023
BASIC SALARY SCHEDULE

| Performance | Sem | BS | BS10 | BS20 | BS30 | BS40 | MA | MA10 | MS20 | MA30 |
|-------------|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Incentive | Qtr | BS | BS15 | BS30 | BS45 | BS60 | MA | MA15 | MA30 | MA45 |
| 1 | | 43,025 | 43,677 | 44,105 | 44,786 | 45,487 | 46,191 | 46,848 | 47,268 | 47,935 |
| 2 | | 44,029 | 44,232 | 44,482 | 44,908 | 45,622 | 46,993 | 47,165 | 47,645 | 48,307 |
| 3 | | 44,900 | 45,764 | 46,392 | 47,023 | 48,128 | 49,237 | 50,070 | 50,495 | 51,297 |
| 4 | | 46,584 | 47,389 | 47,986 | 48,711 | 50,183 | 51,660 | 52,415 | 53,450 | 56,097 |
| 5 | | 47,752 | 48,797 | 49,426 | 50,298 | 52,005 | 53,714 | 54,550 | 55,476 | 56,349 |
| 6 | | 49,777 | 51,295 | 52,015 | 52,968 | 54,919 | 56,869 | 57,802 | 58,854 | 59,658 |
| 7 | | 51,685 | 53,302 | 54,259 | 55,575 | 57,673 | 59,773 | 60,756 | 61,771 | 62,612 |
| 8 | | 53,002 | 54,763 | 55,897 | 57,895 | 60,206 | 62,518 | 63,444 | 64,523 | 65,323 |
| 9 | | 54,427 | 56,431 | 57,892 | 60,436 | 62,791 | 65,150 | 66,160 | 67,419 | 68,287 |
| 10 | | 57,250 | 58,236 | 59,459 | 62,210 | 65,136 | 67,427 | 68,449 | 69,063 | 70,363 |
| 11 | | 57,250 | 58,593 | 61,283 | 64,059 | 66,669 | 69,283 | 70,653 | 71,851 | 72,712 |
| 12 | | 57,250 | 61,421 | 65,548 | 68,392 | 70,922 | 74,662 | 76,479 | 77,971 | 79,404 |
| 13 | | 62,982 | 66,374 | 71,757 | 74,558 | 77,892 | 81,223 | 83,253 | 84,703 | 86,088 |
| 14 | | 62,982 | 66,374 | 71,757 | 74,558 | 77,892 | 81,223 | 83,253 | 84,703 | 86,088 |
| 15 | | 62,982 | 66,374 | 71,757 | 74,558 | 77,892 | 81,223 | 83,253 | 84,703 | 86,088 |
| 16 | | 64,608 | 67,998 | 73,383 | 76,182 | 79,516 | 82,847 | 84,540 | 85,993 | 87,378 |
| 17 | | 64,608 | 67,998 | 73,383 | 76,182 | 79,516 | 82,847 | 84,540 | 85,993 | 87,378 |
| 18 | | 65,793 | 69,231 | 74,700 | 77,540 | 80,923 | 84,303 | 86,024 | 87,496 | 88,906 |
| 19 | | 65,793 | 69,231 | 74,700 | 77,540 | 80,923 | 84,303 | 86,024 | 87,496 | 88,906 |
| 20 | | 66,977 | 70,468 | 76,013 | 78,902 | 82,331 | 85,762 | 87,505 | 89,000 | 90,431 |
| 21 | | 66,977 | 70,468 | 76,013 | 78,902 | 82,331 | 85,762 | 87,505 | 89,000 | 90,431 |
| 22 | | 66,977 | 70,468 | 76,013 | 78,902 | 82,331 | 85,762 | 87,505 | 89,000 | 90,431 |
| 23 | | 66,977 | 70,468 | 76,013 | 78,902 | 82,331 | 85,762 | 87,505 | 89,000 | 90,431 |
| 24 | | 66,977 | 70,468 | 76,013 | 78,902 | 82,331 | 85,762 | 87,505 | 89,000 | 90,431 |
| 25 | | 68,261 | 71,754 | 77,297 | 80,184 | 83,616 | 87,047 | 88,792 | 90,287 | 91,716 |

A Doctoral Degree will receive \$2,968 above the MA45 Qtr (MA30 Sem) schedule for the 2022-2023 school year.

Schedule C
Athletic Extra Pay Schedule

| <u>Activity</u> | <u>2021-22</u> | <u>2022-23</u> |
|-----------------------------------|-----------------------|-----------------------|
| Baseball | | |
| Head Coach | 5,345 | 5,452 |
| 2 Assistant Coaches | 3,488 | 3,558 |
| Boys Basketball | | |
| Head Coach | 7,123 | 7,265 |
| 2 Assistant Coaches | 4,871 | 4,968 |
| Girls Basketball | | |
| Head Coach | 7,123 | 7,265 |
| 2 Assistant Coaches | 4,871 | 4,968 |
| Cross Country (Boys and Girls) | | |
| Head Coach | 4,479 | 4,568 |
| 2 Assistant Coaches | 2,153 | 2,196 |
| Football | | |
| Head Coach | 7,123 | 7,265 |
| 4 Assistant | 4,871 | 4,968 |
| Boys Golf | | |
| Head Coach | 4,160 | 4,243 |
| .5 Assistant | 2,153 | 2,196 |
| Girls Golf | | |
| Head Coach | 4,160 | 4,243 |

| | | |
|-----------------------|-------|-------|
| .5 Assistant | 2,153 | 2,196 |
| Gymnastics | | |
| Head Coach | 7,123 | 7,265 |
| 2 Assistant Coaches | 4,871 | 4,968 |
| Boys Soccer | | |
| Head Coach | 5,345 | 5,452 |
| 2 Assistant Coaches | 3,488 | 3,558 |
| Girls Soccer | | |
| Head Coach | 5,345 | 5,452 |
| 2 Assistant Coaches | 3,488 | 3,558 |
| Softball | | |
| Head Coach | 5,345 | 5,452 |
| 2 Assistant Coaches | 3,488 | 3,558 |
| Swimming | | |
| Head Coach | 7,123 | 7,265 |
| 1.5 Assistant Coaches | 4,871 | 4,968 |
| Boys Tennis | | |
| 1 Head Coach | 4,160 | 4,243 |
| 1 Assistant Coach | 2,153 | 2,196 |
| Girls Tennis | | |
| 1 Head Coach | 4,160 | 4,243 |
| 1 Assistant Coach | 2,153 | 2,196 |
| Volleyball | | |
| Head Coach | 6,970 | 7,109 |

| | | |
|-----------------------------|-------|-------|
| 2 Assistant Coaches | 4,871 | 4,968 |
| 3 MS Coaches | 1,950 | 1,989 |
| Boys and Girls Track | | |
| 2 Head Coaches | 4,479 | 4,569 |
| 4 Assistant Coaches | 2,153 | 2,196 |
| Middle School Track | | |
| Head Coach | 1,950 | 1,989 |
| 3 Assistant Coaches | 1,438 | 1,467 |

Schedule D
General Extra Duty Pay Schedule

| | | |
|---|-----------------------|-----------------------|
| <u>1. Coordinators</u> | <u>2021-22</u> | <u>2022-23</u> |
| Freshman Class Advisor | 292 | 298 |
| Sophomore Class Advisor | 292 | 298 |
| Junior Class Advisor | 1,020 | 1,040 |
| Senior Class Advisor | 1,310 | 1,336 |
| <u>2. Instructional (per hour)</u> | | |
| Classroom Substitute | 45.00 | 45.00 |
| Homebound tutor | 41.42 | 42.25 |

Licensed Voe. Ed. (Teacher assigned as) - \$562 per year in addition to teacher's Salary Schedule; prorated - minimum \$250.

Elementary Combination Grades (Teacher assigned to) - Classroom teachers in grades 1-6 who have been assigned self-contained combination grades, excluding special education and departmentalization, shall receive an additional \$1,109 per year.

Leadership monies previously paid under Schedule D will be allocated at the building level. Allocations are as follows:

| <u>Leadership Monies</u> | <u>2021-22</u> | <u>2022-23</u> |
|---------------------------------|-----------------------|-----------------------|
| Special Education | 2,498 | 2,548 |
| Wilshire Park | 10,715 | 10,929 |
| Middle School | 7,418 | 7,567 |
| High School | 9,342 | 9,529 |

Administrative requests for extended duty days should be paid on a prorated basis.

In place of a mileage allowance, travel between school buildings for instructional purposes will be compensated at a rate of \$1.00/day.

| <u>1. Activities</u> | <u>2021-22</u> | <u>2022-23</u> |
|------------------------------|-----------------------|-----------------------|
| <u>Senior High</u> | | |
| Cheerleader Advisor - Fall | 1,444 | 1,473 |
| Cheerleader Advisor - Winter | 2,039 | 2,080 |
| 6 Club Advisors | 662 | 675 |
| Knowledge Bowl | 3,200 | 3,264 |
| Assistant Knowledge | 1,599 | 1,631 |
| Math Team | 1,494 | 1,524 |
| National Honor Society | 1,387 | 1,415 |
| Plays - Musical | | |
| Director | 3,297 | 3,363 |
| Vocal Director | 1,877 | 1,914 |
| Band Director | 1,877 | 1,914 |
| Assistant Director | 662 | 675 |
| Tech Director | 662 | 675 |
| Choreographer | 662 | 675 |
| Accompanist | 662 | 675 |
| Plays - One Act | | |
| Director | 1,520 | 1,550 |
| Plays - Full Length | | |
| Director | 3,297 | 3,363 |

| | | |
|-------------------------|-------|-------|
| Assistant Director | 662 | 675 |
| RoboHuskie Coach | 2,286 | 2,332 |
| Assistant RoboHuskie | 1,142 | 1,165 |
| Science Bowl Coach | 662 | 675 |
| Science Olympiad Coach | 662 | 675 |
| Speech Coach | 3,651 | 3,724 |
| Assistant Speech Coach | 2,584 | 2,635 |
| Student Council Advisor | 3,447 | 3,516 |
| Yearbook | 3,940 | 4,019 |

Middle School

| | | |
|--------------------------------|-------|-------|
| 5 Club Advisors | 662 | 675 |
| Drama | 2,688 | 2,741 |
| Assistant Drama (28 students) | 1,704 | 1,739 |
| Quiz Bowl | 1,704 | 1,739 |
| Speech | 2,226 | 2,270 |
| Assistant Speech (28 students) | 1,324 | 1,350 |
| Student Council | 3,447 | 3,516 |
| Yearbook | 1,245 | 1,270 |

Wilshire Park

| | | |
|-----------------|-----|-----|
| 4 Club Advisors | 662 | 675 |
|-----------------|-----|-----|

2. Supervision

High School and Middle School

| | | |
|--------------------------------------|----|----|
| Extracurricular Supervision (hourly) | 26 | 26 |
|--------------------------------------|----|----|

Wilshire Park

| | | |
|-----------------------|-------|-------|
| Book Room Supervision | 633 | 646 |
| Bus/Door Supervision | 1,108 | 1,130 |
| Patrol Safety Advisor | 722 | 737 |

| | | |
|------------------------------|-------|-------|
| 3. Music | | |
| | | |
| High School | | |
| Head Band Director | 4,430 | 4,518 |
| Associate Band Director | 2,179 | 2,222 |
| Assistant Band Director | 1,089 | 1,111 |
| Vocal Director | 2,179 | 2,222 |
| | | |
| Wilshire Park | | |
| Vocal - Elementary | 2,179 | 2,222 |
| Vocal - Elementary Assistant | 1,064 | 1,085 |

Weight room supervisor: A weight room supervisor will receive one hour of supervisory pay per day for after school weight room supervision. This is applicable only for student contact days.

Curriculum writing time for teachers shall be paid at a rate of \$20.40 per hour in the 2021-2022 and \$20.81 in the 2022-23 school year.

The District Chemical Safety Officer shall be paid an annual stipend of \$1,020 in the 2021-22 and \$1040 in the 2022-23 school year.

Summer School Salary Schedule

| YEAR | STEP | BA- BA45 (Qtr) or BA30 (sem) Hourly Rate | MA - MA45 <Qtr) or MA30 (sem) Hourly Rate |
|-------------|-------------|---|---|
| 2021-22 | 1-3 Years | \$34.43 | \$35.66 |
| 2021-22 | 4+ Years | \$35.22 | \$37.23 |
| 2022-23 | 1-3 Years | \$35.11 | \$36.37 |
| 2022-23 | 4+ Years | \$35.93 | \$37.97 |

Agreed to as the full and complete understanding between the parties as attested to by the signatures of the following representative of the School Board and the Association.

FOR THE ASSOCIATION

FOR THE SCHOOL BOARD

 4/7/22

President or Designee

Date

 4/5/22

Board Chair

Date

 4/7/22

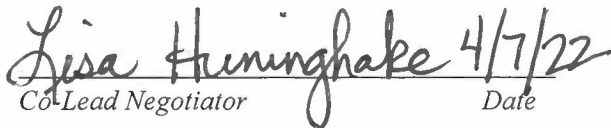
Co-Lead Negotiator

Date

 4/5/22

Board Clerk

Date

 4/7/22

Co-Lead Negotiator

Date

Memorandum of Agreement
Between the
St. Anthony Village Education Association
And
Independent School District #282
Regarding Salary Schedules C and D

This Memorandum of Agreement (“MOA”) is entered into by and between the St. Anthony Village Education Association (“SAVEA”) and Independent School District #282 (“District”).

WHEREAS, the SAVEA and the District are parties to a Master Agreement, for the period of July 1, 2021 through June 30, 2023, which governs the general terms and conditions of employment for teachers; and

WHEREAS, Article IX, Additional Assignments, Section D, Extracurricular Assignments and Section F, Status of Schedules C and D of the Master Agreement specifies the extracurricular positions available along with their rate of pay;

WHEREAS, the parties share a mutual interest in reviewing Salary Schedules C and D;

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

1. **Term of MOA.** This MOA will be in effect for the 2022-23 School Year and will expire on June 30, 2023.
2. **Salary Schedules C & D.** The parties create a joint Labor Management Committee that will review current language and engage in meaningful conversation to jointly develop language that will be brought forward for the 2023-25 Master Agreement. The parties will each select their own representatives on the committee with each party having equal input. The District and SAVEA are not required to agree to the Committee’s proposals for Salary Schedules C & D.
3. **Meeting Times.** The Committee shall seek to meet during non-working hours. If meetings are held during regular working hours, the District will pay for necessary substitute costs.
4. **No Precedent or Past Practice.** Nothing in this MOA shall be deemed to establish a precedent or practice to alter any established precedent or practice arising out of or relating to the Master Agreement between the SAVEA and the District. No party may submit this MOA in any proceeding as evidence of a precedent or practice.

Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

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

By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

SAVEA Master Contract
2021-2023

AUTHORIZED UNION REPRESENTATIVE

Date: 4/7/22


Union President

Date: 4/7/22


Co-Lead Negotiator

Date: 4/7/22


Co-Lead Negotiator

**INDEPENDENT SCHOOL
DISTRICT NO. 282,**

Date: 4/11/22


Superintendent

Date: 4/5/22


School Board Chair

**MEMORANDUM OF AGREEMENT
BETWEEN THE
THE ST. ANTHONY VILLAGE EDUCATION ASSOCIATION
AND
INDEPENDENT SCHOOL DISTRICT #282
REGARDING SCHOOL CLOSING & HYBRID/BLENDED LEARNING**

This Memorandum of Agreement ("MOA") is entered into by and between the St. Anthony Village Education Association ("SAVEA") and Independent School District #282 ("District").

WHEREAS, the SAVEA and the District are parties to a Master Agreement, for the period of July 1, 2021 through June 30, 2023, which governs the general terms and conditions of employment for teachers; and

WHEREAS, Article XVI, Hours of Service, Section C, Student Contact of the Master Agreement specifies student contact time for licensed staff and Section G, School Closing pertains to emergency school closings, modifications to the calendar related to emergency closings, and work location on emergency closing school days;

WHEREAS, the parties share a mutual interest in reviewing student contact time related to hybrid, blended, or online learning and reviewing emergency school closing related to E-learning;

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

1. **Term of MOA.** This MOA will be in effect for the 2022-2023 School Year and will expire on June 30, 2023.
2. **Student Contact Time / Emergency School Closing.** The parties will create a joint Labor Management Committee that will review current language and engage in meaningful conversation to jointly develop language that will be brought forward for the 2023-2025 Master Agreement. The parties will each select their own representatives on the committee. The District and SAVEA are not required to agree to the Committee's proposals for Student Contact Time / Emergency School Closing.
3. **Meeting Times.** The Committee shall seek to meet during non-working hours. If meetings are held during regular working hours, the District will pay for necessary substitute costs.
4. **No Precedent or Past Practice.** Nothing in this MOA shall be deemed to establish a precedent or practice to alter any established precedent or practice arising out of or relating to the Master Agreement between the SAVEA and the District. No party may submit this MOA in any proceeding as evidence of a precedent or practice.

Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

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

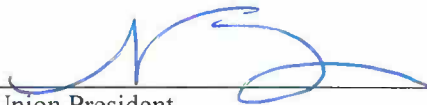
By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

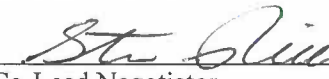
AUTHORIZED UNION REPRESENTATIVE

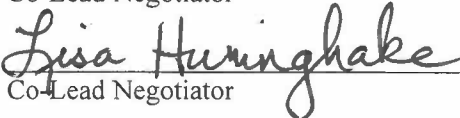
Date: 4/7/22

Date: 4/7/22

Date: 4/7/22


Union President


Co-Lead Negotiator


Co-Lead Negotiator

**INDEPENDENT SCHOOL
DISTRICT NO. 282,**

Date: 4/11/22

Date: 4/5/22


Superintendent


School Board Chair