

***CHISAGO LAKES SCHOOLS***  
***INDEPENDENT SCHOOL DISTRICT NO. 2144***  
***CHISAGO & WASHINGTON COUNTIES***  
***Chisago Lakes, MN. 55013***

2021-2022 and 2022-2023

MASTER AGREEMENT

BETWEEN

CHISAGO LAKES EDUCATION MINNESOTA

And

INDEPENDENT SCHOOL DISTRICT NO. 2144  
BOARD OF EDUCATION

# TABLE OF CONTENTS

	Page
<b>ARTICLE I PURPOSE.....</b>	<b>1</b>
Section 1. Parties.....	1
<b>ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE .....</b>	<b>1</b>
Section 1. Recognition .....	1
Section 2. Appropriate Unit.....	1
<b>ARTICLE III DEFINITIONS.....</b>	<b>1</b>
Section 1. Terms and Conditions of Employment .....	1
Section 2. Teacher .....	1
Section 3. Full-time Teacher .....	2
Section 4. Part-time Teacher .....	2
Section 5. School District.....	2
Section 6. Superintendent .....	2
Section 7. Other terms .....	6
<b>ARTICLE IV SCHOOL DISTRICT RIGHTS.....</b>	<b>2</b>
Section 1. Management Responsibilities.....	2
Section 2. Effect of Laws, Rules and Regulations.....	2
Section 3. Reservation of Managerial Rights .....	3
<b>ARTICLE V ASSOCIATION AND TEACHER RIGHTS.....</b>	<b>3</b>
Section 1. Request for Dues Checkoff.....	3
Section 2. Personnel Files .....	3
Section 3. Just Cause .....	3
Section 4. Licensure .....	4
Section 5. Union Leave .....	4
Section 6. Access to Worksites .....	4
<b>ARTICLE VI BASIC SCHEDULES AND RATES OF PAY .....</b>	<b>4</b>
Section 1. Basic Compensation .....	4
Subd. 1. 2021-2022 Rates of Pay.....	4
Subd. 2. 2022-2023 Rates of Pay.....	4
Subd. 3. Additional Compensation for School Counselors and Deans .....	4
Subd. 4. Add'l Compensation for Dept. Heads and Elementary Content Leaders.....	5
Subd. 5. Additional Compensation for Mentor Teachers.....	5
Subd. 6. Additional Compensation for Nat'l Board Certification ....	6
Subd. 7. Additional Compensation for Certificate of Clinical Competence .....	6
Subd. 8. Additional Compensation for Technology Integration Specialists and District Media Specialist .....	6
Section 2. Status of Salary Schedule .....	6
Subd. 1. Withholding Salary Increases .....	6
Section 3. Placement on Salary Schedules .....	6
Subd. 1. Germane .....	6
Subd. 2. Prior Approval .....	7
Subd. 3. Grade and Credits .....	7
Subd. 4. Effective Date .....	7

<u>Subd. 5. Advanced Degree Program</u> .....	7
<u>Subd. 6. Lane Advancement – BA+75</u> .....	7
<u>Subd. 7. Prior Experience</u> .....	7
<u>Subd. 8. Step Advancement</u> .....	7
<u>Subd. 9. Career and Technical Education</u> .....	8
Section 4. <u>Payment of Base Salary</u> .....	8
Section 5. <u>Pay Deduction</u> .....	8
Section 6. <u>Long Term Substitutes</u> .....	8
<b>ARTICLE VII      EXTRA COMPENSATION</b> .....	<b>9</b>
Section 1. <u>Extra Compensation Schedule</u> .....	9
Section 2. <u>Severance Pay</u> .....	9
Section 3. <u>403(b) Plan</u> .....	10
Section 4. <u>Minnesota State Retirement System</u> .....	11
Section 5. <u>Sick Leave Buy Back</u> .....	12
Section 6. <u>Career Increments</u> .....	12
<b>ARTICLE VIII      FRINGE BENEFITS</b> .....	<b>13</b>
Section 1. <u>Health and Hospitalization Insurance</u> .....	13
<u>Subd. 1. Individual Coverage</u> .....	13
<u>Subd. 2. Dependent Coverage</u> .....	13
<u>Subd. 3. Teachers Married to Teachers</u> .....	14
<u>Subd. 4. Consumer Driver Health Plan Option</u> .....	14
<u>Subd. 5. Post-Retirement</u> .....	15
Section 2. <u>Long Term Disability Insurance</u> .....	15
Section 3. <u>Dental Insurance</u> .....	15
<u>Subd. 1. Individual Coverage</u> .....	15
<u>Subd. 2. Dependent Coverage</u> .....	15
<u>Subd. 3. Dependent with Ortho Coverage</u> .....	15
Section 4. <u>Life Insurance</u> .....	16
Section 5. <u>Selection</u> .....	16
Section 6. <u>Claims Against the School District</u> .....	16
Section 7. <u>Duration of Insurance Contribution</u> .....	16
Section 8. <u>Eligibility</u> .....	16
<b>ARTICLE IX      LEAVES OF ABSENCE</b> .....	<b>16</b>
Section 1. <u>Sick Leave</u> .....	16
Section 2. <u>Worker's Compensation</u> .....	19
Section 3. <u>Emergency Leave</u> .....	20
<u>Subd. 1. Bereavement (Immediate Family)</u> .....	20
<u>Subd. 2. Bereavement (Others)</u> .....	20
Section 4. <u>Sabbatical Leave</u> .....	20
Section 5. <u>Child Care Leave</u> .....	20
Section 6. <u>Personal Leave</u> .....	22
<u>Subd. 1 - Definition/Number of Days</u> .....	22
<u>Subd. 2 - Compensatory Time</u> .....	22
<u>Subd. 3. Notification</u> .....	22
<u>Subd. 4. Exclusions</u> .....	22
<u>Subd. 5. Number of Teachers on Personal &amp; Discretionary Leave</u> .....	23
Section 7. <u>Discretionary Leave</u> .....	23
Section 8. <u>Other Short Term Leaves</u> .....	23

Section 9. Jury Duty.....	23
Section 10. Insurance Application.....	23
Section 11. Adoption Leave .....	24
Section 12. Military Leave .....	24
Section 13. Leaves of Absence Without Pay for One Year .....	25
Section 14. Eligibility .....	25
Section 15. Personal School Conference and Activities Leave.....	25
Section 16. Attending Field Trip with Own Child.....	29
<b>ARTICLE X HOURS OF SERVICE .....</b>	<b>26</b>
Section 1. Basic Day .....	26
Section 2. Additional Activities.....	26
Section 3. Assignment of Extracurricular/Co-curricular Duties .....	26
Section 4. Elementary Planning Time.....	26
Section 5. Preparation Time .....	26
Section 6. Flex Time .....	26
Section 7. Teachers' Requests to Leave Before the End of the Student Day .....	26
Section 8. Block Schedule.....	27
Section 9. Class Size.....	27
<b>ARTICLE XI LENGTH OF THE SCHOOL YEAR.....</b>	<b>27</b>
Section 1. Teacher Duty Days .....	27
Section 2. Extended Duty Year.....	27
Section 3. Emergency Closings .....	27
Section 4. Reporting on Cold Weather Days .....	28
<b>ARTICLE XII GRIEVANCE PROCEDURE .....</b>	<b>28</b>
Section 1. Grievance Definition .....	28
Section 2. Representative.....	28
Section 3. Definitions and Interpretations .....	32
Subd. 1. Extension.....	28
Subd. 2. Days .....	28
Subd. 3. Computation of Time .....	28
Subd. 4. Filing and Postmark .....	28
Section 4. Time Limitation and Waiver .....	29
Section 5. Adjustment of Grievance.....	29
Subd. 1. Level I .....	29
Subd. 2. Level II .....	29
Subd. 3. Level III .....	29
Section 6. School Board Review .....	30
Section 7. Denial of Grievance .....	30
Section 8. Arbitration Procedures.....	30
Subd. 1. Request.....	30
Subd. 2. Prior Procedure Required.....	30
Subd. 3. Selection of Arbitrator .....	30
Subd. 4. Hearing.....	30
Subd. 5. Decision .....	31
Subd. 6. Expenses.....	31
Subd. 7. Jurisdiction.....	31

<b>ARTICLE XIII</b>	<b>UNREQUESTED LEAVE OF ABSENCE AND SENIORITY</b>	
	<b>AGREEMENT</b>	<b>31</b>
	Section 1. Purpose	31
	Section 2. Definitions	36
	Section 3. Unrequested Leave of Absences	32
	Section 4. Reinstatement	33
	Section 5. Establishment of Seniority Lists	34
	Section 6. Filing of Licenses	35
	Section 7. Effect	35
	Section 8. Realignment	35
<b>ARTICLE XIV</b>	<b>VACANCIES AND TRANSFERS</b>	<b>35</b>
	Section 1. Publishing of Vacancies	35
	Section 2. Voluntary Reassignments	36
	Section 3. Involuntary Transfers Between Buildings	36
<b>ARTICLE XV</b>	<b>EARLY CHILDHOOD FAMILY EDUCATION / SCHOOL</b>	
	<b>READINESS</b>	<b>36</b>
	Section 1. Statutory Considerations	37
	Section 2. Probationary Period	37
	Section 3. Seniority	37
	Section 4. Layoff and Recall	37
	Section 5. Hours of Service, Duty Day, Duty Week, Duty Year	37
	Section 6. Assignments	37
	Section 7. Class Cancellations	37
	Section 8. Non-regular Hours	38
	Section 9. Preparation Time / Setup and Takedown Time	38
	Section 10. Salary Step Advancement	38
	Section 11. Leaves and Group Insurance	38
	Section 12. School Closings	39
	Section 13. ECFE/SR Salary Schedule	39
<b>ARTICLE XVI</b>	<b>DURATION</b>	<b>44</b>
	Section 1. Term and Reopening Negotiations	40
	Section 2. Effect	40
	Section 3. Finality	40
	Section 4. Severability	40
<b>SCHEDULE A</b>	<b>– 2021-2022</b>	<b>42</b>
<b>SCHEDULE B</b>	<b>– 2022-2023</b>	<b>43</b>
<b>SCHEDULE B4</b>	<b>– EXTRA COMPENSATION – Co-Curricular</b>	<b>44</b>
<b>SCHEDULE C</b>	<b>– EXTRA COMPENSATION CLASS</b>	<b>46</b>
<b>SCHEDULE C-1</b>	<b>– BASE Extra-Curricular 2021-2022</b>	<b>47</b>
<b>SCHEDULE C-2</b>	<b>– BASE Extra-Curricular 2022-2023</b>	<b>47</b>

**CHISAGO LAKES SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 2144  
CHISAGO COUNTY, MINNESOTA**

**AGREEMENT**

**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School District No. 2144, Lindstrom, Minnesota, hereinafter referred to as the School District, and the Chicago Lakes Education Minnesota (“Association”), pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Chisago Lakes Education Minnesota as the exclusive representative of teachers employed by the School District, which Association, shall have those rights and duties as prescribed by the P.E.L.R.A. as described in this Agreement.

Section 2. Appropriate Unit: The Association shall represent all the teachers of the district as defined in this Agreement and in said act.

**ARTICLE III  
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of Section 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals, and assistant principals who devote more than 50 percent of their time to administrative or

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

Section 3. Full-time Teacher: Regularly contracted teachers employed at least .75 FTE will be considered to be full-time teachers and eligible to receive full health, dental and life insurance contributions from the District.

Section 4. Part-time Teacher: Regularly contracted teachers employed at least .5 FTE, but less than .75 FTE, will be eligible to receive pro-rata health, dental and life insurance contributions from the District.

Section 5. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 6. Superintendent: Whenever this Agreement requires or allows the School District's Superintendent to take an action, the action may be taken by the Superintendent's designee.

Section 7. Other Terms: Terms not defined in this Agreement shall have these meanings defined by the P.E.L.R.A.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

Section 1. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations with its primary obligation to provide educational opportunity for the students of the School District.

Section 2. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Association also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of such

laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Reservation of Managerial Rights: A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. (Minn. Stat. §179A.07, Subd. 1).

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

## **ARTICLE V ASSOCIATION AND TEACHER RIGHTS**

Section 1. Request for Dues Checkoff: Teachers shall have the right to request and be allowed dues checkoff for the Association pursuant to the P.E.L.R.A., Minn. Stat. § 179A.06, Subd. 6, as amended. Upon receipt of a properly executed authorization from the Association, the School District will deduct from the teacher's paycheck in sixteen (16) equal bimonthly payments commencing October 15, the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. The School District will deduct dues from long-term substitute teachers' paychecks upon initial hire if they are scheduled to work more than thirty days or after they have actually worked thirty days if the length of their employment was unknown at the time of hire.

Section 2. Personnel Files: Pursuant to Minn. Stat. § 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual teacher shall be available during regular school business hours to each individual teacher to review upon one week's written notice, which may be delivered via email, to the Director Human Resources. No letters of deficiency or discipline may be placed in the teacher's personnel file without providing notice to the teacher. The teacher shall have the right to have an Association representative present during the review, reproduce any of the contents of the files at the teacher's expense and to submit a response to any material contained therein which they feel is false or inaccurate. Teachers may challenge documents in their personnel file pursuant to Minn. Stat. § 122A.40, subd. 19. However, the School District may destroy such files as provided by law.

Section 3. Just Cause: No teacher shall be disciplined without just cause. The principles of progressive discipline shall apply. During any investigation a teacher may



be suspended. Such suspension shall be with pay. Discipline may include suspension without pay but suspension without pay shall not exceed 15 duty days. Suspensions without pay are subject to the grievance procedure. In the event a teacher timely grieves a suspension without pay, the grievance shall go directly to arbitration in accordance with Article XII, Section 8.

Section 4. Licensure: Failure to be properly licensed to teach the assigned courses as of the first staff development day of the school year, or at any time during the school year, shall constitute just cause for a teacher's discipline.

Section 5. Union Leave: Officers and representatives of the Association shall be granted up to ten (10) paid days annually, non-accumulative, to be divided among the officers and representatives to attend meetings or otherwise conduct the business of the Association as exclusive representative. Association leave days requested in excess of ten (10) days, not exceeding a maximum of twenty-five (25) days will be granted to such officers and representatives with the Association reimbursing the School District at the rate of 125% of the daily cost of a substitute teacher, if one is hired. The Association agrees to notify the Director of Human Resources by email or phone prior to the use of any leave.

Section 6. Access to Worksites: With prior approval of the building administrator, representatives of the Association shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with union members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt the normal work responsibilities.

## **ARTICLE VI BASIC SCHEDULES AND RATES OF PAY**

### Section 1. Basic Compensation:

Subd. 1. 2021-2022 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective for the 2021-2022 school year.

Subd. 2. 2022-2023 Rates of Pay: The wages and salaries reflected in Schedule B, shall be effective for the 2022-2023 school year.

Subd. 3. Additional Compensation for School Counselors and Deans: Secondary school counselors and deans shall receive an additional 5% of their basic annual salary as determined by their placement on the salary schedule. To the extent only one secondary school counselor is employed in one building, that individual will receive

an additional 5% of their basic annual salary so that their total annual salary is increased by 10%.

Subd. 4. Department Heads and Elementary Content Leaders: Teachers may be assigned to serve as Department Heads and Elementary Content Leaders for two year terms. Department Heads and Elementary Content Leaders will be required to attend one hour of summer training each school year. Department Heads and Elementary Content Leaders will meet with the Director of Curriculum throughout the school year as needed for training and planning purposes. With Administrative approval, probationary teachers could be assigned to serve as a Department Head, or Elementary Content Leader. The compensation for these positions, one half of which shall be paid after the conclusion of each semester, is:

<u>Position</u>	<u>Annual Stipend</u>
Department Heads	\$500 + \$50 per team member, up to \$1,000 maximum total allocation per Department
Elementary Content Leaders	\$250 per content area (language arts, math, science, social studies) with a \$1000 maximum total allocation per grade level per building. Thus, if one teacher serves as the elementary content leader for all four content areas, the teacher will receive a total of \$1000. If a grade level chooses to have two leaders cover the four areas, each leader will receive a total of \$500.

Subd. 5. Additional Compensation for Mentor Teachers: Tenured teachers shall be assigned to work as mentors for new teachers during Year One and will be assigned on an as needed basis for Year Two and Year Three by the School District. Occasionally, the School District may assign a non-tenured teacher to be a mentor. The compensation for the Mentor Teachers, one fourth of which shall be paid on November 15; January 31; March 15 and May 31, is:

Year One - \$1,500  
Year Two - \$1,000  
Year Three - \$500

Subd. 6. Additional Compensation for Nat'l Board Certification: A teacher who has received National Board Certification will receive extra compensation in the amount of \$1,000 per year to be added to their annual salary and paid in 24 pay periods.

Subd. 7 Additional Compensation for Certificate of Clinical Competence: Upon written proof by a speech/language pathologist that they have received a Certificate of Competence (CCC) and prior approval by the School District, a speech/language pathologist will receive extra compensation in the amount of \$1000.00 per school year to be added to their annual salary and paid in 24 pay periods.

The dues necessary for the speech/language pathologist to maintain their Certificate of Competence (CCC) will be paid by the school district. The speech/language pathologist must submit their American Speech Hearing Association (ASHA) invoice to the school district and the school district will pay the invoice directly to ASHA on behalf of the speech/language pathologist.

Subd. 8 Additional Compensation for Technology Integration Specialists and District Media Specialist: Technology Integration specialists and District Media Specialists will be paid at their daily rate of pay for hours assigned outside the school year. Prior approval must be given for hours outside the school day. Up to three (3) days of this time may be placed as compensatory time into their personal leave account. If at a conference or training, pay will be according to Schedule B-4.

## Section 2. Status of Salary Schedule:

Subd. 1. Withholding Salary Increases: The salary schedule is not to be construed as a part of the teachers continuing contract and the School District reserves the right to withhold increment advancement, lane changes or any other salary increases when a teacher fails to perform his/her duties satisfactorily. The School District shall give written notice before June 1 and the reason for such actions, and said action is subject to the grievance procedure. The teacher shall be eligible for advancement upon satisfactory correction of the deficiency.

Section 3. Placement on Salary Schedules: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be relevant to the teacher's current teaching assignment or teaching license.

Subd. 2. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved as being relevant to the teacher's current assignment or an area of his/her teaching license by the Superintendent in writing prior to taking the course.

Subd. 3. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of C or higher. The Superintendent will have discretion to approve credits for advancement on the salary schedule that are not graduate credits provided that the course involves specialized training that may not be available at the graduate level. The salary schedule is based on quarter credits earned. Semester credits earned are multiplied by 1.5 to determine the quarter credit equivalent.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each year, providing a transcript or letter of completion of class from the course instructor of qualified credits is submitted to the Superintendent's Office, as follows:

Full year lane change credit - no later than September 15

One-half year lane change credit - no later than January 15

Forms for lane changes are available online. Credits submitted by transcript after January 15, even though otherwise qualifying, shall not be considered until the following year.

Subd. 5. Advanced Degree Program: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the School Board and the degree program is approved in writing by the Superintendent in advance.

Subd. 6. Lane Advancement – BA+75: If a teacher reaches the BA+75 lane and thereafter earns a Master's degree, the teacher will only need fifteen (15) credits to advance to the MA+30 lane.

Subd. 7. Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary or extracurricular schedule as agreed between the School District and the teacher. However, no teacher will be placed on the salary or extracurricular schedule in a position beyond his/her years of experience.

Subd. 8. Step Advancement: A teacher must be under contract a minimum of 110 actual teaching days in a school year to qualify for a salary step advancement.

Subd. 9. Career and Technical Education: A teacher may advance on the lanes of the salary schedule through the development of a portfolio required to earn a career and technical education certification. For purposes of lane advancement, completion of a portfolio shall be deemed to be equivalent to 3 quarter credits. All portfolio work required to earn a career and technical education certification must be pre-approved by the Superintendent in writing prior to the work being done in order for the work to count for lane advancement. If the teacher takes any classes in order to earn career and technical education certification, the credits earned shall count toward lane change advancement provided that the Superintendent has approved the credits in writing prior to the teacher taking the course.

Section 4. Payment of Base Salary. The base salary will be paid twice monthly on a 12-month basis. Days of payment will be the 15th and the last day of the month. Payment will be made by direct deposit.

Section 5. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Section 6. Long Term Substitutes:

Subd. 1. Long-term substitute teachers are entitled to contractual salary schedule placement according to the following:

- From Day 1, if the District knows that the assignment will be longer than 30 days prior to the start of the assignment; or
- From the point in time the District, in good faith, knows that the assignment will be longer than 30 days; or
- Beginning on Day 31, if the assignment extends beyond 30 days.

Subd. 2. Substitute teachers who achieve bargaining unit status as a long term substitute at least once during a given school year and work a minimum of at least 20 hours per week and 120 days in that school year will receive the following from the District:

Contractual salary placement retroactive to the first date of bargaining unit status as per Subd. 1 above.

Six (6) days of Sick Leave and one (1) Personal Leave day retroactive to the first day of substitute teaching in the District that school year. Substitute teachers who meet the day and hour criteria in Subd. 1 above will be entitled to have up to six (6)

unpaid sick leave days and/or one (1) personal leave day taken prior to the 120<sup>th</sup> day of employment re-designated as paid leaves, provided the reasons for the leave fall under the reasons for paid sick or personal leave set forth in Article IX of the collective bargaining agreement and the length of the leave does not exceed the teacher's retroactively designated leave accruals. However, substitute teachers who do not use any personal leave they may earn are not entitled to be paid for any unused personal leave days pursuant to Article IX, Section 7, and subd. 1.

Subd. 3. Salary schedule placement for retired Chisago Lakes teachers returning for long-term substitute assignments will be made by crediting the returning teacher with their appropriate education-related lane placement, but only placing the teacher on Step C of the appropriate lane.

## **ARTICLE VII EXTRA COMPENSATION**

Section 1. Extra Compensation Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be for the 2021-2022 and 2022-2023 school years.

### Section 2. Severance Pay:

Subd. 1. Teachers whose first date of service was on or before November 1, 1996 and who have completed at least ten (10) years of continuous service with the School District and who are immediately eligible to receive a Minnesota Public Pension shall be eligible for severance pay pursuant to the provisions of this Section upon submission of a written resignation accepted by the School Board.

Subd. 2. Teachers whose service includes only part-time or any combination of part-time and full-time continuous service will be paid according to the combined total of teaching experience. (Example: Five years as full-time + five years as half-time = 7.5 years.)

Subd. 3. Eligible teachers will receive severance pay based on the option they selected in 2001. The School District does not make any representations regarding how the IRS will treat this irrevocable election for income tax purposes.

Option A. Eligible teachers, upon retirement shall receive as severance pay an amount representing five (5) days pay for each full year of service, but not to exceed a total of 100 days. Teachers whose service includes only part-time or any combination of part-time and full-time continuous service will be paid according to the combined total of teaching experience. (Example: A teacher who worked five years full-

time and five years as half-time would have 7.5 years of service for purposes of determining service credit.)

Option B. Eligible teachers, upon retirement, shall receive severance pay based on the teacher's accrued unused sick leave up to a maximum of one hundred (100) days at the teacher's daily rate of pay. Unused sick leave days may accumulate to a maximum of 100 days per teacher. However, for the purposes of severance pay, there will be no limit on the number of accumulated sick leave days allowed.

Subd. 4. If an eligible teacher failed to timely make a selection between Options A and B, they were automatically enrolled in Option A.

Subd. 5. In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 6. Severance pay and early retirement incentive shall not be granted to any teacher who is discharged by the School District.

Subd. 7. In addition, retirees will have the option of staying in the School District's group health insurance plan by paying the entire premium prior to the first day of the month.

Subd. 8. Subject to the limitations listed herein, the School District will contribute 100% (one hundred percent) into the retiree's MSRS Post-Retirement Health Care Savings Plan account. [Note: Any aggregate amounts that were otherwise eligible for tax deferral under the School District's 403b match are not eligible to be used in the calculation for health care savings plans.] These accounts will be wholly and solely funded by the retiree's accumulated severance pay. The retiree will not receive any direct payment from the School District for severance pay.

Subd. 9. The School District's contribution(s) into the retiree's MSRS account will be made within 60 calendar days after the retiree's effective date of retirement, subject to the provisions of Subd. 8 above.

### Section 3. 403(b) Roth 403(b) Plan:

Subd. 1. Eligibility: The School District will make matching contributions for a teacher to a state-approved tax-deferred matching contribution plan, in an amount not to exceed the following, provided that:

a) The teacher has also authorized a matching salary deduction payable to the 403b plan.

b) A teacher shall notify the School District in writing no later than September 15 of their intention to participate in the 403(b) plan and the amount they want matched, which shall not exceed the amount the teacher is eligible for based on their years of service to the School District as specified in the schedule below.

c) Teachers will notify the district office by September 15 if they would like to choose the Roth 403(b) option for that school year. The District will provide a special notification to allow teachers to begin enrolling in the Roth 403(b) before the end of the 2021-2022 school year.

<u>Years of Consecutive Service in Chisago Lakes</u>	<u>Matching District Contribution</u>	
	<u>2 0 2 1 - 2 0 2 2</u>	<u>2 0 2 2 - 2 0 2 3</u>
Probationary	\$500	\$500
Continuing Contract Status - 10	\$700	\$825
11 – 15	\$1,000	\$1,125
16 – 20	\$1,500	\$1,625
20+	\$2,200	\$2,325

Part-time teachers will receive a pro rata contribution to a 403(b).

Subd. 2. Maximum Career Contribution: The maximum cumulative amount that the School District will contribute towards a 403(b) plan for a teacher over the course of their career with the School District shall be equal to the value of one hundred (100) days of pay at the teachers' daily rate of pay at the highest step and furthest lane on the salary schedule which is currently STEP QC4 and lane MA+60.

Subd. 3. Coordination with Severance Pay: Upon retirement, the total cumulative amount of the School District's contributions toward a teacher's 403(b) plan shall be deducted from any amount of severance pay the teacher otherwise would be entitled to under Article VII, Section 2.

Subd. 4. Approved Plans: The 403(b) plan shall be subject to all of the requirements of Minn. Stat. § 356.24, as amended, and Internal Revenue Code § 403(b).

#### Section 4. Minnesota State Retirement System - Post Retirement Health Care Savings Plan:

Subd. 1. All full-time teachers who have completed at least ten consecutive years of actual teaching service in Independent School District No. 2144 will have a contribution made by the District to their individual account with the Minnesota State



Retirement System Post-Retirement Health Care Savings Plan. An approved leave of absence, including placement on unrequested leave, will not constitute a break in service, but will not constitute a year of service, for purposes of determining a teacher's eligibility for a MSRS contribution. A resignation will constitute a break in service and if the teacher is rehired, the teacher will have to complete ten years of consecutive service after having been rehired to be eligible for a MSRS contribution. This contribution will be made at the conclusion of each year of service with the District according to the following schedule:

<u>Years of Svc in ISD 2144</u>	<u>Amount of Contribution</u>
10-15	\$250
16-20	\$500
21-24	\$750
25+	\$1,000

Part-time teachers shall receive pro-rata credit for each year of service they have completed in Independent School District No. 2144 in order to determine their eligibility for a District contribution. If the teacher is eligible, the teacher shall receive a pro-rata District contribution to their MSRS account based on what their FTE in the year the contribution is made.

Section 5. Sick Leave Buy Back: Effective for the 2016-2017 school year, each teacher who has at least 800 hours of unused sick leave can request to be paid \$100 for one (1) unused sick leave day up to a maximum of six (6) unused sick leave days for a maximum total of \$600 to be placed in the teacher's MSRS account by August 31 of each school year. These days will be deducted from the teacher's sick leave account. One day equals eight (8) hours for a full-time teacher.

Section 6. Career Increments: Full-time teachers who are beginning at least their 20<sup>th</sup> year of **combined** teaching service will be eligible for an annual career increment. A teacher must actually teach at least 110 days in a single school year for that year to count as a year of service for determining eligibility for a career increment. An approved leave of absence, including placement on unrequested leave, will not constitute a year of service for purposes of determining a teacher's eligibility for a career increment. If a part-time teacher is eligible, the teacher shall receive a pro-rata career increment based on what their FTE is the year the career increment is paid. Career increments will be paid as part of the teacher's regular salary payments. Example: Full-time teachers will have \$3,000 added to the annual salary specified for their placement on the salary schedule at the start of their twentieth (20<sup>th</sup>) year of combined teaching service, rather than after they have completed their 20<sup>th</sup> year of service.

Subd. 1 2021-2023 School Years:

- a. 20-24 years: Teachers who are beginning their 20<sup>th</sup> through 24<sup>th</sup> year of combined teaching service will receive a career increment of \$3,500.00 for 2021-2022 and 2022-2023.
- b. 25-29 Years: Teachers who are beginning their 25<sup>th</sup> through 29<sup>th</sup> year of combined teaching service will receive a career increment of \$4,450.00 for 2021-2022 and 2022-2023.
- c. 30-34 Years: Teachers who are beginning their 30<sup>th</sup> through 34<sup>th</sup> year of combined teaching service will receive a career increment of \$5,300.00 for 2021-2022 and 2022-2023.
- d. 35 Years and Over: Teachers who are beginning their 35<sup>th</sup> and over years of combined teaching service will receive a career of \$6,150.00 for 2021-2022 and 2022-2023.

Subd. 2. Posting: The combined years of teaching service spreadsheet will be sent by the District to CLEM to be posted in each school building by December 1 or thirty (30) days after a new contract is approved, whichever is later. Any person who disagrees with their placement shall have twenty (20) working days from the date of posting to supply written documentation or other proof and request a change to the combined years of teaching service spreadsheet to the Director of Human Resources. Within ten (10) days thereafter, the School District shall evaluate any and all written communications regarding the accuracy of the combined years of teaching service spreadsheet and make such changes to the spreadsheet as it deems warranted. A final combined years of teaching service spreadsheet shall thereafter be posted until thereafter revised.

**ARTICLE VIII  
FRINGE BENEFITS**

Section 1. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The School District shall contribute the sum of up to \$7,250 for the 2021-2022 and 2022-2023 school years towards the premium for coverage of each full time teacher employed by the School District who qualifies for and is enrolled in the District's certified group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: The School District shall contribute the sum of up to \$12,480 for the 2021-2022 and 2022-2023 school years toward the premium of

dependent coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the District's certified employee group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Teachers Married to Other School Employees: The School District will pay 100% of the premium for the School District's \$500 deductible CMM group health and hospitalization plan for a full-time teacher who is married to another full-time district employee provided they have one or more dependents and one spouse does not take any other School District health insurance plan. If the married employees do not have any dependents, they each must take single coverage in the plan of their choice. The School District will also pay 100% of the premium per family for the School District's \$500 deductible CMM group health and hospitalization plan for a full-time teacher who has a dependent who is a full-time district employee provided either the teacher or the teacher's dependent does not take any other School District health insurance plan and does not have dependents. If the \$500 deductible CMM group plan is terminated by the School District, then the premium for the \$200 deductible CMM group plan will be used to determine the School District's contribution for teachers married to another district employee.

Subd. 4. Consumer Driven Health Plan Option: The School District will make available a Consumer Driven Health Plan "CDHP" to all qualified bargaining unit members who exercise their option to enroll in the District's certified group high deductible health insurance plan. For the 2021-2022 and 2022-2023 school years, for each full-time employee who qualifies for and is enrolled in the District's certified group high deductible health insurance plan, the School District will contribute \$1,000 to the HSA or VEBA account for employees who have single coverage and \$2,000 to the HSA or VEBA account for employees who have dependent coverage and \$3000 per family for teachers who are married to another district employee or who have a dependent who is another district employee and who have elected family CDHP options. The plan that the employee is enrolled in on October 1 will determine the School District's contribution. If an employee experiences an Internal Revenue Service qualifying life event after October 1, the District's contribution will be prorated accordingly. If an employee changes plans and has a medical Flexible Spending Account ("FSA"), the School District's contribution to the HSA will not be made until January 15 or as otherwise compliant with Internal Revenue Service regulations. One-half of the District's contribution will be deposited into the employee's HSA account on October 15 and the other one-half will be deposited on February 28 or 29, in a leap year. An employee has 30 days from the qualifying life event to change insurance plans. Once approved by the insurance company, the District will deposit the prorated contribution within 30 days of the insurance company's approval.

Subd. 5. Post-Retirement: Eligible retirees shall be allowed to continue to participate in the District's certified health insurance plan after retirement by paying the full premium amount in accordance with Minn. Stat. §471.61, as amended.

## Section 2. Long Term Disability Insurance:

The School District shall contribute the entire cost for the 2021-2023 school years of the premium for long term disability insurance for full time teachers employed by the School District who qualify for and are enrolled in the School District's group long term disability plan.

## Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute the sum of up to \$480 for the 2021-2023 school years towards the premium for individual coverage for each full time teacher employed by the School District who qualifies for and is enrolled in the School District's dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: The School District shall contribute the sum of up to \$1,105.00 for the 2021-2023 school years towards the premium for dependent coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions. Teachers married to another School District employee who is also eligible for a School District contribution toward the premium for dental insurance will not be permitted to have both individual and dependent coverage.

Subd. 3. Dependent with Orthodontia Coverage: The School District shall contribute the sum of up to \$1,325.00 for the 2021-2023 school years towards the premium for dependent with orthodontia coverage for each full time teacher employed by the School District who qualifies for and is enrolled in the School District's dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Life Insurance:

Subd. 1. The School District shall provide during the 2021-2023 school years a term life insurance policy in the amount of \$50,000 for each teacher.

Section 5. Selection: The selection of the insurance carrier and policy shall be made by the School District with the cooperation of the staff.

Section 6. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance by an insurance carrier.

Section 7. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this Article as long as the teacher is employed full time by the School District. Upon termination of employment, all district participation and contribution shall cease.

Section 8. Eligibility.

Subd. 1. Full-Time Teachers: Regularly contracted teachers who are employed at least .75 FTE will be considered to be full-time teachers under this Article and are eligible to receive full health, dental and life insurance contributions from the District.

Subd. 2. Part-Time Teachers: Regularly contracted teachers employed at least .5 FTE, but less than .75 FTE, will be considered to be part-time teachers under this Article and are eligible to receive pro-rata health and dental insurance contributions from the District. Teachers employed less than .5 FTE will not be eligible for any District insurance contributions.

**ARTICLE IX  
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Sick leave will be granted to full time teachers on the following basis: 12 days per school year during the first and second year of employment with the District, and 15 days per school year during the third and every subsequent year of employment with the District. Annual sick leave will accrue monthly as it is earned on a proportionate basis to the teacher's work year. Teachers who do not have any paid duty

days during a month of the regular school year will not earn or accrue any additional sick leave for that month.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred fifteen (115) days of sick leave per teacher during a single school year. However, a teacher may only carryover up to a maximum of one hundred fifteen (115) days of sick leave to the following school year. However, for the purposes of severance pay, there will be no limit on the number of accumulated sick leave days allowed.

Subd. 3. Sick leave with pay shall be allowed whenever a teacher's absence is due to illness or disability which prevented his/her attendance at school and performance of duties on the day or days. Use of sick leave with pay to care for family members who are ill or injured shall be granted in accordance with Minn. Stat. §181.9413 as amended. Family members covered by Minn. Stat. §181.9413 include minor and adult children, a spouse, sibling, parent, grandparent, or stepparent. Any amendments to the definition of family members covered by Minn. Stat. §181.9413 shall be incorporated into the Master Agreement upon the effective date of the amendment. Sick leave with pay may also be granted for any other relative or non-relative who stands in the same relationship with the teacher as the family members mentioned above as determined by the School District.

Subd. 4. A teacher may be required to furnish a medical certificate from the school health officer or a qualified physician as evidence of his own illness or disability, or if the use of sick leave is based on the illness or disability of a family member, the disability or illness of that family member, indicating such absence was due to illness or disability in order to qualify for sick leave pay. In the event the teacher has not already consulted a physician, and the School District requests a medical certificate, the School District will pay any additional cost of obtaining said certificate, but not to exceed the normal charge for an office call. In this case, the School District reserves the right to select the physician. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 6. Sick leave pay shall be approved only upon a submission through the electronic AESOP system.

Subd. 7. Emergency Sick Leave Pool (ESLP).

A. The District and Association have developed an emergency sick leave pool (ESLP) for qualifying teachers who have exhausted their leave options. Teachers may apply for additional days of paid leave from the ESLP when they are experiencing or will experience a medical emergency. The ESLP will be filled by voluntary donations from members of the teachers' unit to support colleagues experiencing a medical emergency.

1. A "medical emergency" is defined as a medical condition of the teacher that will require the prolonged absence of the teacher from duty and will result in a substantial loss of income because the teacher has exhausted all forms of paid leave.
2. A prolonged absence is defined as an absence of three or more consecutive duty days.
3. Pregnancy and childbirth qualify as a "medical emergency" if the teacher's medical condition requires a prolonged absence from duty and will result in a substantial loss of income to the teacher because she has exhausted all other forms of pay.
4. To qualify as a medical condition under Subdivision 7, the condition must be accepted as valid by the mainstream medical community. Multiple chemical sensitivity (MCS), idiopathic environmental illness, and electromagnetic hypersensitivity are examples of conditions that are not accepted as valid by the mainstream medical community.
5. Leave to care for relatives and children with a medical emergency will follow the eligibility and limitations of Minnesota Statutes Chapter 181.

B. In order to be eligible to receive leave from the ESLP, teachers must be regularly contracted with the District and must donate a minimum of eight (8) hours of sick leave and may donate up to sixteen (16) hours of sick leave per school year by October 1 of the year in which the teacher seeks to receive leave from the ESLP. All donations are private, but information about donations may be shared with CLEM and the ESLP Committee. Once a teacher donates hours to the ESLP, the teacher may not retract or reclaim the donated sick leave for any reason. If at any point the ESLP runs out of leave, the District and Association may request additional voluntary donations.

1. If the ESLP has more than 600 hours on October 1, no donation will be taken for that school year, except as stated below.

2. If the ESLP has more than 600 hours on October 1, new teachers will be eligible to receive leave from the ESLP if they contribute a minimum of eight (8) hours of sick leave to the ESLP by October 1 of the current year.

C. An ESLP Committee (Committee) will be established to approve and deny requests for leave from the ESLP. The Committee will be made up of two members. The Superintendent will appoint one member, and CLEM will appoint one member. In the event of a tie vote, a request will be deemed to have been approved. CLEM agrees to defend and indemnify the District against any claim arising out of or relating to the following: (1) a vote by the CLEM appointee on the Committee to deny a request for leave, or (2) the requirement to submit an application and medical documentation to CLEM appointees on the Committee.

D. A teacher who has exhausted or will exhaust all forms of paid leave because of a medical emergency may apply for leave from the ESLP by submitting the following to the Committee: (1) a written application on a form prescribed by the District; (2) a medical certification from the teacher's treating physician; and (3) a signed authorization giving the District permission to disclose and discuss the application and medical certification with the Committee member. Teachers may not begin to use sick leave from the ESLP until the Committee has approved the written application. No application will be approved if the ESLP does not contain donated days of leave.

E. No teacher may withdraw more than thirty (30) days every three years from the ESLP. Exceptions to this would be presented and acted upon by the Committee.

F. Teachers will immediately become ineligible for the ESLP if they become eligible to receive long term disability benefits, worker's compensation, or other pay or other benefits in place of any part of their salary.

G. The ESLP is intended to be cost-neutral to the District. Nothing in Subdivision 7 may be interpreted in a manner that would increase the District's financial obligations.

Section 2. Worker's Compensation: Pursuant to M.S. 176.221, as amended, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave to receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his accrued sick leave. If a teacher chooses not to use sick leave while receiving workers compensation, then he/she will only receive a payment that will be limited to eligibility under the workers compensation statutes, which is usually 2/3rds of their salary.



### Section 3. Emergency Leave:

Subd. 1. Bereavement (Immediate Family): Up to five (5) days leave shall be allowed, the days not to be deducted from sick leave, for death in the teacher's immediate family; additional time may be granted and deducted from sick leave at the discretion of the Superintendent depending on the circumstances, if additional time is needed. Immediate family is defined as the teacher's spouse, domestic partner living in the home, grandparent, parent, child, grandchild, brother, sister, aunt, uncle, niece, nephew, or the teacher's spouse's or teacher's domestic partner's grandparent, parent, child, grandchild, brother, sister, aunt, uncle, niece or nephew, or other relative living in the same household as the teacher.

Subd. 2. Bereavement (Others): Bereavement leave for friends and other family not listed above may be granted subject to the discretion of the Building Principal. Leave under this section will be limited to two (2) days per school year and will be deducted from the employee's individual sick leave account.

Section 4. Sabbatical Leave: The School District, upon recommendation of the Superintendent, may grant a sabbatical leave to two (2) full time teachers per year for the purpose of study. The granting of such leave will be at the sole discretion of the board. Full time teachers on sabbatical leave shall receive no salary compensation during the period of absence, however, health and hospitalization insurance will be paid according to the Master Agreement. The employee, upon return from sabbatical leave, shall be restored to his/her former position, or other position mutually agreed upon.

### Section 5. Child Care Leave:

Subd. 1. A child care leave shall be granted by the School District subject to the provision of this Section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least two (2) calendar months before commencement of the intended leave.

Subd. 3. Any teacher shall have the right to receive a child care leave of absence without pay for the purpose of maternity, paternity, adoption, or child care or a combination thereof. This leave may also be taken following the utilization of the disability provisions provided in Article IX, Section 1, Subdivisions 3 and 4. A pregnant teacher or a teacher seeking paternity leave will also provide, at the time of the leave application, a statement from the physician treating the pregnancy indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. The School District shall grant a child care leave of up to four (4) school quarters to any teacher who makes a written application for such leave. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not in any event be required to:

- (1) Grant any leave which affects more than one (1) school calendar year.
- (2) Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from the child care leave shall resume his/her former teaching duties or other position mutually agreed upon unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have 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.

Subd. 9. 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 the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance 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 right to continue participation in such group

insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

Subd. 11. Leave under this Section shall be without pay or District contributions to fringe benefits, except that a full-time teacher will be granted up to ten (10) days leave immediately prior to or within one year of the birth or adoption of a child for paternity leave or adoption of a child, to be deducted from the accrued sick leave days earned by the teachers, if sick leave days have been accrued prior to the leave.

#### Section 6. Personal Leave:

Subd. 1. Definition/Number of Days: A full-time teacher will be permitted a maximum of two (2) full days of personal leave each school year for any reason. Personal leave days may be accumulated up to five (5) full days. (Note: There shall be an automatic carryover of up to three (3) full days of personal leave.) After the automatic carryover, the district will buy back any remaining unused personal leave days at the rate of \$240 per day. Payment will be made in June each year for all unused personal days which were not carried forward. Personal leave days are not to be deducted from accrued sick leave days.

Subd. 2. Compensatory Time: Teachers may choose to be credited with one hour of compensatory leave for every hour they substitute for an absent teacher during their prep time, instead of being paid for substituting. Teachers who want to be credited will be responsible for timely entering into AESOP any compensatory leave they earn by substituting for another teacher. Teachers who want to be paid at the rate of thirty dollars (\$30) per hour in the next payroll for time spent substituting for another teacher must submit a claim form to the District office. Teachers must earn and be credited with eight hours of compensatory leave to earn an additional day of paid leave (i.e. compensatory time used). Compensatory leave must be used during the school year in which it is earned or it will be automatically converted to a personal day (or hours) pursuant to Subd. 1. Personal Leave.

Subd. 3. Notification: A request for personal leave shall be made on AESOP. The request must be submitted at least three (3) days in advance and the teacher will be responsible for preparing all classroom materials for that day. In an emergency situation, only the Superintendent may waive the three (3) day requirement.

Subd. 4. Exclusions: No requests will normally be granted during the first or last five (5) student contact days of the school year except to attend a school related event (e.g. High School League sponsored events, professional meetings, college graduation of teacher's child, etc.). Personal leave cannot be used with unpaid leave to

extend school holidays. Exceptions to these exclusions may be granted at the Superintendent's discretion.

Subd. 5. Number of Teachers on Personal and Discretionary Leave: A maximum of the greater of 5% or three teachers at any building level will be granted personal and/or discretionary leave for the same day on a first come, first serve basis.

Section 7. Discretionary Leave: After completing at least 15 years of service with the Chisago Lakes School District, a teacher will be eligible to take one discretionary leave during their career of up to five days. If the teacher uses less than five days of discretionary leave, the remaining days will be forfeited. Discretionary leave days must be taken consecutively during a single school year and may be combined with personal leave. Teachers will have a half a day's pay deducted for every day of discretionary leave they take. Teachers must submit a written request that may be submitted by email, to take discretionary leave to the Superintendent at least ten (10) working days before the leave would begin, except in the case of an emergency. A maximum of the greater of 5% or three teachers at any building level will be granted personal and/or discretionary leave for the same day on a first come, first serve basis.

Section 8. Other Short-Term Leaves: Full time teachers who request other short term leaves above and beyond those classified in this contract may request them at least three (3) days in advance. Their request shall state the reason for the proposed leave. The maximum number of duty days of other leave that may be granted to unit members during a single school year is equal to 25% of the number of full-time teachers (FTEs) in the bargaining unit as of September 1 each school year. All leaves must have prior approval. All leaves will be without pay. The School District will notify Chisago Lakes Education Minnesota of the unpaid days their members take in a school year in a timely manner.

Section 9. Jury Duty: If a teacher is summoned for jury service, he/she shall inform the Director of Human Resources of the time and place of jury service. The employee will be released with pay minus \$15.00 per day or the amount received for serving as a member of the jury. Employees will be allowed to keep the mileage expenses for this service.

Section 10. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

### Section 11. Adoption Leave:

In the case of a foreign adoption that requires going to a foreign country, with proper documentation, the teacher will be granted up to ten (10) additional days for travel and completion of the adoption process. Upon request, the Superintendent may increase the number of days of adoption leave in excess of 20 to be granted at the Superintendent's sole and un-grievable discretion.

Section 12 Military Leave: Military leave shall be granted to a teacher pursuant to Minn. Stat. § 471.975 and other applicable law.

Subd. 1. Subject to the limits of Subd. 2, the School District will pay to each eligible member of the National Guard or other reserve component of the armed forces of the United States an amount equal to the difference between the teacher's basic active duty military salary and the salary the teacher would be paid as an active District employee, including any adjustments the teacher would have received if not on leave of absence. The pay differential will be based upon a comparison between the teacher's daily rate of active duty pay, calculated by dividing the teacher's military monthly salary by the number of paid days in the month, and the teacher's daily rate of pay for the teacher's District salary, calculated by dividing the teacher's total District salary by the number of contract days. The teacher's salary as a District employee includes the teacher's basic salary and any additional salary the teacher earns from the District for co-curricular activities. The differential payment under this paragraph is the difference between the daily rates of pay times the number of District contract days the teacher misses because of military active duty. This payment will be made only to a teacher whose basic active duty military salary is less than the salary the teacher would be paid as an active District employee. Payments may be made at the intervals at which the teacher received pay as a District employee. Payment under this section will not extend beyond four years from the date the teacher reported for active service, plus any additional time the teacher may be legally required to serve.

Subd. 2. If making payments under Subd. 1, the District will place a sum equal to any difference between the amount of salary that would have been paid to the teacher who is receiving the payments and the amount of salary being paid to substitutes for that teacher into a special fund that will be used to pay or partially pay the deployed teacher's payments under Subd. 1. The District's payments to the deployed teacher under Subd. 1 will not exceed this amount.

Subd. 3. The District will continue the teacher's enrollment in health and dental coverage, and the employer contribution toward that coverage, until the teacher is

covered by health and dental coverage provided by the armed forces. If the teacher had elected dependent coverage for health or dental coverage as of the time that the teacher reported for active service, the District will offer the teacher the option to continue the dependent coverage at the teacher's own expense. The District will permit the teacher to continue participating in any pretax account in which the teacher participated when the teacher reported for active service, to the extent of employee pay available for that purpose.

Section 13. Leaves of Absence Without Pay for One Year: The School Board reserves the right to grant teachers' requests for a one year leave of absence at its sole and unreviewable discretion. The School Board's decision to deny a teacher's request for an unpaid leave of absence is not subject to the grievance procedure under Article XII. Beginning with the school year 2022-2023, a teacher who takes a leave of absence pursuant to this section must notify the District no later than February 1, if the teacher intends to return. A teacher who fails to provide timely notice will be deemed to have irrevocably resigned from employment effective at the end of the school year.

Section 14. Eligibility: All regularly contracted teachers shall be eligible for pro-rata paid leaves under this Article, i.e. a teacher regularly contracted for a .5 FTE (4 hours per day) will be eligible for two days of personal leave of 4 hours per day.

Section 15. Personal School Conference and Activities Leave: The School District will provide conference and activities leave for a teacher's dependent student (s) in accordance with Minnesota Statute. The teacher must provide proper notice of at least three (3) days prior to the time of proposed leave. Such leave will be deducted first from the teachers' accrued personal leave and then from the teacher's accrued sick leave. At the discretion of the building principal, if the leave reasonable can be covered by another staff member or the teacher will be providing supervision of a School District activity in which the teacher's own child is participating, leave shall be allowed without a deduction from accrued personal/sick leave.

Section 16. Attending Field Trips with Own Child. If, with the organizing teacher's recommendation, the principal approves and assigns a teacher to supervise students on a field trip, and the teacher's own child happens to be going on the same field trip, the teacher will be paid for the time. However, if a teacher elects to go on a field trip with his or her own child, and the principal has not assigned the teacher to supervise other students on the trip, the teacher is attending the trip in a personal capacity and will not be paid for any time related to the field trip, unless the teacher uses accrued personal leave.

## **ARTICLE X HOURS OF SERVICE**

Section 1. Basic Day: The teacher's basic day shall be eight (8) hours inclusive of a duty free lunch.

Section 2. Additional Activities: In addition to the basic school day, teachers may be required to reasonably participate in school activities beyond the teacher's basic day to attend to those matters requiring their attention, including consultation with parents, faculty meetings, curriculum meetings and other professional teaching responsibilities.

Section 3. Assignment of Extracurricular/Co-curricular Duties: The School District, or its designated representative may assign the teacher to extracurricular, or other assignments subject to established compensation of such services. An assignment shall not be made without agreement of the teacher except where no qualified teacher is willing to assume the assignment. In such case, the assignment shall be only on a year-to-year basis until a qualified teacher is available to accept the assignment. In the event that involuntary assignments are necessary, such assignments shall be rotated as equitably as practicable among the eligible staff and giving consideration to a teacher's training, experience, aptitude, and teaching load.

Section 4. Elementary Planning Time: The School District will schedule a three-hour block of elementary planning time two afternoons a year.

Section 5. Preparation Time: Full-time teachers shall have an average of 250 minutes of preparation time per week, with the weekly average to be calculated in a two week cycle, during the student day. The preparation time for part-time teachers will be pro-rated.

Section 6. Flex Time: Principals may approve teachers' requests to alter their hours in the building for either the current school year or for specified days. In no event may a full-time teacher's daily schedule start later than the beginning of the student contact day nor end earlier than the end of the student contact day. Teachers' whose requests for flex time for the entire school year have been granted will nevertheless be required to attend all meetings, even if the meetings occur outside of that teacher's flex time hours. A principal's decision regarding a flex time request is not grievable but may be appealed to the Superintendent.

Section 7. Teachers' Requests to Leave Before the End of the Student Day: Principals may approve teachers' requests to leave prior to the end of the student contact day for personal reasons if a colleague will cover the teacher's class at no charge to the

School District. A principal's decision regarding a request to leave early is not grievable but may be appealed to the Superintendent.

Section 8. Block Schedule: The normal load for a full-time teacher in the high school will be teaching three periods in a four-period day. The School District may not involuntarily assign a high school teacher to teach four periods in a four-period day.

Section 9. Class Size: The District will make every effort to equalize the number of students in each class section or grade within an elementary building at the start of the school year.

## **ARTICLE XI LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: The School Board shall, prior to April 1, establish the number of school days and teacher duty days for the following school year, and the teacher shall perform services on those days as determined by the School District including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. The number of duty days will be 184 days. Teachers will be excused on the last teacher duty day after completing all check-out procedures for their building and receiving authorization from their building principal.

Section 2. Extended Duty Year: If a Counselor, Dean of Students, or ECFE Coordinator is assigned to work additional duty days beyond the basic duty year, he or she shall be compensated for those additional duty days at his/her basic daily rate of pay. The basic daily rate of pay will be calculated by dividing his or her annual salary as determined by the placement on the salary schedule plus any additional compensation for secondary school counselors and deans by 184 days.

Section 3. Emergency Closings: An "emergency day" is a day on which school is cancelled for any form of inclement weather, such as snow or cold, or for any type of emergency, such as a health pandemic, fire, or flood. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or emergency conditions beyond the control of the School District, unless the number of emergency days exceeds three (3) duty days as specified in Section 4 of this Article. There shall be no loss in the teacher's salary and an additional duty day will not be added to the school year unless the number of duty days missed due to emergencies exceeds three (3). If the number of emergency days exceed three (3) duty days, then the make-up of the duty days in excess of three (3) shall be at the discretion of the School Board.



Section 4. Reporting on Cold Weather Days: If the number of emergency days exceeds three (3) days in a school year, the School District shall have the right to require teachers to report for work for subsequent emergency days when student attendance is not required due to cold weather. On these cold weather days, teachers must report for work from 9:00 a.m. to 3:00 p.m., with a one hour lunch break. The first half of the day would be teacher work time and the second half of the day would be reserved for District-directed work time. Teachers unable to report could use six (6) hours of sick leave for their absence.

## **ARTICLE XII GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A “grievance” shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

### Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding the time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred or within twenty (20) days after the grievant either knew or should have known of the occurrence that gave rise to the grievance. Failure to file any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust to an alleged grievance informally between the teacher and the teacher's immediate supervisor, except if another School District's representative is designated by the School District. Any of the levels provided in Section 5 may be by-passed, provided that the parties mutually agree to do so in writing.

Section 5. 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:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the building principal shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within five (5) days of the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. If the Administration schedules meetings or hearings relating to Section 5-8 of this Article during the duty day, the Association will not be charged Union

Leave and teachers shall not have any wage or leave deduction for participating in the grievance or arbitration meetings.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review the decision within five (5) 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 a decision.

Section 7. 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 to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the School District are unable to resolve any grievance, the Association may submit the grievance to arbitration as defined herein:

Subd. 1. Request: The Association must submit a written request for arbitration to the Bureau of Mediation Services (BMS) within ten (10) days following a denial at Level III of the grievance procedure. A copy of the request will be submitted to the Superintendent at the time it is mailed to the BMS.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to furnish a list of arbitrators, pursuant to Minn. Stat § 179A.21, providing such request is made within twenty (20) days after request for arbitration. 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.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. 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 him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall speedily issue a written decision based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. 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 the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

### **ARTICLE XIII**

#### **UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT**

Section 1. Purpose: The purpose of this provision is to implement the provisions of Minn. Stat. § 122A.40, subd. 10, as amended, and constitutes a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

## Section 2. Definitions:

Subd. 1. For purposes of this provision, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. "Teacher" shall mean those members of the unit as defined by P.E.L.R.A.

Subd. 3. "Qualified" shall mean a teacher who holds a valid Minnesota teaching license in the area of assignment and has taught in that licensure area within the last ten (10) years. All staff hired prior to December 1, 2005 will be qualified in all areas of licensure for the duration of their teaching service at Chisago Lakes Independent School District #2144.

Subd. 4. "Seniority" means continuing contract qualified teachers commencing with the first day of actual service in the School District and shall exclude probationary teachers and those teachers who are substituting for teachers on authorized military, or other similar leave of absences.

In the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. 122A.40, but whose employment was subsequently reinstated, by action of the School Board and the teacher, without interruption of regular service, shall retain their original seniority date.

Subd. 5. "School Board" means the local governing board of the School District.

## Section 3. Unrequested Leave of Absences:

Subd. 1. Placement: The school may place on unrequested leave of absence without pay or fringe benefits such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

Subd. 2. Notice: Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons therefore.

Subd. 3. Seniority: Teachers placed on unrequested leave shall be done in reverse order of seniority in the licensure areas in which he or she is qualified. No teacher will be placed on unrequested leave if there is any other qualified teacher with less seniority assigned to teach in a position for which the teacher is qualified.

Subd. 4. Tie Breaking: In the event of a staff reduction, action affecting employees whose first date of employment commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall then be determined by step placement on the salary schedule (higher step equals highest seniority). If the status continues to remain equal, seniority will then be determined by total year's career teaching experience. If the status continues to remain equal, seniority will be determined by lane placement on the salary schedule (higher lane equals highest seniority). In the event the seniority status of the employees still remains equal, the selection of the employee for purposes of discontinuance shall be at the discretion of the School District based upon criteria including: performance, training, experience, skills in special assignments, and other relevant factors.

Subd. 5. Bumping Rights:

a) Any employee proposed for placement on unrequested leave of absence will automatically elect to displace any teacher with less seniority status who is employed in a position for which both are qualified.

b) A teacher and the district may mutually agree to modify the terms of the teacher's contract to less than a full-time position. The teacher shall have continuing contract rights for the greatest level of employment in an available full-time position previously enjoyed within the district if the less than full time position is eliminated.

Subd. 6. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave. Any teacher placed on unrequested leave of absence shall remain eligible for group benefits at the teacher's personal expense if permissible under group contracts.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any teacher who is licensed to fill the position is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District for which they are licensed as such positions become available. The order of reinstatement shall be in inverse order in which the teachers were placed on unrequested leave.

Subd. 2. When placed on unrequested leave, a teacher shall file his name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for a teacher on unrequested leave, the School District shall mail the notice to such teacher by certified mail who shall have fifteen (15) days from the date of such notice to accept the reemployment. Failure to accept in writing within the fifteen (15) day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. An employee on unrequested leave of absence shall not lose recall rights by reason or refusal to accept a position for which the employee is licensed which has fewer hours per week than contracted for at the time of being placed on unrequested leave of absence.

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

#### Section 5. Establishment of Seniority Lists:

Subd. 1. By December 1 of each year the School District shall prepare from its records a seniority list, including the name, seniority date and areas of licensure and qualification of each teacher. The School District shall thereupon post such list in an official place in each school building of the district.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority and statement of areas of licensure and qualification in said lists shall have twenty (20) working days from the date of posting to supply written documentation, proof and request for seniority, licensure, or qualification change to the School Board.

Subd. 3. Within (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority and areas of licensure and qualifications contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School

Board, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, addition or deletion of areas of licensure or qualification, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 6. Filing of Licenses:

Subd. 1. In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on unrequested leave of absence, only those certificates or licenses reflected on the Minnesota Department of Education website for that teacher as of January 15 of such year shall be considered for purposes of determining layoff within areas of licensure or qualification for the following school year. A license added to the Minnesota Department of Education website for a teacher after January 15 shall be considered for purposes of recall, but not to the current reduction.

Section 7. Effect:

Sub. 1. This Article shall be effective at the beginning date of this Master Contract and shall be governed by its duration clause. This Article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other certified employee not covered by the Master Contract or other master contract affecting such certified employee.

Section 8. Realignment:

Subd. 1. The School District will not be required to realign or reassign teaching duties of other teachers within the district to accommodate the seniority claims of a junior teacher for placement on unrequested leave or reinstatement.

**ARTICLE XIV  
VACANCIES AND TRANSFERS**

Section 1. Publishing of Vacancies:

Subd. 1. Vacancies Occurring During the School Year: When a permanent vacancy in any teaching assignment covered by this Agreement arises, the District shall post notice of such vacancy on Applitracks, including the assignment and other pertinent information. The Association President(s) will be notified via e-mail of the vacancy at least two working days before the posting closes. No vacancies shall be filled until notice of such vacancy has been posted on Applitracks for at least five (5) working days.



Subd. 2. Application Procedure: Any teacher possessing the necessary licensure may apply for a posted vacancy. All applications must be completed on Applitracks including a letter of interest and a resume.

Subd. 3. Notification: Probationary teachers will be considered but only continuing contract teachers will be guaranteed an interview. Unsuccessful applicants will be notified within one (1) week of the decision.

Subd. 4. Temporary Vacancies: The District may fill vacancies of a temporary nature pending posting and processing of applications. Vacancies of a temporary nature, defined as likely to exist for less than one year, need not be posted.

Subd. 5. Summer Vacancies: During the summer months, vacancies will be posted on Applitracks and the same procedures will be followed as during the school year. The district will notify the Association president via email of summer vacancies.

## Section 2. Voluntary Reassignments:

Subd. 1. Notification: Teachers may express an interest for reassignment by notifying the Superintendent via email. Any teacher possessing the necessary licensure may apply for reassignment to a specific or unspecified location, school, or program. The request will remain active for one school year.

## Section 3. Involuntary Transfers Between Buildings:

Subd. 1. Teachers will be involuntarily transferred between buildings on the basis of seniority and licensure, with the least senior, properly licensed teacher being involuntarily transferred first, except special education teachers hired after July 1, 2001, shall be transferred between buildings based on the needs of the educational program as determined by the School District.

Subd. 2. In the event the School District reassigns grades between buildings, a transfer to another building will not be considered to be an involuntary transfer under this section if the teacher's assignment does not change.

## **ARTICLE XV EARLY CHILDHOOD FAMILY EDUCATION / SCHOOL READINESS**

Early Childhood Family Education and School Readiness teachers, hereinafter referred to as ECFE and SR, who meet the definition of a “public employee” under PELRA, shall be entitled to the terms and conditions of this Master Agreement, except as modified or defined in this Article. According to Minn. Stat. § 122A.26, subd. 2, a license that is

required for an instructor in a Community Education Program shall not be construed to bring an individual within the definition of a teacher for the purposes of the Continuing Contract Law, Minn. Stat. § 122A.40.

Section 1. Statutory Considerations: Pursuant to MS § 122A.26, an ECFE/SR teacher who teaches in an ECFE/SR program which is offered through a community education program which qualifies for ECFE/SR aid must meet licensure requirements as a teacher.

Section 2. Probationary Period: The probationary period for an ECFE/SR teacher shall be three (3) consecutive school years of continuous service. Upon completion of the probationary period, an employee may be disciplined, suspended, or discharged only for just cause subject to ARTICLE V, Section 4. Just Cause and ARTICLE XII, Grievance Procedure.

Section 3. Seniority: ECFE/SR teachers shall be placed on a separate seniority list. ECFE/SR teachers shall not have bumping or reinstatement rights on the regular K-12 seniority list, nor shall regular K-12 teachers have bumping or reinstatement rights on the ECFE/SR seniority list. Upon completion of the probationary period, ECFE/SR teachers shall accrue seniority dated back to their first day on which a teacher is hired as a regularly scheduled ECFE/SR teacher.

Section 4. Layoff and Recall: When it is necessary to reduce the number of ECFE/SR teachers, layoff shall occur in inverse order of seniority. Reinstatement of ECFE/SR teachers from layoff shall be in inverse order of their placement on unrequested leave of absence. Non-probationary ECFE/SR teachers on unrequested leave of absence shall have full reinstatement rights for a period of five (5) years from their date of layoff.

Section 5. Hours of Service, Duty Day, Duty Week, Duty Year: Recognizing that the unique, changing, and irregular nature of the ECFE/SR program, hours of service, duty day, duty week, and duty year shall be assigned by the school district and modified from time-to-time based upon the needs of the program.

Section 6. Assignments: Prior to July 15 of each year, the employer will send each ECFE/SR teacher a notice of anticipated assignment for the subsequent school year, indicating the minimum contracted hours of anticipated assignment, or a notice that the ECFE/SR teacher is being placed on unrequested leave of absence.

Section 7. Class Cancellations: Cancellation of classes during the school year will not cause the reassignment of senior teachers to classes assigned to junior teachers.

Section 8. Non-regular Hours: Compensation for staff meetings, special projects, team planning, staff development, curriculum writing, and other assigned duties shall be the teacher's individual hourly rate.

Section 9. Preparation Time / Setup and Takedown Time:

Subd. 1. Each ECFE/SR teacher will receive thirty (30) minutes before and thirty (30) minutes after each class session for setup and takedown.

Subd. 2. SR teachers who implement performance-based assessment with their students shall receive up to ninety (90) minutes paid time per student each year for performance evaluation and conference time with parents as approved by the administrator.

Section 10. Salary Step Advancement: For the 2021-2023 school years, ECFE/SR teachers will be paid wages according to the schedules listed in Section 13 of this Article. Step advancement will take place on July 1 to be paid on September 15, provided that the employee rendered a minimum of 600 hours of paid service, or every two years of service, whichever comes first, and provided that the contract for that year has been ratified.

Section 11. Leaves and Group Insurance: ECFE/SR teachers will be granted benefits per the Master Agreement except:

- A. ARTICLE VII, EXTRA COMPENSATION: ECFE/SR teachers shall not be eligible for the provisions of ARTICLE VII.
- B. ARTICLE VIII. FRINGE BENEFITS: ECFE teachers shall not be eligible for the provisions of ARTICLE VIII.
- C. ARTICLE IX. LEAVES OF ABSENCE: ECFE/SR teachers will not be eligible for the provisions of ARTICLE IX except:
  - 1. Section 1. Sick Leave: ECFE/SR teachers will earn one (1) day of sick leave per month worked (September through May). A day of sick leave shall be defined as each ECFE/SR teacher's average hours worked per week that month divided by five (5).
  - 2. Section 7. Personal Leave: ECFE/SR teachers will earn one (1) day of personal leave. ECFE/SR teachers will be paid for unused personal days the pro-rata rate of \$180 per day. A day of personal leave shall be defined as each ECFE/SR teacher's average hours worked per week divided by five (5), but not less than four (4) hours. The provisions of

ARTICLE IX, Section 7, Subd. 3, 4 and 5 will apply except that no more than one (1) ECFE/SR teacher will be granted personal leave on any given day, except in the case of an emergency.

3. ARTICLE IX, Section 16 shall not apply to ECFE/SR teachers.

Section 12. School Closings: In the event of a weather-related or emergency school closing, ECFE/SR teachers arriving on site prior to school cancellation will be paid a minimum of one (1) hour. If ECFE/SR teachers are required to call parents regarding a weather-related or emergency school closing, they will be paid for the time required, but at least a minimum of one (1) hour.

Section 13. ECFE/SR Salary Schedule:

The hourly salaries for the ECFE/SR teachers are as follows:

	<u>2021-2022</u>	<u>2022-2023</u>
	<u>BA</u>	<u>BA</u>
STEP A	\$27.33/hr	
STEP B	\$28.08/hr	\$28.78/hr
STEP C	\$28.83/hr	\$29.55/hr
STEP D	\$29.59/hr	\$30.33/hr
STEP E	\$30.39/hr	\$31.15/hr
STEP F	\$31.20/hr	\$31.98/hr
STEP G	\$32.00/hr	\$32.80/hr
STEP H	\$32.81/hr	\$33.63/hr
STEP I	\$33.62/hr	\$34.46/hr
STEP J	\$34.42/hr	\$35.28/hr
STEP K	\$35.23/hr	\$36.11/hr
STEP L	\$37.11/hr	\$38.04/hr

**2021-22 hourly rates based on Schedule A, BA+0 (8 hours per day, 184 days)**

**2022-23 hourly rates based on Schedule B, BA+0 (8 hours per day, 184 days)**

## **ARTICLE XVI DURATION**

Section 1. Term and Reopening Negotiations: This Agreement 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 P.E.L.R.A. In the event a successor agreement is not entered into prior to the commencement of school in the fall of 2023, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time that a successor agreement is executed. If either party desires to modify or amend this agreement commencing July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Chisago Lakes Education Minnesota representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term pertaining to conditions and terms of employment shall not be open for negotiation during the term of this Agreement unless by mutual consent of both parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

**Chisago Lakes Education Minnesota**

**Independent School District #2144**

---

Sheila Wiehl, Co-President

---

Mark Leigh, Chairman

---

Sheryl Spray, Chief Teacher Negotiator  
Co-President

---

Danielle Strenke, Clerk

Dated this \_\_\_\_day of \_\_\_\_\_, 2022

Dated this \_\_\_\_day of \_\_\_\_\_, 2022

**SCHEDULE A**  
**2021-2022**  
**SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/ MA</b>	<b>BA+75/ MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60/ PHD</b>
<b>A</b>	40,224	41,334	42,444	43,556	44,737	45,925	47,110	48,295	49,483
<b>B</b>	41,334	42,444	43,556	44,737	45,925	47,110	48,295	49,483	50,667
<b>C</b>	42,444	43,556	44,737	45,925	47,110	48,295	49,483	50,667	51,854
<b>D</b>	43,556	44,737	45,925	47,110	48,295	49,483	50,667	51,854	53,434
<b>E</b>	44,737	45,925	47,110	48,295	49,483	50,667	51,854	53,434	55,017
<b>F</b>	45,925	47,110	48,295	49,483	50,667	51,854	53,434	55,017	56,591
<b>G</b>	47,110	48,295	49,483	50,667	51,854	53,434	55,017	56,591	58,176
<b>H</b>	48,295	49,483	50,667	51,854	53,434	55,017	56,591	58,176	59,755
<b>I</b>	49,483	50,667	51,854	53,434	55,017	56,591	58,176	59,755	62,118
<b>J</b>	50,667	51,854	53,434	55,017	56,591	58,176	59,755	62,118	63,895
<b>K</b>	51,854	53,434	55,017	56,591	58,176	59,755	62,118	63,895	66,663
<b>L</b>	54,630	55,017	56,591	58,176	59,755	62,118	63,895	66,663	69,232
<b>M</b>	54,630	56,591	58,176	59,755	62,118	63,895	66,663	69,232	71,997
<b>N</b>	54,630	58,759	60,123	62,118	63,895	66,663	69,232	71,997	74,565
<b>O</b>	54,630	61,410	62,363	64,713	66,663	69,232	71,997	74,565	76,146
<b>P</b>	54,630	63,599	64,713	67,453	69,232	71,997	74,565	76,146	78,123
<b>Q</b>	54,630	68,058	69,442	71,220	73,192	75,763	77,344	79,318	81,342

**SCHEDULE B**  
**2022-2023**  
**SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/ MA</b>	<b>BA+75/ MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60/ PHD</b>
<b>B</b>	42,367	43,505	44,645	45,856	47,074	48,287	49,502	50,720	51,934
<b>C</b>	43,505	44,645	45,856	47,074	48,287	49,502	50,720	51,934	53,150
<b>D</b>	44,645	45,856	47,074	48,287	49,502	50,720	51,934	53,150	54,770
<b>E</b>	45,856	47,074	48,287	49,502	50,720	51,934	53,150	54,770	56,393
<b>F</b>	47,074	48,287	49,502	50,720	51,934	53,150	54,770	56,393	58,006
<b>G</b>	48,287	49,502	50,720	51,934	53,150	54,770	56,393	58,006	59,630
<b>H</b>	49,502	50,720	51,934	53,150	54,770	56,393	58,006	59,630	61,249
<b>I</b>	50,720	51,934	53,150	54,770	56,393	58,006	59,630	61,249	63,671
<b>J</b>	51,934	53,150	54,770	56,393	58,006	59,630	61,249	63,671	65,492
<b>K</b>	53,150	54,770	56,393	58,006	59,630	61,249	63,671	65,492	68,329
<b>L</b>	55,996	56,393	58,006	59,630	61,249	63,671	65,492	68,329	70,962
<b>M</b>	55,996	58,006	59,630	61,249	63,671	65,492	68,329	70,962	73,797
<b>N</b>	55,996	60,228	61,627	63,671	65,492	68,329	70,962	73,797	76,429
<b>O</b>	55,996	62,945	63,922	66,331	68,329	70,962	73,797	76,429	78,050
<b>P</b>	55,996	65,189	66,331	69,139	70,962	73,797	76,429	78,050	80,076
<b>Q</b>	55,996	69,759	71,178	73,001	75,021	77,657	79,277	81,301	83,375



**SCHEDULE B-4**  
**EFFECTIVE July 1, 2021**  
**To June 30, 2023**

**EXTRA COMPENSATION SCHEDULE – Co-Curricular**  
*(Assignments made by building principals)*

1.     Substitute for others per hour
 

Elementary* and Middle Schools	\$40.00/hr.**
Senior High	\$54/full block**
	\$27/half block**

\*if an elementary class were split proportionately among other teachers, the rate of \$40/hour will be split among those teachers who cover the class.  
 \*\*to be split proportionately among teacher who cover the class/advisement/duty.

In order to be paid for the duties above, the absent teacher must be entering his/her absence into the time off system and the covering teacher must claim their time.
  
2.     Homebound per hour plus mileage \$30.00/hr
  
3.     Teaching extra class (% of base salary)
 

Middle School/Full Year	13%
Middle School/Semester	6.5%
High School/Full Year	20%
High School/Semester	10%
High School/Term	5%
  
4.
  - a.     Summer School \$30.00/hr {MOA}
  - b.     Curriculum Writing \$30.00/hr
  - c.     Extended Employment \$30.00/hr
  - d.     Attendance by an IEP team member as indicated on the ‘Notice of Team Meeting’ form at a special education staffing, IEP team meeting, or due process hearing which extends beyond the duty day or duty year. \$30.00/hr
  
5.     Supervision, (per event) \$30.00/event
  
6.     Prep time missed due to required local State, National, and/or standardized assessments teacher’s hourly rate of pay
  
7.     Elementary \$30.00/hr \*  
       *\* Music teachers shall be compensated \$30.00/hr with a three hour minimum (\$90.00) for evening concerts. The principal must pre-approve all evening concerts.*
  
8.     The District will pay special education teachers at their daily rate of pay for providing special education services during the summer as part of the District’s Extended School Year (ESY) program.

9. The District will pay early childhood special education (ECSE) teachers, speech and language pathologists, and school nurses who are required to conduct ECSE evaluations in the summer at their daily rate of pay.

10. The District will pay teachers who proctor ACT testing during their prep time at the teacher's hourly rate of pay.

11. Nurses may earn up to five days of compensatory time before the start of the school year, if authorized in advance and in writing by the building administrator. Any unused compensatory days will be paid at \$30 per hour at the end of June.

## SCHEDULE C EXTRA COMPENSATION SCHEDULE

### **Class I 13%**

Head Basketball  
Football  
Gymnastics  
Hockey  
Swimming  
Wrestling

### **Class II 11.5%**

Head Volleyball  
Track  
Baseball  
Softball  
Soccer  
HS Dance Team  
LaCrosse

### **Class III 10.5%**

Head Tennis  
Skiing  
Cross Country  
Assistants Basketball  
Football  
Gymnastics  
Hockey  
Wrestling  
Swimming  
Activities HS Band  
Fall Play Director

### **Class IV 9.5%**

Head Golf  
Trainer  
Assistants Baseball  
Softball  
Track  
Volleyball  
Soccer  
HS Dance Team  
LaCrosse  
9th Grade Basketball  
Football  
Hockey  
Wrestling  
Activities HS Yearbook  
HS Speech  
Summer Band  
HS Newspaper  
HS Student Council  
Fall Play Assistant Director

### **Class V 8.5%**

Assistants Cross Country  
Tennis  
Skiing  
9th Grade Volleyball  
Activities HS FFA

### **Class VI 7.5%**

9th Grade Baseball  
Softball  
7th & 8th Basketball  
Football  
Swimming  
Wrestling  
Volleyball  
Activities One Act Play  
HS Assistant Speech  
Varsity Cheerleading  
BPA  
DECA  
Knowledge Bowl

### **Class VII 6.5%**

7th & 8th Baseball  
Golf  
Softball  
Tennis  
Track  
Soccer  
Activities Variety Show Directors  
Technical Director  
Set Construction - Plays  
Concession Stand Supervisor  
MS Speech  
MS Play  
HS Math League  
Summer Band Assistant  
National Honor Society  
Varsity Assistant Cheerleading  
MS Band

### **Class VIII 5.5%**

HS Vocal Music  
HS FLA  
Letter Club  
Super Mileage  
Power Lifting  
Fall Play Costumer  
HS SADD Advisor

### **Class IX 4.5%**

VICA  
MS Student Council  
MS Yearbook  
MS Vocal Music  
LINK CREW (3 Advisors)  
HS TARGET Advisor  
MS History Day  
Trapshooting Advisor (.5 for 9 weeks)  
Fall Musical Choreographer (.6)  
Fall Musical Vocal Coach (.6)  
MS SADD Advisor  
Go Wild  
Elementary Yearbook

**SCHEDULE C-1**  
 \$40,224 BASE EXTRA CURRICULAR PAY  
 EXTRA CURRICULAR SCHEDULE **2021-2022**

Lane Step	I	II.	III.	IV.	V.	VI.	VII.	VIII.	IX.
	13.00%	11.50%	10.50%	9.50%	8.50%	7.50%	6.50%	5.50%	4.50%
dollar increase	\$80	\$50	\$40	\$30	\$25	\$25	\$20	\$20	\$20
0	\$5,229	\$4,626	\$4,223	\$3,821	\$3,419	\$3,017	\$2,615	\$2,212	\$1,810
1	\$5,309	\$4,676	\$4,263	\$3,851	\$3,444	\$3,042	\$2,635	\$2,232	\$1,830
2	\$5,389	\$4,726	\$4,303	\$3,881	\$3,469	\$3,067	\$2,655	\$2,252	\$1,850
3	\$5,469	\$4,776	\$4,343	\$3,911	\$3,494	\$3,092	\$2,675	\$2,272	\$1,870
4	\$5,549	\$4,826	\$4,383	\$3,941	\$3,519	\$3,117	\$2,695	\$2,292	\$1,890
5	\$5,629	\$4,876	\$4,423	\$3,971	\$3,544	\$3,142	\$2,715	\$2,312	\$1,910
6	\$5,709	\$4,926	\$4,463	\$4,001	\$3,569	\$3,167	\$2,735	\$2,332	\$1,930
7	\$5,789	\$4,976	\$4,503	\$4,031	\$3,594	\$3,192	\$2,755	\$2,352	\$1,950
8	\$5,869	\$5,026	\$4,543	\$4,061	\$3,619	\$3,217	\$2,775	\$2,372	\$1,970
9	\$5,949	\$5,076	\$4,583	\$4,091	\$3,644	\$3,242	\$2,795	\$2,392	\$1,990
10	\$6,029	\$5,126	\$4,623	\$4,121	\$3,669	\$3,267	\$2,815	\$2,412	\$2,010

**SCHEDULE C-2**  
 \$ 42,367 BASE EXTRA CURRICULAR PAY  
 EXTRA CURRICULAR SCHEDULE **2022-23**

Lane Step	I	II.	III.	IV.	V.	VI.	VII.	VIII.	IX.
	13.00%	11.50%	10.50%	9.50%	8.50%	7.50%	6.50%	5.50%	4.50%
dollar increase	\$80	\$50	\$40	\$30	\$25	\$25	\$20	\$20	\$20
0	\$5,508	\$4,872	\$4,449	\$4,025	\$3,601	\$3,178	\$2,754	\$2,330	\$1,907
1	\$5,588	\$4,922	\$4,489	\$4,055	\$3,626	\$3,203	\$2,774	\$2,350	\$1,927
2	\$5,668	\$4,972	\$4,529	\$4,085	\$3,651	\$3,228	\$2,794	\$2,370	\$1,947
3	\$5,748	\$5,022	\$4,569	\$4,115	\$3,676	\$3,253	\$2,814	\$2,390	\$1,967
4	\$5,828	\$5,072	\$4,609	\$4,145	\$3,701	\$3,278	\$2,834	\$2,410	\$1,987
5	\$5,908	\$5,122	\$4,649	\$4,175	\$3,726	\$3,303	\$2,854	\$2,430	\$2,007
6	\$5,988	\$5,172	\$4,689	\$4,205	\$3,751	\$3,328	\$2,874	\$2,450	\$2,027
7	\$6,068	\$5,222	\$4,729	\$4,235	\$3,776	\$3,353	\$2,894	\$2,470	\$2,047
8	\$6,148	\$5,272	\$4,769	\$4,265	\$3,801	\$3,378	\$2,914	\$2,490	\$2,067
9	\$6,228	\$5,322	\$4,809	\$4,295	\$3,826	\$3,403	\$2,934	\$2,510	\$2,087
10	\$6,308	\$5,372	\$4,849	\$4,325	\$3,851	\$3,428	\$2,954	\$2,530	\$2,107

**Step increases will be given in both the 2021-22 and 2022-23 school years.**