



Contract 2023-2025



ISD 621 Mounds View Public Schools
MVEA Mounds View Education Association

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**2023-2025
CONTRACT
INDEPENDENT SCHOOL DISTRICT NO. 621
RAMSEY COUNTY, MINNESOTA
and the
MOUNDS VIEW EDUCATION ASSOCIATION**

Section 1.1 Parties.

This Contract is made and entered into by and between Independent School District No. 621, Ramsey County, Minnesota, hereinafter referred to as the "School District", and the Mounds View Education Association, hereinafter referred to as the "Association".

Section 1.2 Purpose.

The purpose of this Contract is to encourage and increase orderly, constructive and harmonious relationships between the School District and its teachers; to establish the terms and conditions of employment for teachers; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the School District and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter referred to as the "PELRA"). Terms not specifically defined in this Contract shall have the meanings given them under the PELRA.

Section 2.1 Association Recognition.

The School District hereby recognizes the Association as the Exclusive Representative of all teachers as determined pursuant to the PELRA.

Section 2.2 Appropriate Unit.

For the purposes of this Contract, the term "teacher" shall mean any person employed by Independent School District No. 621, State of Minnesota, who is required to be and is licensed by the PELSB, including those on leave of absence who are guaranteed a position on their return, or in a position of physical therapist or occupational therapist, or in a position of adult basic education instructor, and any other employees included by PELRA, but excluding supervisory employees, confidential employees, superintendent, deputy superintendent, principals, associate principals who devote more than 50% of their time to administrative or supervisory duties, daily substitute teachers who do not replace the same teacher for more than thirty (30) working days, and any other employees excluded by the PELRA.

As used in this Contract, a "teacher" is any professionally licensed person who is included in the appropriate unit. The School District will not employ any person without a teacher license in any position for which a teaching license is required by the PELSB.

Section 2.3 Representation Rights.

The Association, as exclusive representative, shall have those rights and duties prescribed by the PELRA. The School District shall not meet and negotiate or meet and confer with any other persons or organizations with respect to representing the professional employees included in the appropriate unit, so long as the Association continues to be the duly authorized exclusive representative. The rights granted herein to the Association shall not be granted or extended to any competing labor or employee organization with respect to teachers.

Section 2.4 Dues Check-Off.

The School District agrees to deduct dues for membership in the Association (including state and national dues), and to forward such dues to the Association, for any individual teacher who has authorized such dues check-off on the following form:

DUES DEDUCTION AUTHORIZATION FORM

Name

Last

First

Middle Initial

School or Department

I hereby request and authorize the Independent School District No. 621 to deduct from my earnings and deposit to the credit of Mounds View Education Association an amount sufficient to provide for regular payment of the current rate of membership dues as certified by the Mounds View Education Association. This authorization is revocable by me only upon thirty (30) days written notice to the Independent School District No. 621 on authorized forms or upon termination of my employment. I hereby waive all right and claim for said monies so deducted and deposited in accordance with this authorization, and relieve the Independent School District No. 621 and all its officers from any liability therefore.

Date

Employee Signature

Social Security No.

Dues deduction will be made from each paycheck, commencing with the month of October each year, at the rate of 1/17 of the total dues payable per paycheck until the full amount has been paid. Teachers employed after the commencement of the school year may authorize deductions in an amount sufficient to complete payment of the annual dues by the end of the school year.

Section 2.5 Deduction Transmittal.

The School District shall remit to the Association, prior to the following pay period, the total amount deducted for membership dues, Education Minnesota PAC and MVEPA. The remittance shall be accompanied with an alphabetical listing of the teachers for whom bi-monthly membership dues have been deducted, together with an identification of any changes from the list furnished the previous month.

Section 2.6 Other Payroll Deductions.

The School District agrees to deduct payments by a teacher to the United Educators Credit Union, Education Minnesota PAC, MVEPA, and NEA Fund for Children and Public Education, provided the teacher has furnished the Payroll Office a written authorization specifying the amount to be deducted. The amount to be deducted may not be changed more frequently than once at the beginning of each semester. In addition, a teacher may elect to participate in a direct deposit program with any of the banking institutions as specified in current School District policy, and may authorize deductions to any Association endorsed group benefit program.

Section 2.7 Association Business.

Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, and to speak at faculty meetings upon request, provided that such activity shall not interfere with or interrupt normal school operations. Any representative of the Association, not assigned to a building, must notify the Office of the Building Principal upon entering the building.

Section 2.8 Use of Facilities.

The Association shall have the right to reasonable use of school facilities and equipment on school premises, including use of copiers and clerical time, provided that such use shall not interfere with normal school activities or functions. The Association shall reimburse the Employer for any materials and supplies used. The Employer shall bill the Association for such use at the rate established each year by the Employer.

Section 2.9 Bulletin Boards and District Mail.

The Association shall have the right to post notices relating to the business of the Association on a bulletin board, which shall be provided in each building for the exclusive use of the Association. The Association shall also have the right to reasonable use of the School District mail service and teachers' mail boxes for communication to teachers and will also be assigned an e-mail box for its exclusive use. All bulletins and materials distributed through School District mail by the Association shall be clearly identified as to the source of such material, and one (1) copy of all such materials shall be provided to each Building Principal and the offices of the Deputy Superintendent and the Superintendent.

Section 2.10 Association Access to Information.

The School District agrees that the Association shall have access to public documents of the School District which are necessary for the Association to exercise its responsibility as exclusive representative; provided, however, that such information shall not invade the privacy of any individual person as covered by any State or Federal statute. Costs of reproducing such information shall be paid by the Association.

Section 2.11 Association Leave.

The Employer shall afford reasonable time off to officers or appointed representatives of the Association for the purposes of conducting the duties of the Association. For each year of the Contract, the Employer will grant up to sixty (60) days per year without deduction from pay or leave allowance for purposes of conducting business necessary to the Association, with the option of purchasing fifty-five (55) additional days at the current substitute daily rate of pay. In addition, one-half (1/2) of the teacher contract, exclusive of prep time and lunch, will be granted to the Association President for Association business. A teacher serving as Association President retains the same rights to his/her position as if he/she had continued to work full-time in the position. Up to an additional five (5) days per year shall be available for use during summer school, provided that the Association shall pay the cost of the summer school substitute teacher. Such leave shall not accumulate from year-to-year. The Building Principal must be notified of the prospective use of such leave at least two (2) days prior to the date of such leave and with written verification by the Association at least one (1) day prior to such leave. No individual teacher shall be entitled to more than ten (10) days Association leave per year with the exception of the Association President.

Section 3.1 Authority and Power of the School District.

The laws of the State of Minnesota have vested in the School District the full authority and power to manage, control and direct the operation of the School District, and to adopt, modify or repeal policies, rules and regulations for the School District. All such authority and power of the School District shall continue unimpaired, except as limited by a specific provision of this Contract.

Section 3.2 Inherent Managerial Rights.

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

Section 4.1 Fair Practices.

Every teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective representation and negotiations, and shall also have the right to refrain from such activities. No teacher shall be discriminated against with respect to wages, hours, or any terms or conditions of employment by reason of membership or non-membership in the Association or degree of participation in activities of collective representation or negotiation.

Section 4.2 Basic Duties.

Each teacher shall perform the services prescribed by the School District for the teaching position, in accordance with the policies, rules and regulations adopted by the School District which are not inconsistent with this Contract. The School District recognizes the right of the Association to meet and confer with respect to such policies, rules and regulations. The Employer recognizes that the primary duty of a teacher is to teach.

Section 4.3 Hours of Employment.

The hours of instruction for students at each building shall be established by the School District. The professional teacher's day on which salaries shall be based is a period of time that the school is regularly in session for students plus reasonable time as is necessary to plan the day's work, confer with pupils and parents, attend necessary staffing, building faculty/committee meetings, and perform such other duties as are appropriate for teachers. A duty-free lunch period of thirty (30) minutes in accordance with current practice shall be scheduled for each teacher. Teachers shall, upon notice to the Office of the Building Principal, be allowed to leave the building during the duty-free lunch period, except as emergency conditions might otherwise require.

Section 4.4 Professional Day Expectations.

- A. Administrators will review the language on Professional Day with the bargaining unit members at the start of the school year or when they are hired, if after the start of the school year.
- B. Teachers are expected to be at school when school is regularly in session for students.
- C. Teachers are expected to be at school whatever time is necessary for their own usual planning and preparation.
- D. Teachers are expected to meet with parents and students as needed.
- E. Teachers are expected to attend staffing on students as needed.
- F. Teachers are expected to attend PLC for TDAP/grade level/department/team/job alike or staff meetings as scheduled at reasonable times before or after school unless there are unavoidable circumstances.
- G. Consistent with the above expectations is a shared judgment that teachers should not as a general practice enter the building shortly before students arrive and leave shortly after students depart.
- H. Teachers are expected to cover their share of unpaid duties (i.e. PTA meetings, open houses, etc.).
- I. Administrators will be reasonable about the number of volunteers for extra duties.
- J. Activities for which teachers are paid do not technically fall under the Professional Day language. However, it is assumed teachers will be willing to do their share of paid extra duties, keeping in mind that if not enough people volunteer, the least senior teachers may be assigned.
- K. Whenever a teacher leaves the building during the student day, the teacher shall notify the Office of the Building Principal.
- L. Professional Day language applies to P days also. If a teacher chooses to work at a different site during a P day, notification to the Office of the Building Principal as per building policy is required.
- M. The following progressive interventions may be implemented for individual teachers who have a demonstrated pattern of failing to adhere to these general guidelines and expectations.
 - 1. Administrators and a Representative of the Association will review these expectations individually with any staff member who the administration believes need additional clarification.
 - 2. Should this pattern of behavior continue, an administrator will meet with the individual and provide written notice that Professional Day expectations are not being met.
 - 3. Should this pattern continue after Step 2, an administrator may place an individual teacher on an alternative plan in accordance with Section 4.12.

Section 4.5 Professional Day Expectations for Part-Time Teachers.

- A. Administrators will review the language on Professional Day with the bargaining unit members at the start of school year or when they are hired, if after the start of the school year.
- B. Teachers are expected to be at school when school is regularly in session for their students.
- C. Teachers are expected to be at school whatever time is necessary for their own usual planning and preparation.
- D. Teachers are expected to meet with parents and student as needed.
- E. Teacher need to attend a reasonable number of PLC for TDAP/grade level/department/team/job alike or staff meetings commensurate with their FTE, however if a teacher is not in attendance at

meetings, it is the responsibility of the part-time teacher to get information from and to communicate information which would be communicated at staff meetings.

- F. Consistent with the above expectations is a shared judgment that teachers should not as a general practice enter the building shortly before their assignment begins and leave shortly after their assignment ends.
- G. Teachers are expected to cover their share of unpaid duties (i.e. PTA meetings, open houses, etc.).
- H. Administrators will be reasonable about the number of volunteers for extra duties.
- I. Activities for which teacher are paid do not technically fall under the Professional Day language. However, it is assumed teachers will be willing to do their share of paid extra duties. If not enough people volunteer, part-time teacher may not be assigned.
- J. Professional Day language applies to P days, also. If a teacher chooses to work at a different site during a P day, notification to the office of the building principal as per building policy is required.
- K. The following progressive interventions may be implemented for individual teachers who have a demonstrated pattern of failing to adhere to these general guidelines and expectations.
 - 1. Administrators and a Representative of the Association will review these expectations individually with any staff member who the administration believes need additional clarification.
 - 2. Should this pattern of behavior continue, an administrator will meet with the individual and provide written notice that Professional Day expectations are not being met.
 - 3. Should this pattern continue after Step 2, an administrator may place an individual teacher on an alternative plan in accordance with Section 4.12.

Section 4.6 Parent Communication.

Each school year, 40.5 hours will be allotted for parent communication regarding student progress and growth with the following expectations:

- Each building will create a parent communication plan aligned with the Use of Certified Days document on the Curriculum & Instruction website
- Plans will be submitted to the Superintendent or designee and the MVEA President or designee.
- Parameters for creating plans will be clearly communicated to the whole staff.
- Plans will vary depending on the needs of job-alikes, departments and/or grade levels.
- Staff will be provided opportunities for input.
- The 40.5 hours are to be derived from the six COM days on the school calendars of the duration of this contract. The COM days become non-duty days and the 40.5 hours are to be accounted for in each plan. The August COM day may be used for parent communication according to building plan.
- Effectiveness of parent communication plans will be evaluated both during and at the end of each school year.
- Parameters for building communication plans will be created using parameters identified in MOU #10.

Section 4.7 School Year.

During the term of this Contract, the total number of work days for each full-time teacher employed for the full basic school year shall be one hundred eighty-six (186) days. For teachers not employed by the School District the previous year, the total number of work days shall be one hundred ninety-one (191) days. One-half (1/2) of one (1) new teacher workshop day will be allocated for Association time.

A Planning, Evaluation, Reporting and Grading Day (P Day) shall be scheduled at the end of each quarter to allow teachers time for student evaluation, preparation and consultation. The Building Principals and or Superintendent or Designee may schedule up to a half day (am) meeting on the 1st and 3rd quarter P days. Meetings will not be scheduled on the 2nd and 4th quarter P days. For all but the last day of school, teachers who are absent will have a full day of sick leave or personal leave deducted from their leave balance. Teachers who are absent the last day of school shall make up that time on a day mutually agreed upon by the teacher and Building Principal. Teachers who wish to leave the building during the day must sign out as per building procedures and leave a phone number where they can be reached. The last day of school is used for end of the

year duties plus luncheon and retirement presentations. If off-site premises are utilized for retirement presentations it is recommended that they be scheduled at the beginning or end of the workday.

Work days during the basic school year and summer school sessions shall be as specified in the school calendar, as adopted by the School District.

The re-scheduling of work days, to replace any work day or days canceled due to any reason, shall be jointly determined at a formal meeting of the President of the Association and the School Board or their designees. The parties shall make a good faith effort to negotiate an agreement on the re-scheduling of the day(s). However, if the parties are unable to agree the Employer may establish such re-scheduled days, subject to the arbitration provisions of the grievance procedure. Teachers may apply for a personal leave day(s) for an absence on a rescheduled day, if they can show evidence of firm contractual commitments for such absence, and such arrangements were made prior to the rescheduling.

Section 4.8 New Teacher Professional Development.

New teachers are paid five (5) additional days during their first year of employment to include:

- New Teacher Workshop
 - Equals three (3) days of pay.
 - Training which occurs prior to the start of the school year.
 - Includes one-half (½) day with the MVEA.
- Foundations Class
 - Equals to two days of pay plus three (3) enriched district credits.
 - Required class as a condition of employment.
 - Must be completed within first two years of employment.

New teachers also participate in professional development activities throughout the school year as determined by the school district. New teachers are also required to complete Collegial Coaching during the first three years of employment as a condition of employment.

Section 4.9 Additional Work Days.

An individual teacher, by mutual agreement between such teacher and the School District, may contract to perform regular basic duties on additional work days beyond the basic school year. Compensation for each such additional work day shall be based upon the teacher's annual basic salary divided by one hundred eighty-six (186) days prorated to take into account variations in the length of the work day. The performance of duties on any such additional work days, and the additional compensation therefore, shall terminate at the end of the school year, and shall not be subject to the provisions of Minnesota Statutes M.S. 122A, as amended.

Section 4.10 Non-Traditional Calendar Year.

The parties agree to implement the following procedures for any teacher who is approved by the principal and Superintendent to work a non-traditional school calendar year.

- (a) A full-time teacher approved for this option will have one hundred eighty-six (186) duty days, some of which will be beyond the traditional school year. Part-time teachers will be approved on a pro-rata basis.
- (b) The days to be worked by the teacher are to be pre-approved by the Building Principal.
- (c) This adjustment shall not interfere with the rights of any teacher pursuant to M.S. 122A.40, Subd. 10 and Article IX of the Contract.

It is understood that this arrangement will be made on a yearly basis and is not to be construed as a permanent schedule.

Section 4.11 Personnel Files.

All individual evaluations and files kept within the School District, relating to each individual teacher, shall be maintained in a single file and made available during regular school business hours to such individual teacher

upon request to the Office of the Director of Human Resources. The teacher shall have the right, at the teacher's request, to be accompanied by a representative of the Association. Each teacher shall have the right to reproduce any of the contents of such teacher's file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein; provided, however, that the School District may destroy such files as provided by law. The School District shall give written notice to the teacher before placing in such teacher's file any material relating to the teacher's job performance which is detrimental to the teacher and the teacher shall have the right to bring a representative of the Association to any meeting at which such material is to be discussed with the teacher. In addition, efforts will be made to send the teacher a copy of all material placed in such teacher's file if it pertains to the teacher's job performance. A principal may retain copies of pertinent materials which are on file with the Office of Human Resources.

Section 4.12 Disciplinary Action.

The School District shall not take any disciplinary action (including adverse evaluation) with respect to any teacher without just cause.

The School District may investigate any issue of misconduct or performance deficiencies and has the legal responsibility to investigate immediately any complaint of harassment and/or assault. District 621 will conduct such investigation to discover the facts concerning allegations made against a teacher and will provide due process and fair procedures of investigation.

The District will apprise the employee under investigation of his/her right to representation by the MVEA. The release of investigation information and names of those individuals involved will be in accordance with the Data Privacy Act.

If the District determines that the circumstances of an investigation are so sensitive that the continued presence of the teacher under investigation may cause undue pressure on any of the parties, the District may find it desirable to place the employee on administrative leave with pay. The only written notice that will be given in such case is to the individual affected and the MVEA.

If an investigation results in a determination that disciplinary action should be taken, such actions may include the contractual procedures of oral reprimand, written reprimand and suspension without pay for up to five (5) days, or the procedures pursuant to M.S. 122A which include notice of deficiency, suspension with pay pending discharge. Any disciplinary action will be provided in a timely manner following the conclusion of the investigation.

Professional Day Alternative Plan: The normal length of the school day, during which teachers shall be on duty and subject to assignment, shall be a continuous period of seven (7) hours and forty-five (45) minutes. A duty-free lunch period of thirty (30) minutes in accordance with current practice shall be scheduled for each teacher. Teachers shall, upon notice to the Office of the Building Principal, be allowed to leave the building during the duty-free lunch period, except as emergency conditions might otherwise require. Any teacher with three (3) continuous hours (180 minutes) or more of assigned student contact either before or after the duty-free lunch period may take one (1) twelve (12) minute work break during such period of time; provided, however, that it shall be the responsibility of the teacher, in cooperation with the Building Principal, to make advance arrangements in writing satisfactory to the Building Principal, for alternative supervision of the students involved. Such arrangements shall not have the effect of "holding the Principal harmless" from shared responsibility.

Section 4.13 Occupational Safety.

The Minnesota Occupational Safety and Health Act of 1973 provides for the establishment of a comprehensive system of standards for the occupational safety and health of employees in the State of Minnesota. Any teacher with a question relating to occupational safety or health which cannot be resolved within the District should contact the Minnesota Department of Labor and Industry. The School District shall not require a teacher to perform services under physical conditions which constitute a serious and immediate danger to such teacher's health or personal safety; provided, however, that the teacher's primary responsibility under such circumstances shall be to insure the health and safety of the students. This Section is not intended to serve as a justification for the refusal of teachers to cross a picket line.

Section 4.14 Academic Freedom.

Academic freedom is essential to the fulfillment of the educational purposes of the School District. Therefore, teachers need to be protected from any irresponsible censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

Accordingly, teachers shall be free to introduce into classroom presentation and discussion politically, religiously or otherwise controversial material, provided that said material is relevant to the course content, that the material is suitable to the students' background and maturity, and that the teacher presents, or arranges for the presentation of both sides of issues on which there exists conflicting opinions.

Section 4.15 Preparation Time.

Each full-time teacher shall be provided with the minimum of one (1) period per day (50-60 minutes) of preparation time within the student contact day. When the prep time for full-time teachers is less than fifty (50) minutes, compensation for loss of prep time will be calculated using fifty-three (53) minutes of prep time as the base.

Example 48 minutes prep time, will be compensated for five (5) minutes of daily prep time lost. $53-48=5$.
Conversion is $X/310$ minutes, X equals minutes lost.

The School District will provide preparation time in usable blocks of twenty-five to thirty (25-30) minutes each. It is understood that preparation time may be assigned by the principal, on an irregular basis (i.e. 3-4 times per year), to require that the teachers meet with students, parents, other teachers or District representatives during preparation time. Preparation time for part-time teachers is before or after paid student contact time.

Teachers assigned travel time so that if their prep time is disrupted will be compensated using the following formula: 15 minutes multiplied by current hourly rate in Article VI, Section 6.11.

Section 4.16 Professional Council of the Mounds View Public Schools.

The School Board and the Mounds View Education Association agree that there is a need to have involvement of professional employees in the decision-making processes of the Mounds View Public Schools. The parties recognize the importance of creating an environment of mutual respect, cooperation, involvement of teachers and administrators in resolving concerns of a professional nature. The Council shall have as its principal purpose the open discussion, study, formulation of professional opinion, and resolution of professional concerns, so as to better serve Mounds View students.

The Council shall consist of five (5) teachers selected by the Mounds View Education Association and five (5) members selected by the Superintendent. It is intended that the Council meet on a regular basis on call by the Chair. Any two (2) members may, however, require that a meeting be scheduled by providing written notice to the Chair. The Chair of the Council shall be selected by the Council to serve a one (1) year term. Resolutions of the Council will be reached by consensus.

The Professional Council may form and appoint subcommittees to address particular issues. Or, the Professional Council may ask existing District committees or existing departments to address particular issues. The Professional Council shall develop the charge and timelines for its subcommittee. There shall be written reports from subcommittees back to the Professional Council. Subcommittees appointed by the Professional Council shall operate on a consensus model. If consensus cannot be reached, the issue shall be referred back to the Professional Council. Professional Council subcommittees will generally be comprised of professional employees.

Resolutions of the Professional Council shall be reviewed by the Superintendent and the Mounds View Education Association Executive Board. Either may veto a resolution of the Professional Council by written instrument delivered to the Chair within thirty (30) working days of receipt of the Council's resolution. If a resolution is not vetoed, it shall be implemented by the Superintendent as soon as practicable. Should the resolution involve School District policy or regulation, it shall be referred to Joint Policy for further action.

The Superintendent, MVEA President and two (2) Professional Council members (including the Chair) shall meet quarterly to set an agenda for Professional Council activities. The Professional Council is not a substitute for either collective bargaining or the Joint Policy Committee as provided for in P.E.L.R.A. The operating budget for the Professional Council shall be eight thousand five hundred dollars (\$8500.00) for each of the two (2) years of this Contract. Any unused portion of the Professional Council budget, not spent in the first year, shall be carried over into the second year.

Section 5.1 Over-Site Committee.

The parties are committed to establishing a process through which building or site level decision-making programs will be developed and implemented. To assist this process, a site-based decision-making over-site committee shall be established. The committee shall consist of:

- (a) Superintendent, co-chair of the committee;
- (b) President, Mounds View Education Association, co-chair of the committee;
- (c) School Board member;
- (d) Two (2) Elementary Principals, Middle School Principal and High School Principal, appointed by the Superintendent;
- (e) Superintendent designee;
- (f) Four (4) teachers appointed by the Mounds View Education Association;
- (g) One (1) representative each from secretaries, paraprofessionals, custodians, and food service; and
- (h) Three (3) parents of students attending the Mounds View Schools, selected by the School Board after consultation with the Association.

The Over-Site Committee (OSC) shall:

- (a) Provide leadership and foster an atmosphere supportive of the development and implementation of site-based decision-making;
- (b) Develop procedures and guidelines for establishing site-based committees and in-service staff members concerning such procedures and guidelines;
- (c) Develop a process for site committees to follow when preparing and submitting site-based proposals;
- (d) Assist site committees in developing a process for collaborative decision-making;
- (e) Review, evaluate and approve site-based decision-making proposals submitted by site committees;
- (f) Establish its own meeting schedule, operating procedures and consensus building process;
- (g) Review and evaluate site-based shared decision-making policy #8400 and Article V of contract language;
- (h) Evaluate sites that have adopted site-based shared decision-making and those that have not to determine factors that enhanced or discouraged adoption and/or implementation of the site-based shared decision-making model; and
- (i) Make recommendations to joint policy and the bargaining teams for changes to the policy and contract language to encourage site-based shared decision-making process.

Section 5.2 Decision-Making Plan.

A local school decision to develop a site-based decision-making plan requires a majority of all employees voting. Before a site-based decision-making plan is submitted to the OSC, it must have the formal approval of two-thirds (2/3) of all employees voting at the site. A site-based decision-making plan must be submitted to the OSC.

Section 5.3 Action Notification.

The principal shall be notified in writing, within thirty (30) days, of the action taken on the plan by the OSC. If a plan is not approved, the OSC shall provide a written explanation. The plan may be changed and resubmitted.

Section 5.4 Dispute Resolution.

Disputes at the building level regarding the operation of an approved site-based decision-making plan shall be brought to the OSC for review and not be subject to the grievance procedure with the exception of Section 5.5 below.

Section 5.5 Waiver Requirements.

- (a) If any aspect of a proposed site-based decision-making arrangement is contrary to the terms of the Collective Bargaining Agreement or School District policies and regulations, said aspect will not be approved by the OSC unless a waiver is obtained from the Association and the School District. Said waiver must be in writing, and must specify the provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the collective bargaining agreement or policy handbook, and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article XVII ("Grievance Procedure") of said agreement.
- (b) If any aspect of a proposed site-based decision-making agreement requires a waiver of any Minnesota State Department of Education rule or regulation, such waiver request shall first be approved by the OSC. If such waiver is granted by the State Department of Education, it shall apply only to the site requesting the waiver.
- (c) Except to the extent waived pursuant to Section 5.5, Subsections (a) or (b) above, the Collective Bargaining Agreement will remain in full force and effect and have full application to the employees who are affected by the site-based decision-making arrangement.

Section 5.6 Operating Budget.

Operating budget for the OSC shall be fifteen thousand five hundred dollars (\$15,500) for each of the two (2) years of this Contract. Any unused portion of the OSC budget not spent in the first year shall be carried over into the second year.

Section 6.1 Individual Teacher Contracts.

Each individual teacher shall be employed by written contract signed by the teacher and by the Chairman and Clerk of the School Board. The compensation specified in such individual contract shall be consistent with the specific terms and conditions of this Contract.

The School District and the Association mutually recognize that the discharge or other termination of the employment of teachers is governed by the provisions of the Minnesota Statutes M.S. 122A, as amended, and is not subject to the grievance and arbitration provisions of this Contract. Except for an emergency, any teacher desiring to resign at a time not specifically authorized by M.S. 122A shall submit to the Executive Director of Human Resources a resignation and request for release from contract not less than thirty (30) days prior to the date on which the release is to be effective. A release from contract will be granted if the School District is able to secure an acceptable replacement.

Section 6.2 Basic Salary Schedule.

The basic salary schedules for each year of the contract are listed in Appendix A and B. Such basic salary schedule shall apply to the performance of basic duties during the basic school year. The School District may not withhold step advancement, lane advancement or any other salary increase without just cause, subject to the grievance procedure.

Section 6.3 Longevity.

Teacher longevity is as follows: Fifteenth (15) year in District = \$1,500. Every year beyond fifteen (15) years is an additional \$150.

Section 6.4 Initial Placement.

A newly hired teacher will be placed on the proper lane of the salary schedule depending on academic preparation. Credits considered for placement beyond the BA lane must be graduate level, from an accredited institution and relevant to the field of education. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree.

A teacher who has had teaching experience in other school systems or experience in other fields of endeavor (excluding formal academic preparation) will be placed on the step (of the proper lane) of the salary schedule as agreed between the School District and the teacher.

Section 6.5 Step Advancement.

Effective July 1, of each year of the contract, each teacher shall advance one (1) step on the basic salary schedule for each basic school year during which teaching services are performed on at least one hundred twenty-five (125) paid days, until the maximum step has been reached.

Section 6.6 Staff Development/Professional Growth Committee.

The Staff Development/Professional Growth Committee (SD/PGC) program will provide opportunities for education and related in-service courses that are closely related to the day-to-day needs of the individual staff members and which are a part of the job assignment included in the District-wide goals and objectives as adopted by the School District. The course offerings and/or related in-service courses should be based on the individual and/or group assessments of the teacher's job needs. Such procedures shall provide the teachers a voice, through the SD/PGC in determining the content and direction of the District's growth program so as to enable staff members to gain new insights and acquire needed, relevant knowledge and techniques.

The membership of the SD/PGC is to consist of the following elected individuals: two (2) elementary teachers; two (2) middle school teachers; two (2) high school teachers. In addition the Superintendent or Superintendent's Designee, a building administrator, and one (1) citizen shall serve as members of the SD/PGC. Terms of membership shall be two (2) years.

The SD/PGC will serve as the District Continuing Education Committee as required by the State of Minnesota for re-certification. By-laws, rules and regulations are to be developed by the SD/PGC for its operations.

Requests by individual teachers or a group of teachers, for specifically designed program development courses, must be submitted to the SD/PGC in writing, using the designated forms and procedures required by the SD/PGC and including budgetary implications. For the 2023-2025 contract years the District will provide eighty-thousand dollars (\$80,000) for the growth programs administered by the SD/PGC. All actions of the SD/PGC shall be reviewed by the Superintendent who shall have the right to exercise a written veto within ten (10) working days, excluding holidays and weekends, after having received the recommendations and minutes of the SD/PGC meeting. The MVEA office will be provided with copies of materials supplied by the SD/PGC in a timely manner.

Section 6.7 Lane Changes.

College Courses:

Course credits will qualify for lane changes if they are in the teacher's area(s) of licensure or assignment. Kindergarten courses (for elementary licensed teachers) and health and physical education courses for health or physical education licensed teachers, will also be approved. Course credits in special education, educational technology, educational psychology, school counseling, reading, library media specialist, English as a second language, Spanish, instructional leadership and those leading to administrative licensure, will also be approved. Other credits may be approved in exceptional and unusual circumstances by the Superintendent's Designee. Verification of the applicability to the area of licensure may be obtained by submitting course approval form to the SD/PGC Chair who will review the request with the Superintendent's Designee. Teachers may appeal an adverse decision of the Superintendent's Designee to the SD/PGC. Teachers must have prior approval of credits from the SD/PGC to have them apply as a lane change.

Advanced Degrees:

Advanced degrees must be in the teacher's area of licensure or assignment. Non-education advance degrees will qualify for lane change if the degree meets the following criteria: 1) the degree is related to the teacher's

area of licensure or assignment; and 2) the degree is related to the District's curricular program. Master Degree programs must be approved in advance pursuant to the above process in order to ensure that the program will qualify for lane change credit. The individual classes must also be approved in order to use the credits for lane changes before the Master's Degree is granted.

Enriched District Credit (EDC's):

EDC's are credits offered through District professional development. Pre-approval by SD/PG is not required for EDC credits. The process for applying EDC to a lane change is the same as for college credits or advanced degrees. Instead of applying EDC towards a lane change, any teacher receiving Enriched District Credits may cash out their EDC, at any time during the school year at the rate of \$150 per EDC for teachers at the BA60 lane or lower or \$172.50 per EDC for teachers at the MA00 lane or above. The one transaction per year rule does not apply to cashing out EDCs. However, teachers cannot receive a combination of cash and credit towards a lane change in one transaction.

Pre-Approval:

Teachers must have prior approval of college credits and advanced degree programs from the SD/PGC to have them apply as a lane change. In addition to approval of the advance degree program, individual classes must also be pre-approved to have them apply as a lane change.

Eligibility:

To apply on the salary schedule, all credits must be earned from an institution of higher education accredited by the appropriate regional or international accrediting agency (i. e. North Central, Far West, Middle States, Southern States, etc.), or through SD/PGC courses. SD/PGC may request additional documentation from employees to support eligibility of credits to apply to a lane change (i.e. syllabus).

Credits to apply to lanes beyond a particular degree lane must be earned subsequent to achieving the degree.

Work experience certification (in an amount of two thousand (2,000) hours) required for CTE licensure may equal thirty (30) quarter credits or equivalent off schedule payment for those staff at BA60 or MA60.

Credit for college or university courses will not be granted for lane improvement on the District salary schedule if any portion of the participant's salary or educational expenses are paid by the District.

Process for a Lane Change:

To affect a lane change, the following appropriate forms must be completed and submitted to the Human Resources Department:

1. An official college transcript with seal must be presented as evidence that a degree has been earned. For lane changes not requiring the earning of a degree either an official college transcript with seal or the official grade report from the college will be acceptable;
2. SD/PGC Course Completion form;
3. Lane Change form; and
4. Course Approval form.

Partial lane changes will be permitted with a minimum of 3 quarter credits. Enriched District Credits used for a lane change are equal to 1 semester credit or 1.5 quarter credits.

Timeline:

Lane change requests received in Human Resources by July 31st will be effective at the beginning of the upcoming school year. Lane change requests received by December 31st will be effective at the beginning of the second semester. However, lane changes due to the completion of a Master's degree OR lane changes that consist of Enriched District Credits (EDC) only will be accepted at any time during the year and will be effective the first payroll period during the school year following submission of the lane change documentation.

Staff are permitted to make one lane change per year. Advancement to the MA00 lane does not count towards this limit. Lane changes that consist of EDC only do count towards this limit.

Teachers at the BA60 lane may receive an off schedule payment of \$100 per quarter credit for college coursework completed as part of an approved Master's program. Teachers at the MA60 lane will receive \$115 per quarter credit for college coursework completed as part of an approved Specialist, Certificate, or Ph.D. program. Both the graduate program and the individual courses need to be pre-approved by the SD/PGC. The cash payment is a one-time lump sum payment that is not added to the teacher's base salary.

Section 6.8 Extra Pay Schedules.

An individual teacher, by mutual agreement between such teacher and the School District, may contract to perform those extra tasks and duties which are in addition to the required basic duties and extra duty responsibilities described in Article IV. During the term of this Contract, the compensation of teachers for the performance of the assignments listed in the Co-curricular salary schedule set forth in Appendix C, shall be determined by such schedules.

The School District will determine which extra assignment positions are to be filled. Should new extra assignment positions be created during the term of this Contract, the School District shall notify the Association as soon as such position is created and compensation for such new positions will be determined through negotiations between the School District and the Association. In the event the parties are unable to agree upon the compensation for a new extra assignment position, the School District may set the compensation for such position consistent with the compensation for similar assignments, subject to the grievance procedure. Whenever practicable, the School District will post extra-curricular positions within the building, or on the District's web-site prior to filling the positions. Except in case of emergency, consideration will be given to all applicants before the position is filled. All teachers, K-12, are encouraged to apply. Teachers with extra pay assignments involving practices away from the home school building of the team coached, shall be paid mileage pursuant to Section 6.14 for such trips.

The School District will make every reasonable effort to fill extra assignment positions on a voluntary basis with members of the bargaining unit who are qualified. However, the parties recognize that special circumstances and the needs of the District may require that the School District assign an extra assignment to a qualified teacher in order to fill the position. Where more than one (1) teacher is qualified to perform the extra assignment, an involuntary assignment will be made to the qualified teacher lowest on the seniority list.

Section 6.9 Extended Day, Extended Week, Extended Year and Summer Programs Salary Schedule.

Extended year, extended day, extended week and summer programs include but are not limited to programs previously referred to as: Summer School, Elementary Targeted Services, Saturday School, for credit and make up credit programs. During the term of this Contract, the compensation of teachers in these programs shall be determined by the Extended Day, Extended Week and Extended Year Salary Schedule set forth in Appendix D. Summer school salaries are determined by Schedule C. Lane placement on the salary schedule shall be based upon the teacher's lane placement on the basic salary schedule in accordance with Section 6.4.

The number of positions needed shall be determined by the School District. Positions will be posted for a period of seven (7) days. Positions not filled by current Mounds View School District teachers may be filled by applicants from outside the current teaching staff.

Section 6.10 Extended Day, Extended Week and Extended Year Site Coordinators.

Under the direction of the site principal and ALC principal, Program Administrator or designee, the Site Coordinator:

- Coordinates the referral and intake process to assure that State eligibility requirements are met;
- Recruits and selects staff and processes necessary paperwork through the ALC principal/Program Administrator or designee;
- Substitutes for absent staff as necessary;
- Assures that student attendance records are maintained and reported as required;

- Assures that a current and approved continual learning plan for each student is on file;
- Prepares summary report at end of session; and
- Attends ALC meetings as directed.

The number of positions needed shall be determined by the School District. The compensation of site coordinators shall be determined by the salary schedule set forth in Appendix C. Positions will be filled in accordance with Section 6.8 Extra Pay Schedules. Positions not filled by current Mounds View School District teachers may be filled by applicants from outside the current teaching staff.

Section 6.11 Additional Assignments.

A high school teacher who agrees to teach a sixth class hour each day shall be compensated at the rate of one hundred twenty percent (120%) of the basic salary to which such teacher would otherwise be entitled.

At the middle school level, a full-time teacher who agrees to teach additional class beyond the normal full time equivalency shall be paid additional .20 FTE of the basic salary to which such teacher would otherwise be entitled.

An elementary teacher who agrees to teach an assignment in addition to the normal full-time equivalency shall be compensated on a proportional basis as determined by student contact hours.

A teacher who agrees to substitute teach during his/her preparation time shall be paid at the rate of thirty five dollars an hour (\$35.00) per hour of substitution. With preauthorization by the BILT team, use of prep time for MVTPPS purposes will be paid at the rate of \$75.00 per a POP (Pre-Observation, Observation, Post-Observation). A teacher who takes another teacher's students, at the request of the School District, in addition to the teacher's own class, for two (2) or more consecutive hours of the student contact day shall be paid at the rate thirty-five dollars an hour (\$35.00) per hour of substitution.

Section 6.12 National Board Certifications.

Teachers who receive National Board Certification, educational speech language pathologists who hold a Certificate of Clinical Competence, Occupational Therapists who hold a National Board Certification in Occupational Therapy, and Psychologists who receive a National Association of School Psychologists certificate will receive two thousand dollars (\$2,000) for each year the certification is in effect and a cap of up to one thousand one hundred and fifty dollars (\$1,150) for recertification costs. Teachers must provide documentation of certification to the Human Resources Office in order to receive the stipend. The Executive Director of Human Resources may recognize other national or state certifications in this section after they are approved for continuing education clock hour exemptions by the Minnesota PELSB.

Speech Language Pathologists with CCC's will receive the recertification rate (\$199) covered by the District as long as they are employed by the District and are not subject to the \$1,150 cap.

National Certification Grants: In accordance with Section 8.9 of the Agreement, teachers may access up to two-thousand five hundred dollars (\$2,500) in order to pursue National Certifications. Some of the money may be available at the beginning of the process and some would be available at the end of the process.

Section 6.13 Pay Periods and Deductions.

All teachers are paid over twenty-four (24) pay periods beginning September 15 through August 31 of each school year. Teachers may authorize payroll deductions, as provided in this Contract, for the tax-sheltered annuities and District insurance programs.

Section 6.14 Mileage Reimbursement.

A teacher will be reimbursed for any use of a personal automobile approved by the School District at the mileage allowance rate established by the Internal Revenue Service for reimbursement purposes. Such rate shall be in effect from the date of announcement forward and shall not be retroactively paid.

Section 6.15 Long-Term Substitutes.

A long-term substitute is defined as a substitute teacher performing in the same position for twenty-one (21) consecutive days. Such teachers shall be paid on the following basis:

- 1) Days of service: BA - 1st Step, commencing on the first day of service.
- 2) 100 days or more: Step and lane position appropriate to the substitute teacher's training and experience.
- 3) District Retirees who substitute teach may be paid at the step and lane position appropriate to their training and experience upon mutual agreement with the building principal.

Such teachers shall be issued appropriate substitute contracts; provided, however, that any long-term substitute vacancy shall first be offered to qualified teachers (as defined in Article IX) on unrequested leave. Long-term substitute teachers shall not be entitled to the School District's contribution toward insurance premiums but shall be eligible for all other benefits provided in the Contract on a pro-rata basis. Long-term substitute teachers who are serving the District for a semester or more are eligible for the School District's contribution toward medical insurance premiums. With building administrator approval, long-term substitutes will be paid their daily rate of pay for attendance at any required workshop or professional development day that falls outside of student contact days.

A teacher on unrequested leave shall be entitled to refuse the offered position and still retain his/her position on the unrequested leave list. A teacher on unrequested leave shall have twenty-four (24) hours to accept or decline the offer of a long-term substitute position. A teacher on unrequested leave who accepts a long-term substitute position shall not be eligible for other teaching positions in the School District until the long-term substitute obligation is completed. Upon completion of the substitute obligation, the teacher will revert to his/her position on the unrequested leave list. Teachers on unrequested leave who accept long-term positions shall be issued regular teacher contracts, be paid at their appropriate step and lane positions, and shall be entitled to all benefits under this Contract, including School District contribution toward insurance premiums.

Section 7.1 Group Insurance Policies.

During the term of this Contract, the School District will purchase the group insurance policies covering full-time teachers. The provisions of this Article are merely descriptive of the coverage provided, and the eligibility of a teacher for benefits shall be governed by the terms of the insurance contracts in force between the School District and the insurers providing such coverage. Other teachers shall be eligible for participation in said group insurance policies as specified in Article XIV: PART-TIME TEACHERS. All insurance benefits shall continue through the following August unless modified by a leave of absence or severance of employment prior to the close of the school year.

Section 7.2 Life Insurance.

The School District will pay the total premium for each full-time teacher for coverage under the School District life insurance plan. The life insurance policy will provide a death benefit of fifty thousand dollars (\$50,000) and an additional benefit of fifty thousand dollars (\$50,000) for accidental death and dismemberment and an option to purchase fifty thousand dollars (\$50,000) or one hundred thousand dollars (\$100,000) additional coverage at the teacher's expense, providing a sufficient number of employees elect to take this option. Also included are policy provisions providing a conversion privilege and total disability extended coverage. Group life insurance is subject to the terms of the life insurance policy.

Section 7.3 Medical, Hospital Insurance.

The following language applies to teachers who have a start date prior to July 1, 2011:

The Employer will contribute one hundred percent (100%) of the premium for individual coverage for each full-time teacher enrolled in the District HMO or medical, hospitalization, major medical insurance co-pay and high deductible plan. For teachers enrolled in dependent coverage, the employer's monthly contribution will be on the following schedule for each full-time employee: (note – the rates below are based on a 5% cap and 80% district contribution – for actual rates please see the Teacher Summary of Benefits available through Human Resources):

Dates	Co-Pay Plan	High Deductible Health Plan
07/01/2023-12/31/2023	\$1925.88	\$1593.80
01/01/2024-12/31/2024	\$1974.00	\$1633.40
01/01/2025-06/30/2025	\$2072.72	\$1715.32

The employer contribution for both the copay plan and high deductible options will not exceed eighty percent (80%) of the total premium. The Employer contribution towards the 'employee plus one premium' (if offered) will be equal to the Employer contribution for family coverage or the 'employee plus one premium,' whichever is less.

The following language applies to teachers who have a start date July 1, 2011 or greater:

The Employer will contribute one hundred percent (100%) of the premium for individual coverage for each full-time teacher enrolled in the District HMO or medical, hospitalization, major medical insurance high deductible plan. For teachers enrolled in dependent coverage, the employers monthly contribution will be on the following schedule for each full-time employee: (note – the rates below are based on a 5% cap and 80% district contribution – for actual rates please see the Teacher Summary of Benefits available through Human Resources):

Dates	Co-Pay Plan	High Deductible Health Plan
07/01/2023-12/31/2023	\$1593.80	\$1593.80
01/01/2024-12/31/2024	\$1633.64	\$1633.64
01/01/2025-06/30/2025	\$1715.32	\$1715.32

The employer contribution for the high deductible option will not exceed eighty percent (80%) of the total premium. The Employer contribution towards the 'employee plus one premium' (if offered) will be equal to the Employer contribution for family coverage or the 'employee plus one premium,' whichever is less.

Participation in the insurance program will be voluntary. Each teacher enrolled under the plan shall contribute, through payroll deduction, any excess of the monthly premium under the plan over the maximum School District contribution toward the type of coverage for which such teacher is enrolled.

Disabled teachers and their dependents and dependents of deceased teachers shall be eligible to continue hospital-medical coverage as a part of the School District group, at personal cost. In order to continue coverage, arrangements must be made with the School District's Human Resources Office to provide for payment to the School District of any required premium payments before such premium payments are due.

Section 7.4 Health Reimbursement Plan

The Employer will contribute annually the amount of seven hundred and fifty (\$750.00) for individual coverage and one thousand and five-hundred (\$1,500) for dependent coverage into a health reimbursement account chosen by the Employer for reimbursement of IRC Section 213(d) medical expenses incurred by themselves and their spouses and dependents. The employee must be enrolled in the High Deductible Health Plan to be eligible for the contribution.

Section 7.5 Long-Term Disability.

The School District will pay the total premium for each full-time teacher in the long-term disability plan, providing disability payments of two-thirds (2/3) of salary after ninety (90) calendar days of disability.

Section 7.6 Dental Insurance.

The School District shall contribute towards a dental insurance plan for each full-time teacher. The coverage of the plan shall be mutually agreed between the School District and the Association. The School District shall contribute up to eighty dollars and three cents (\$80.03) per month toward the premium.

Section 7.7 Liability Insurance.

The Employer will provide liability insurance coverage for teachers.

Section 7.8 Insurance Implementation Agreement.

The Association agrees that it will not initiate any grievance on behalf of an individual or group of individuals alleging unfair discrimination by reason of the amount of District dollar contributions to single or dependent coverage resulting from implementation of this provision.

Section 7.9 Insurance Committee.

The School Board and Association agree to continue an Insurance Committee. The committee will jointly review the health insurance bids, and continue to inform and educate members about being responsible health care consumers.

Section 8.1 Leave Allowance.

At the beginning of each basic school year, each full-time teacher will be granted a sick leave allowance of ten (10) days for absence without deduction from pay during such school year. Such sick leave allowance may only be used under the terms and conditions set forth in this Article VIII. Unused portions of a teacher's sick leave allowance may accumulate from one (1) basic school year to the next without limit. Each year, any teacher who has accumulated more than one hundred (100) sick leave days, may at the teacher's option be paid an amount equal to the then daily rate of pay for casual substitutes as of October 1 of the current school year for each such day in excess of the one hundred (100) day accumulation. If the teacher elects to receive such payment, the accumulation shall be appropriately reduced. Payments for up to (10) accumulated days may be made in a single year in addition to any unused personal days in the single year. Maximum of 15 days per year.

Section 8.2 Sick Leave.

One (1) day of sick leave allowance may be used by a teacher for each day of necessary absence on a work day because of illness or injury. Sick leave may be deducted in hourly increments when substitute coverage is not needed or classes are covered by a teacher on his/her prep hour. Summer school sick leave shall be deducted at the rate of one-half (1/2) day of sick leave allowance for each day of absence during summer school. A teacher may be required to substantiate the fact of illness or injury in cases of systematic, successive or repetitive absences, and may be required to present a statement from a doctor of medicine for any illness or injury over three (3) consecutive days certifying that the teacher has recovered sufficiently to return to normal duties.

Section 8.3 Family Illness.

Family illness days used shall be deducted from sick leave. Family illness days may be used to care for a sick child, spouse, parent, significant other and other family members as allowable under MN 181.9413.

Section 8.4 Bereavement Leave.

Upon advance notice and arrangement with the supervisor, up to five (5) days paid leave, non-accumulative, may be used by a teacher for the attendance at or arrangement of the funeral of a teacher's spouse or domestic partner, child, parent, or other dependents. Up to three (3) days may be used by a teacher for attendance at or arrangement for the funeral of a teacher's brother, sister, grandparent, grandchild, brother-in-law or sister-in-law, son-in-law, or daughter-in-law and spouse's parent, grandparent. One (1) day of leave, non-accumulative, may be used by a teacher for attendance at or arrangement of the funeral of a friend or others not listed above. The

Executive Director of Human Resources may approve additional days for situations not identified above and/or allow the use of sick leave for significant travel associated with bereavement.

Section 8.5 Personal Leave.

Upon advance notice and arrangement with the Office of the Building Principal, personal leave will be available to teachers on the following basis:

- (a) Teachers employed from one (1) through nine (9) years are entitled to have four (4) personal days per year.
- (b) Teachers beginning their tenth (10) contract year and thereafter, are entitled to five (5) personal days per year.

Personal leave is subject to the following limitations:

- No more than ten percent (10%) of the staff of a single building may take personal leave on any single day.
- The teacher must notify the administrator a minimum of three (3) days in advance of the absence except in the case of emergencies.
- May not be taken on a parent-teacher conference day.
- May not be taken in the first or last week of student contact time during the school year.
- May not be taken on ITDAP days.
- Exceptions to the above may be granted by the Superintendent or designee. The Decision of the Superintendent or designee is not subject to review under the grievance provisions of the contract.

Teachers not using their full entitlement to personal leave in a single school year will be paid at the end of the school year for such unused personal days at the then daily rate of pay for casual substitutes as of October 1 of the current school year or have the unused days added to the employee's sick leave balance at the end of the school year.

Section 8.6 Religious Holidays.

A teacher whose religion requires the observance of a religious holiday (such as Rosh Hashanah or Yom Kippur) may elect to use up to a total of three (3) days paid leave for such purpose during any one (1) school year.

Section 8.7 Workers' Compensation.

A teacher receiving compensation under the Workers' Compensation Act may elect to use any accumulated sick leave allowance in order to make up the difference between the workers' compensation payments and such teacher's basic salary. Deductions from sick leave allowance will be made on a prorated basis according to the additional payments to the teacher. In no event shall the additional compensation paid to the teacher result in the payment of total daily, weekly or monthly compensation in excess of such teacher's basic salary.

Section 8.8 Jury Duty.

A teacher who is absent because of a call to jury duty will be granted leave without deduction from leave allowance, and will be paid the difference between such teacher's basic salary and the fee received for such jury duty. Upon endorsement to the School District of any jury duty fee received (except for travel fees), the School District will pay the full basic salary to the teacher.

Section 8.9 Sabbatical Leave.

Sabbatical leave for study may be granted to any teacher who has served the School District for at least seven (7) years. An application for sabbatical leave must show that the completion of a planned program of study shall be in accordance with Article VI, Section 6.6.

Up to one percent (1%) of the teachers employed by the School District may be granted sabbatical leave in any one (1) basic school year. Sabbatical leaves covering a portion of the school year shall be counted against the quota on an appropriate fractional basis.

Sabbatical leaves may be granted up to one (1) full basic school year. Compensation for the leave period shall be one-half (1/2) of the basic salary which the teacher would have received had such leave not been granted. In the alternative, teachers taking a sabbatical leave may elect to receive three-fourths (3/4) of their basic salary during the time of the leave and for an equivalent period before and/or after the leave.

Teachers granted sabbatical leave shall be required to contract to teach for the School District for a period equal to the length of their leave immediately following the expiration of such leave and a failure to do so shall obligate such teacher to return all compensation received from the School District during the sabbatical leave.

Upon return at the end of the sabbatical leave, the teacher will be given equivalent salary status in all respects to that which the teacher would have had had the teacher not been on sabbatical leave. A teacher who is granted sabbatical leave shall retain all rights of continuing contract, seniority, retirement, insurance, accrued leave allowance and other such benefits upon return. Additional leave allowance, however, will not accrue during the time of the sabbatical leave.

A teacher retains the same rights to their position as if they had not taken a sabbatical. Persons bidding into openings created by the sabbatical leave shall be placed on 'surplus' at the time when the teacher granted the sabbatical leave returns.

During the period of sabbatical leave, a teacher may engage in remunerative employment or may accept grants or fellowships, if all other provisions of this Agreement are met and such employment, grant or fellowship does not adversely affect the purposes of the sabbatical leave.

Section 8.10 Child Care Leave.

Teachers may apply for an unpaid child care leave by notifying the Building Principal and Human Resources Department in writing at least sixty (60) days before the anticipated birth of the child.

The teacher shall indicate on the written notification the teacher's anticipated last working day and a return to work date. Teachers may apply for child care leave for up to one (1) calendar year following the birth of the child. The exact length of the leave will remain flexible, insofar as practicable, to allow the child care leave beginning and end dates to be set at natural breaks in school activities (school holiday, semester, or quarter break, etc.).

Birth parents may substitute available sick leave allowance for up to twelve (12) weeks of leave. Such use of sick leave allowance shall be limited to the period during the school year of related physical disability attested to by the attending physician and for periods of baby bonding as allowable under FMLA.

Non-birth parents may use up to six (6) weeks accumulated sick leave at the time of birth of a child, or with the approval of the building principal a start date within twelve (12) weeks of the birth of the child.

In the event of unanticipated complications and/or outcome of the pregnancy, which may prompt a desire on the part of the teacher to change his/her plans, the School District shall meet with the employee to explore options to return the teacher to a position as soon as practicable.

Benefits during leave: Teachers will remain eligible for the School District contributions toward the School District fringe benefit programs according to the provisions of the Family Medical Leave Act, if applicable, or as outlined below if the employee is not FMLA eligible.

1. A teacher electing child care leave for forty-five (45) working days or less shall continue to be eligible for the School District contributions toward the School District fringe benefit programs through August 31 as if they were actively employed.
2. A teacher selecting child care leave for more than forty-five (45) working days during the year shall earn School District contributions toward the School District fringe benefit programs through August 31 pursuant to the following formula:

of days worked during basic school year / 186 * 12 = # of months of District contribution (rounded to nearest entire month)

Return from Child Care Leave: Unless an extension of child care leave is requested and granted, the teacher shall either return to duty at the expiration of such leave, or the School District shall terminate the teacher's service. For child care leaves of a semester or less, it is the intent of the School District to return the teacher to the same position insofar as practicable. For leaves of longer duration, with a return in the fall, it is the intent of the School District to return the teacher to the same building, if practicable.

Effect on Probationary Period: The applicable periods of probation for teachers, set forth by Minnesota Statutes, are intended to be periods of actual service in order that the School District may evaluate the performance of a teacher. Accordingly, the period during which an employee is on child care leave of absence shall not be counted toward completion of the probationary period.

Section 8.11 Adoption Leave.

A leave of absence without pay, for the purpose of adopting a child, will be granted by the School District for a period of one (1) calendar year from the date of adoption. The exact length of the leave will remain flexible, insofar as practicable, to allow the adoption leave beginning and end dates to be set at natural breaks in school activities (school holiday, semester, or quarter break, etc.). Teachers may use accrued sick leave for duty days that occur during the first twelve (12) weeks of the adoption leave.

Written application for such leave must be submitted at least thirty (30) days prior to the date of commencement of the leave. Benefits during leave and return to duty shall comply with the provisions of Section 8.10.

Section 8.12 Military Leave.

A military leave of absence shall be granted in accordance with all requirements of Federal and State law for any teacher who enlists or is inducted for military duty in any branch of the armed forces of the United States, who is called into temporary active duty in the U. S. Reserves or State National Guard or who is required to perform alternate civilian service. More detailed information on military leave of absence is available through materials which may be obtained from the Human Resources Office.

Section 8.13 Other Long-Term Leaves.

Teachers may apply for other long-term leaves of absence without pay which may be granted at the discretion of the School District. Examples of requests for such leave would include leave for further professional education, including obtaining vocational licensure; to service in public office; to participate in a teacher exchange program; to serve as an elected officer or staff member of a state or national professional organization; medical; or for extenuating personal circumstances. Requests for long-term leaves must be made no later than February 1.

Section 8.14 General Leave Provisions.

A teacher on non-paid leave of absence shall remain eligible for group insurance benefits at personal expense according to applicable State and Federal law. A teacher electing to continue group insurance benefits must arrange for the prepayment of premiums through the Human Resources Department.

A teacher on paid leave of absence shall remain eligible for all group insurance benefits, and School District premium contributions. However, any benefit coverage based upon income shall be based upon the salary received from the School District during such paid leave.

Teachers must notify the Executive Director Human Resources no later than February 1 prior to the expiration of the leave of the teacher's plans for the next school year. Failure to provide such notice, will prevent the teacher from being considered for an extension of leave, provided however, that timely notice does not guarantee extension of the leave.

Return from leave shall be in accordance with the terms established for the particular leave granted. If none are specified, it is the intention of the District to use the following criteria in the assignment of teachers returning from leave:

- (a) The returning teachers would be returned to a position in the building where he/she was most recently employed;
- (b) The grade placement in elementary would be considered so that primary people would be returned to primary positions and upper elementary people would be returned to upper elementary positions;
- (c) Teachers may rank order their preference of buildings and grade levels for placement purposes; and
- (d) Parties involved in the transfer will be consulted prior to the assignment.

Failure to return to work upon expiration of a leave of absence will be grounds for termination of employment.

Section 8.15 Assault Leave.

One day of paid leave, not deductible from accumulated leave allowance, may be used by a teacher for each day of necessary absence on a work day because of an assault which causes injury occurring in connection with the performance of a teacher's regular duties.

Section 8.16 Short-Term Leave Without Pay.

The School District may grant short-term leaves of absence without pay. For the purposes of this Section, short-term leaves of absence shall mean fifteen (15) consecutive work days or fewer. A teacher on short-term leave shall remain eligible for all group insurance benefits and School District premium contributions. For the purpose of this Section, such teacher shall have pay deducted at the full daily rate. Short-term leaves will not usually be granted for days adjacent to non-duty days in the adopted school calendar.

Section 9.1 Purpose and Effect.

As used in this Article, a "teacher" is any professionally licensed person who is included in the appropriate unit. The purpose of this Article is to set forth a plan providing for unrequested leave of absence without pay for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts. This Article has been agreed upon by the School District and the Association pursuant to the provision of M.S. 122A.40, Subd. 10. Accordingly, the provisions of M.S. 122A.40, Subd. 11 shall not be applicable to any teacher included in the appropriate unit.

Section 9.2 Seniority Date.

Seniority shall be based upon continuous and unbroken employment with the School District from most recent date of hire, including periods on authorized leave of absence. Those presently on unrequested leave shall be assigned similar status at time of recall. Each teacher's seniority date shall be based upon the time stamped by the Office of Human Resources on the teacher's signed contract. Services performed outside the basic school year, such as during summer school, on additional work days or pursuant to the Extra Pay Schedules, shall not be considered in the establishment of a teacher's seniority date. Probationary teachers in their first and second years of service shall not have the protection of this unrequested leave article; provided, however, that a teacher in the third year of regular contract status shall receive full seniority credit for all prior continuous years of service and will be granted unrequested leave of absence rights pursuant to Article IX unless the termination is pursuant to M.S. 122A.40, Sub. 5, 9, or 13. Those teachers who are teaching on substitute contracts shall not have the protection of this Article IX.

The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by the School District without actual interruption of regular service for more than thirty (30) working days.

Section 9.3 Seniority List.

The School District shall prepare from its records a seniority list, in order of seniority date, which shall contain the seniority date, name and area(s) of licensure for each teacher as of November 30 of each year of the Contract. For the purpose of this Contract, teachers with identical seniority dates, will be listed in the following order:

- (1) Teachers with higher lane placement on November 30 of each year of the Contract shall be listed first. If a tie remains;
- (2) Teachers with the earliest signed individual contract in this District shall be listed first. If a tie remains;
- (3) Teachers with the earliest date of issuance of a Minnesota teaching license shall be listed first. If a tie remains;
- (4) Teachers with the greatest number of credits beyond the bachelor's degree on file with the District as of November 30 of each year shall be listed first.

All signed individual contracts will be time stamped upon receipt by the Office of Human Resources. The seniority list will reflect this time stamping.

On or before January 1, of each year of the Contract, the School District will provide one (1) copy of the seniority list to the Association and will post one (1) copy of the seniority list in each building to which teachers are assigned. A teacher shall have fifteen (15) working days following the posting of the seniority list to challenge placement on the seniority list. Each teacher shall be responsible for providing to the School District appropriate licensure data and for verifying the data on which the seniority list is based. The School District shall be responsible for verifying the appropriate placement of each teacher on the seniority list. The correctness of the information contained in the posted seniority list may be challenged by the teacher through the grievance procedure. In the absence of a grievance, filed within fifteen (15) duty days from the date of posting, the posted seniority list will be conclusively deemed to be correct. The seniority list will be updated to reflect only additions and deletions of individual teachers to and from the list through the end of the first semester, and the final seniority list to be used for each year of the Contract will be posted on or before February 1 of the first year of the Contract and February 1 of the second year of the Contract. Grievance challenges to the final list shall be limited to the revisions actually made, and in the absence of a timely grievance, the posted final seniority list shall be conclusively deemed to be correct.

Teachers who are selected to be a Teacher on Special Assignment shall retain and accumulate seniority in the teacher's bargaining unit.

The fraction of a contract for which a person is initially hired shall be the fraction of a contract to which that teacher is hereafter entitled based on seniority. That contract fraction shall be called the teacher's entitlement. If a teacher is later employed on a larger portion of contract, they shall accrue seniority for larger entitlement as of their original date of hire. All teachers shall be placed on the seniority list from their first date of hire and shall thereafter have seniority rights equal to their entitlement. Anyone accepting a smaller portion of a contract, for any reason, shall retain rights to their maximum entitlement as of their first date of hire. Accepting a Long Term Substitute position during the school year shall not increase or decrease a teacher's current entitlement. Teachers working less than their full entitlement during any school year will be contacted in writing January 15 and must notify the Executive Director Human Resources no later than February 1 of the teacher's plan for the next school year. Failure to provide such notice by February 1 may prevent the teacher from returning to their full entitlement for the next school year.

Adult Basic Education teachers (ABE), Early Childhood Family Education teachers (ECFE) and Learning Resource teachers (LRT) shall each be listed on a separate seniority list in the manner described in this Article. Teachers shall have seniority rights only on the seniority list(s) on which their name appears.

All teachers, whether full-time or part-time, on unrequested leave may accept or reject recall to any vacant position to which they are entitled pursuant to Article IX.

Section 9.4 Unrequested Leave of Absence.

The School District may place on unrequested leave of absence as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. In the reduction of staff in any field in which licensure is required by the Professional Educator Licensing and Standards Board (PELSB), teachers with such licensure who are currently teaching in such field will be placed on unrequested leave of absence in the inverse order of their position on the seniority list; the teacher lowest on the seniority list shall be the first teacher placed on unrequested leave of absence. The School District shall notify any teacher placed on unrequested leave of absence, pursuant to this Section in

writing, in person or by Restricted Delivery Mail with Return Receipt, which shall be postmarked no later than May 30, of each year of the Contract.

The parties have agreed that the doctrine of Strand as enunciated by the Minnesota Supreme Court and the Minnesota Court of Appeals shall not be applied in the administration of this Article. The School District shall not be required to transfer a senior teacher to a different assignment involving another area of licensure in order to accommodate the seniority claim of a less senior teacher during the process of layoff or recall.

Section 9.5 Bumping Rights.

Any teacher placed on unrequested leave of absence may elect to displace any teacher with a more recent seniority date who is employed in a position for which both are qualified and licensed by the State Board of Education or PELSB. A teacher shall be deemed to be "qualified" for the purpose of this Article only if such teacher has a major in the subject matter or field of licensure by the State Board of Education or PELSB and has a currently valid license (other than a limited or provisional license) to teach in such subject matter or field. Bumping rights may only be exercised by written notice to the Office of the Executive Director Human Resources within five (5) duty days from the date of receipt of notices of placement on unrequested leave of absence. Any teacher so displaced shall be placed on unrequested leave of absence and shall be so notified in writing, via telephone, e-mail or in person or by Restricted Delivery Mail with Return Receipt. For purposes of administering this Article, the School District will assume that a teacher possessing bumping rights will exercise this right(s) unless the teacher has previously declined to exercise any such right(s) by prior written notice to the Executive Director Human Resources.

Section 9.6 Affirmative Action Program.

In the event the School District decides to adopt any affirmative action program, affecting positions within the appropriate unit represented by the Association, the School District shall meet with the Association for the purpose of negotiating any changes to provisions of this Contract affected by such affirmative action program. The School District reserves the final right to adopt an affirmative action program and amend any affected provisions of this Contract as necessary to fulfill compliance with Federal or State laws or rules or regulations promulgated thereunder, subject to the arbitration provision of the grievance procedure. The School District recognizes the right of the Association to meet and confer regarding the development of an affirmative action program.

Section 9.7 Status While On Leave.

An unrequested leave of absence shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the School District and the individual teacher. Any teacher placed on unrequested leave of absence shall remain eligible for group insurance benefits at personal expense. A teacher electing to continue group insurance benefits must arrange for the prepayment of premiums through the Human Resources Office on a monthly, semiannual or annual basis. A teacher on such leave may engage in teaching or any other occupation during the period of such leave and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Compensation Act.

Section 9.8 Recall.

No new teacher shall be employed by the School District while there is available, on unrequested leave of absence, a teacher who is properly qualified and licensed to fill the vacant position; provided, however, that the School District shall be free to fill any vacant position from any source on a temporary basis pending completion of the recall procedure. A teacher placed on unrequested leave of absence shall be recalled as positions become available, to the position from which such teacher was placed on leave, or if not available, to any other position for which such teacher is qualified and licensed. In no case shall a teacher who accepts recall to a position, which is less than the position from which the teacher was placed on unrequested leave, lose recall rights to a position of contract hours equal that from which they were placed on unrequested leave. After the unrequested leave list is exhausted in a part-time teacher's area of licensure, part-time teachers may apply for posted positions in their area of licensure. A Building Principal may increase a part-time teacher's entitlement prior to the recall of any less senior full-time teacher. Reinstatement shall be in the order of seniority number. The teacher with the lowest seniority number on unrequested leave of absence who is qualified and licensed for the position shall be the first recalled. Any teacher so displaced shall be placed on unrequested leave of absence and shall be so notified in writing, via telephone or e-mail, in person or by Restricted Delivery Mail with

Return Receipt. A teacher accepting or rejecting recall should notify the Human Resources Office in person or by telephone within four (4) working days of receipt of the Restricted Delivery letter, and shall confirm in writing by a letter postmarked within eight (8) working days of the recall letter receipt. Failure to notify the School District in writing within the above deadline shall constitute waiver of any right to be recalled to the offered position. Teachers are encouraged to express their intentions and desires concerning possible recall opportunities in writing to the Executive Director Human Resources as soon as possible after placement on the recall list. The unrequested leave of absence for a teacher shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided that the teacher's right to reinstatement shall not be in effect for a given year if the teacher fails to file with the Executive Director Human Resources by April 1 of that year a written statement requesting reinstatement.

Section 9.9 Termination of Rights.

A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, shall terminate upon the earliest of the following events:

- (a) Resignation;
- (b) Retirement;
- (c) Discharge or termination of contract;
- (d) Failure to return at the expiration of a leave of absence; or
- (e) The expiration of five (5) years from the effective date of an unrequested leave of absence without recall.

Section 9.10 Reduction of Specialists.

It is the intent of the District to reduce specialist staff in no greater proportion than the regular K-5 elementary classroom teachers. The District will strive to bring the level of all K-5 specialist services up to the current District average.

Section 10.1 Vacancies and Application for Transfer.

The School District will post notices of all vacant positions on the District's web site. A teacher shall be eligible to apply for transfer to a vacant position for the purpose of this Article only if such teacher has a currently valid license from PELSB to teach in such subject matter or field. Any teacher may apply for a transfer to any vacant position for which such teacher is eligible by applying for the position within seven (7) duty days from the date of posting. The School District shall consider all timely applications for voluntary transfer before permanently filling any vacant teaching position. The School District shall have the right to fill vacant positions on a temporary basis pending completion of the application process. Sabbatical leave vacancies will be filled in accordance with procedures outlined in Section 8.9 Sabbatical Leave.

Section 10.2 Selection for Transfer.

The School District shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with the educational requirements of the District. If more than one (1) teacher who is eligible has applied for a vacant position, selection for transfer shall be based on the following criteria:

- (a) Contribution which the staff member could make to the students in the new teaching position according to training, experience and interest;
- (b) Qualifications of the staff member as compared to those of other candidates, both for the position to be vacated and for the position to be filled;
- (c) The desires of the staff member regarding the transfer or reassignment;
- (d) The recommendations of the principals, department chairpersons, section or unit leaders or team members involved in the transfer;
- (e) The opportunities for professional growth on the teacher's part; or
- (f) Seniority.

In the event that all other criteria are essentially similar, the teacher highest on the seniority list shall be preferred. Each teacher applying for voluntary transfer shall be promptly notified in writing of the disposition of such application. In the event that an application for transfer by a teacher eligible for the vacant position is denied and another teacher is transferred or a new teacher is employed in the position, the applying teacher may request a review of the reasons and criteria for the action and shall have the right to receive a timely written statement of such reasons and criteria from the building principal.

A teacher who currently works in more than one (1) building may choose to exercise his/her entitlement in one (1) of those buildings if a vacancy exists in his/her current area of assignment. Kindergarten through 5th grade classroom teachers, who teach in more than one (1) building may choose to fill a full-time vacancy in another elementary grade level in either building. This election of assignment must take place within five (5) working days of when the first vacancy occurs in either building. The teacher may apply for future vacancies pursuant to Article X.

Section 10.3 Spring Internal Transfers.

- 1) Vacancies for the next school year will be identified each spring. Teachers needing placement due to return from leave or position reduction will be placed into positions.
- 2) There will be one (1) round of transfers which will be posted in all buildings on or about mid-March of each year. This posting shall be for a period of ten (10) working days.
- 3) Teachers who are interested in a transfer may apply for positions online during the transfer round.
- 4) The internal transfer round occurs prior to hiring external applicants.
- 5) Procedures for filling vacancies will follow those outlined in Article X, Section 10.2 Selection for Transfer.

Section 11.1 Purpose.

Individuals hired to teach are employees of Mounds View Public Schools. As such, they may be occasionally transferred from their current building to another. The purpose of this Article is to establish the procedures to be followed by the School District in making an involuntary transfer of a teacher from one (1) school building to a vacant position in another school building. An involuntary transfer shall not be used as a punitive measure against a teacher.

Section 11.2 Selection for Transfer.

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

Before making an involuntary transfer from any school building, the School District will seek a volunteer from among those teachers in such building who are licensed for the vacant position.

Section 11.3 Surplus Teachers.

A definition of a surplus teacher is a teacher who is not being placed on unrequested leave of absence but is being displaced from their position due to the return from leave of a senior teacher, reduction in force, elimination of position, elimination of program or, involuntary transfer. Such teachers shall be subject to an involuntary transfer pursuant to this Article XI prior to any postings for voluntary transfer. The District and the MVEA jointly review the staffing of school sites and program during the staffing process which occurs annually from February to March. Any involuntary transfer will be made during this staffing review process.

Section 11.4 Notice of Transfer.

A teacher subject to an involuntary transfer shall be notified of such transfer as early as possible, and may submit to the Executive Director Human Resources an indication of grade, subject and building preference for consideration. Each teacher subject to involuntary transfer (surplus) shall be notified in writing of their placement by the Executive Director Human Resources.

Section 12.1 Severance Pay.

Full-time teachers who have completed fifteen (15) years of service with the School District and are at least fifty (50) years of age shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written statement of separation accepted by the School Board.

Section 12.2 Eligibility.

This Article shall apply only to full-time teachers except as specifically stated in Section 14.6. Section 14.6 states "Teachers with fifteen (15) or more years of service in the School District who are fifty (50) years of age or older may apply for part-time positions (over fourteen (14) hours per week). Such teachers will be eligible for the insurance coverage identical to that of a full-time teacher."

Section 12.3 Service Days.

Eligible teachers shall receive as severance pay an amount equal to ten percent (10%) of a year's salary for each full year of full-time service but not to exceed a total of a year's salary as defined in Section 12.4.

Section 12.4 Daily Rate.

In applying these provisions, a teacher's daily rate of pay shall be the basic daily salary schedule rate at the time of separation as provided in the Contract of the teacher for the year completed just prior to separation.

Section 12.5 Payment.

Severance shall be paid by the School District in three (3) equal installments beginning on December 15 following the date of separation if the teacher provides written notice by the previous February 1. The second installment shall be paid one year after the first, on December 15. The third and final installment shall be paid nine months after the second, on September 15. If notification is made after February 1, severance payments will be delayed by 12 months following the payment schedule above.

The School District will contribute an amount equal to the value of the eligible teacher's severance pay directly into an Internal Revenue Code 403(b) plan selected by the employee from among those plans offered by vendors approved by the School Board upon the joint recommendation of the administration and the MVEA. The school district's non-elective contributions cannot exceed five (5) years after the date of severance, up to the annual limits. All contributions must cease at the death of the former employee.

No teacher shall be eligible for severance pay if the teacher is discharged by the School District.

Section 12.6 Hospitalization Insurance.

In addition, teachers who apply for severance shall be eligible to remain in the existing group health, hospitalization, and dental insurance programs and shall remain eligible for the same School District contributions toward individual coverage as the School District contributes to teachers actively employed. The district contribution for dependent coverage will be eighty nine percent (89%) of the total premium. This contribution and coverage shall continue for a period of twelve (12) years or until the teacher's, eligibility to participate in another health insurance program as the primary contract holder, or until the death of the teacher, whichever occurs first. Rights to continue coverage through the Minnesota Continuation Law or COBRA runs concurrent with coverage as a retiree unless there is a gap between the date coverage as a retiree terminates and the Medicare eligibility date of the retiree. In such event, the retiree will be able to continue in the group health insurance plan as provided for under Minnesota Continuation Law or COBRA.

Section 12.7 Life Insurance.

In addition, teachers who apply shall be eligible to remain in the existing life insurance group. The School District shall pay the necessary premium to keep in force basic life insurance equal to that specified in the current Agreement for an active member of the staff at the same salary level specified in the last contract of the employee. The employee may elect to continue the first fifty thousand dollars (\$50,000) of supplemental life

insurance. This contribution and coverage shall continue for a period of twelve (12) years or until the teacher's, eligibility to participate in another health insurance program as the primary contract holder, or until the death of the teacher, whichever occurs first.

Rights to continue coverage through Minnesota Continuation Law run concurrent with coverage under this Article. Teachers who are currently extending their life insurance under Minnesota Continuation law as of October 22, 1997, may continue that coverage until their eighteen (18) months have expired.

Rights to continue coverage through COBRA would also run concurrent with coverage under this Article unless there is a gap between the date coverage as a separated employee terminates and the Medicare eligibility date of the former teacher. In such event, the teacher will be able to continue in the group life insurance plan as provided for under COBRA.

Section 12.8 Retroactivity.

This Article shall apply to teachers who separate during the term of this Agreement and shall not be retroactive; provided, however, that the hospitalization insurance provisions of Section 12.6 only, shall apply to those teachers whose separation was effective at the end of the 1978-79 school year and thereafter. This Section shall not be construed to reduce separation benefits conferred on any teacher by an earlier Contract.

Section 12.9 Constructive Receipt.

In the event that it is determined by the IRS that the severance benefit listed in this Article is constructively received by the individual employee in the year that the employee first becomes eligible to receive the benefit (and not in the year that the person retires), the employer agrees to the following:

- The employer will estimate the amount of tax the employee owes and withhold from severance payments the employee is eligible to receive the amount necessary to comply with normal tax withholding standards under IRS rules in the year that the income is constructively received.

Section 13.1 Description.

The Mounds View Matching Tax Deferred Annuity plan is designed to encourage teachers to develop a financial plan for their future by providing a matching contribution to a teacher's tax deferred annuity plan according to his/her eligibility as specified herein. The matching annuity program is subject to the rules as entitled under Minnesota State Statutes 352.96 and 356.24 and Internal Revenue Service code 457 and 403(b). Teachers may enroll in a program of payroll deduction for the purchase of tax-deferred annuities through insurance carriers approved by the School District. A list of carriers approved is available in the School District Payroll Office.

For teachers hired on or after January 24, 2000, the provisions of this Article replace the contractual provisions of Article XII which provide for a severance payment and post retirement District contributions towards health, dental and life insurance

Section 13.2 Eligibility.

Teachers who are regularly employed at least fifty percent (50%) and who have earned continuing contract status with the District, will be eligible for a matching District contribution. Teachers on unpaid leaves may not participate in the matching program while on leave. Those teachers on sabbatical leave retain the option of participation at a pro-rata amount based on the percent of pay they elect for both years.

Section 13.3 District Matching Contribution.

The maximum annual District contribution shall be based on years of service with Mounds View School District according to the following schedule:

At the beginning of the	District Matching Contribution	District Matching Contribution
-------------------------	--------------------------------	--------------------------------

employee's---Year of Service with the District	2023-2024	2024-2025
Probationary	\$0.00	\$0.00
Continuing Contract	\$4,000	\$4,200

Teachers in their probationary period may participate in the 'plan' without a match. The District match will begin upon achieving continuing contract status (i.e. 2nd year or 4th year). For eligible part-time teachers, the District match will be prorated based on the teacher's percent of contract as of September 1 of each school year.

Subd 1. The annual year for District contributions shall be July 1 through June 30. Changes in District matching amounts, based on years of service completed as of June 30 will be made on July 1 of each year.

Subd 2. Teachers must establish participation in a tax-sheltered annuity plan, as defined by Minnesota Statutes, before the District will begin matching contributions to that plan. To begin participation, the employee must submit a completed salary reduction form to the Payroll Office. In order to receive the maximum annual amount, the salary reduction form must be received by June 15. If the salary reduction form is received after June 15, the annual amount of the District matching contribution will be prorated based on the remaining number of months in the fiscal year. Once established, participation will continue at the same rate until the Payroll Office is notified of any change.

Subd 3. The District match will be made on a dollar for dollar basis up to the maximum annual amount. Employees may not recover District matching contributions for years in which they chose not to participate or participated at a level below the maximum District contribution.

Section 13.4 Years of Service.

A teacher's years of service will be calculated in the same manner that years of service is calculated for longevity pay. Service must be continuous, unless granted continuous seniority, and the teacher must have worked at least one hundred twenty-five (125) days to receive a year of service. Years of service will be calculated as of June 30 and increased District contributions, based on completed years of service will be effective July 1.

Section 13.5 Transition Provisions.

The purpose of the matching tax-sheltered annuity plan is to replace the severance payment and post retirement District insurance contributions provided for in Article XII of the Contract.

Teachers who are beginning their seventeenth (17th) year of service, or greater, as of July 1, 1999 are not eligible to participate in the matching tax-sheltered annuity plan and retain their rights to the severance benefits under Article XII.

Teachers who have started their first (1st) through sixteenth (16th) year of service as of January 23, 2000, may irrevocably choose to participate in the matching tax-sheltered annuity plan. The amount of the matching contribution and the date the matching contribution begins is referenced Section 13.3. Upon retirement, they will be eligible for the severance payment provided for in Article XII. The amount of the severance payment will be reduced by the amount of all matching contributions made by the District. Upon retirement they will not be eligible for any District contribution towards medical, dental or life insurance premiums.

Section 14.1 Compensation.

Teachers who are employed less than full-time will be compensated for the performance of basic duties according to the basic salary schedule, prorated on the basis of the amount of their employment.

Section 14.2 Leave Allowance.

Part-time teachers will be granted leaves in accordance with Article VIII on a pro-rata basis.

Section 14.3 Insurance.

Part-time teachers who are employed for .5 of a contract or more shall be eligible for participation in all group insurance policies outlined in Article VII. The School District shall contribute a prorated portion of the premium of full-time teachers for each coverage selected. The remainder of the premium shall be borne by the teacher and paid by payroll deduction. Other part-time teachers are not eligible for insurance benefits, except as outlined in Section 14.6 below or Section 16.4.

Section 14.4 Contract Equivalency.

Teachers employed on an hourly basis shall have their fraction of contract determined by the formula; each hour of teaching is equal to .2 of full-time equivalency (FTE). All other teachers will have their part-time FTE determined using the following formula:

Number of minutes of instructional time divided by 310 minutes.

Instructional time is defined as all parts of the student instructional day excluding a teacher’s preparation time and lunch period.

Section 14.5 Job Sharing.

Teachers who agree to job share with the approval of the administration, retain their rights to return to full-time employment at the beginning of any school year if they have appropriate licensure and seniority. In addition, both teachers in any job sharing setting for one hundred twenty-five (125) days or more are entitled to step advancement. Job sharing settings may include alternate days, alternate semesters, alternate quarters, etc. Teachers who request a job share by February 1, for the following year, will receive a decision by March 1. Requests submitted after February 1 will be decided upon within sixty (60) days of the request. Teachers who are applying for or approved for a job share, are subject to termination and/or unrequested leave of absence on the same basis as other teachers. In the event that one of the teachers in the approved job share is no longer available, that part of the position will be posted.

Section 14.6 Insurance Option.

Full-time teachers with fifteen (15) or more years of service in the School District who are fifty (50) years of age or older may apply for part-time positions (over fourteen (14) hours per week). Such teachers will be eligible for the insurance coverage identical to that of a full-time teacher. Such teachers must apply in writing to the Human Resources Department to continue their coverage as if they were full-time. To qualify for entry into the Part-Time Teacher Program, and to receive the benefits, teachers must enter the program from a full time (1.0 FTE) position and have held that position for a minimum of one semester.

Section 15.1 Adult Basic Education.

All provisions of this Contract shall apply to ABE teachers except as modified in the following Sections.

Section 15.2 License.

The licensure requirements for holding a teaching position in the Community Education Department shall not exceed those licensure requirements of PELSB.

Section 15.3 Hourly Salary.

The hourly salary for ABE teachers will be as follows:

	BA	MA
2023-2024	\$37.13	\$37.85
2024-2025	\$40.84	\$41.64

Section 15.4 Longevity.

Full-time ABE teachers will receive longevity for completed years of service as follows:

Years of Service	Amount
5-9	\$400
10-15	\$500
16-20	\$800
21+	\$1,200

Longevity pay calculations will be prorated based on the teacher's entitlement at the beginning of the school year. Teachers whose entitlement is fifty percent (50%) or less will receive fifty percent (50%) of appropriate longevity amount. Teachers whose entitlement is greater than fifty percent (50%) will receive a prorated amount of longevity pay based on their actual entitlement.

Section 15.5 Individual Contracts.

Individual contracts for ABE teachers shall be issued upon notification of funding from the Department of Education. In the event of late notification, the Community Education Department may begin the program on an hourly basis honoring seniority, entitlement and projected assignment.

Section 15.6 Assignments.

Tentative assignments for ABE teachers for the forthcoming year will be given no later than July 30th. In the event that changes in the assignments are proposed, all teachers affected shall be promptly notified and consulted. ABE teachers will be notified of their teaching schedule no later than two (2) weeks prior to the start of the ABE year.

In the event of a need to change the schedule of any ABE program within the school year, the following procedure shall apply:

- (a) If an outside agency requests and funds a change, the Community Education Department will first seek volunteers. If there are no volunteers, the job will be posted.
- (b) If a change occurs that causes a rescheduling or reduction of hours, the Employer will consult with all staff members, in advance, to work schedule changes in an effort to reduce adverse effects to staff.
- (c) The staff member whose hours are to be rescheduled shall have first option to accept the newly scheduled hours. Should the staff member choose to waive his/her right to the newly scheduled hours, the Community Education Department will seek volunteers for the position. If there are no volunteers, the least senior licensed staff member shall have his/her work schedule adjusted with a two (2) week notice. That person may elect to waive that portion of the assignment which is new without loss of entitlement at which time the job will be posted.
- (d) In the event that a senior person is affected by a schedule change that causes a loss of hours, that person may assume the like number of hours of the least senior person.
- (e) If reduction in hours is necessary, the least senior teacher(s) hours shall be reduced.

The conditions requiring a work schedule change must be reasonable and compelling, such as lack of funds.

Section 15.7 Work Week.

No ABE teacher may be required to work on Saturday or Sunday.

Section 15.8 Substitute Teaching.

Each ABE teacher shall have an equal opportunity to volunteer to substitute teach for other absent ABE teachers. Assignments will be made on a fair and equitable basis.

Section 15.9 Seniority.

ABE seniority and unrequested leave of absence shall be separate from the K-12 system. Other K-12 teachers shall not have seniority rights in ABE, and ABE teachers shall not have seniority rights in K-12. Nevertheless, the principles and procedures enumerated in Article IX shall apply to ABE teachers on a separate and like basis. ABE teachers shall have the same rights and the School District shall have the same obligations as are specified in Article IX.

Section 15.10 ABE Preparatory Time.

Each ABE and GED teachers will be allotted ten (10) minutes of preparation time for every one (1) hour taught. DIP and ESL teachers will be allotted twenty-four (24) minutes of preparation time for every one (1) hour taught.

Section 16.1 Salary.

The salary for ECFE teachers will be as follows:

2023-2024 ECFE Salary Schedule:

STE P	BA	15	30	45	60	MA	15	30	45	60
1	47,108.19	48,895.65	50,668.69	52,470.56	54,243.61	55,800.43	57,602.30	59,389.76	61,191.63	62,993.51
2	47,324.41	49,111.87	50,913.74	52,701.20	54,488.66	56,160.80	57,991.50	59,764.55	61,537.59	63,325.05
3	47,627.13	49,414.59	51,216.46	52,989.50	54,820.21	56,622.08	58,409.54	60,197.00	61,998.87	63,800.75
4	48,016.33	49,803.79	51,605.66	53,378.71	55,166.17	57,068.95	58,870.82	60,658.28	62,445.74	64,276.44
5	48,016.33	50,207.41	51,994.87	53,782.33	55,584.20	57,631.13	59,418.59	61,220.46	63,036.75	64,824.21
6	48,910.06	50,899.33	52,686.79	54,474.25	56,290.54	58,265.39	60,052.85	61,854.72	63,656.60	65,415.22
7	49,717.30	51,720.98	53,724.67	55,526.54	57,342.83	59,620.40	61,407.86	63,195.32	64,982.77	66,799.06
8	51,029.06	53,032.75	55,065.26	57,040.12	59,058.21	61,061.90	62,863.77	64,665.65	66,467.52	68,269.39
9	51,029.06	54,993.19	56,982.46	59,418.59	61,033.07	62,647.55	64,593.57	66,510.76	68,442.37	70,359.57
10	51,029.06	56,996.87	59,029.38	61,047.48	63,065.58	64,824.21	66,755.82	68,701.84	70,619.04	72,565.06
11	51,029.06	59,144.70	61,162.80	63,166.49	65,184.58	67,635.13	69,552.33	71,512.77	73,429.96	75,347.15
12	51,029.06	59,144.70	61,162.80	63,166.49	65,184.58	67,635.13	69,552.33	71,512.77	73,429.96	75,347.15
13	51,029.06	59,144.70	61,162.80	63,166.49	65,184.58	67,635.13	69,552.33	71,512.77	73,429.96	75,347.15
14	51,029.06	59,144.70	61,162.80	63,166.49	65,184.58	67,635.13	69,552.33	71,512.77	73,429.96	75,347.15
15	51,605.66	59,634.81	61,220.46	63,224.15	65,242.24	68,110.83	69,609.99	71,570.43	73,502.03	75,419.23
16	51,677.74	59,692.47	61,306.95	63,296.22	65,299.90	68,182.90	69,682.06	71,628.09	73,559.69	75,491.30
17	51,735.40	59,778.96	61,364.61	63,382.71	65,371.98	68,269.39	69,768.55	71,714.58	73,617.35	75,563.38
18	51,836.30	59,836.62	61,436.69	63,440.37	65,458.47	68,341.47	69,826.21	71,772.24	73,703.84	75,649.87
19	51,893.96	59,923.11	61,508.76	63,526.86	65,544.96	68,427.96	69,912.70	71,829.90	73,775.92	75,736.36
20	51,980.45	59,995.19	61,566.42	63,627.77	65,617.03	68,485.62	69,984.78	71,916.39	73,876.82	75,808.43
21	52,038.11	60,052.85	61,638.50	63,685.43	65,674.69	68,557.69	70,056.85	72,017.29	73,934.48	75,880.51
22	52,139.00	60,124.99	61,739.44	63,743.00	65,732.33	68,615.33	70,128.99	72,074.99	74,020.99	75,938.11

	2	2	0	9	5	5	3	5	7	7
23	52,211.0 9	60,197.0 0	61,811.4 8	63,829.5 8	65,790.0 1	68,701.8 4	70,201.0 0	72,132.6 1	74,078.6 3	76,024.6 6
24	52,297.5 8	60,283.4 9	61,883.5 5	63,887.2 4	65,890.9 2	68,759.5 0	70,287.4 9	72,204.6 8	74,165.1 2	76,082.3 2
25	52,369.6 6	60,341.1 5	61,941.2 1	63,944.9 0	65,977.4 1	68,817.1 6	70,345.1 5	72,291.1 7	74,222.7 8	76,139.9 8

2024-2025 ECFE Salary Schedule:

STEP	BA	15	30	45	60	MA	15	30	45	60
1	51,819.0 4	53,785.2 4	55,735.5 9	57,717.6 6	59,668.0 1	61,380.5 1	63,362.5 7	65,328.7 8	67,310.8 4	69,292.9 0
2	52,056.8 9	54,023.0 9	56,005.1 5	57,971.3 6	59,937.5 7	61,776.9 2	63,790.7 0	65,741.0 4	67,691.3 9	69,657.6 0
3	52,389.8 7	54,356.0 8	56,338.1 4	58,288.4 9	60,302.2 7	62,284.3 3	64,250.5 3	66,216.7 4	68,198.8 0	70,180.8 6
4	52,818.0 0	54,784.2 0	56,766.2 7	58,716.6 2	60,682.8 2	62,775.8 8	64,757.9 4	66,724.1 5	68,690.3 5	70,704.1 3
5	52,818.0 0	55,228.1 9	57,194.3 9	59,160.6 0	61,142.6 6	63,394.2 8	65,360.4 9	67,342.5 5	69,340.4 7	71,306.6 8
6	53,801.1 0	55,989.3 0	57,955.5 0	59,921.7 1	61,919.6 3	64,091.9 7	66,058.1 7	68,040.2 4	70,022.3 0	71,956.7 9
7	54,689.0 6	56,893.1 2	59,097.1 7	61,079.2 3	63,077.1 5	65,582.4 8	67,548.6 9	69,514.8 9	71,481.1 0	73,479.0 2
8	56,132.0 1	58,336.0 6	60,571.8 3	62,744.1 7	64,964.0 8	67,168.1 3	69,150.1 9	71,132.2 5	73,114.3 2	75,096.3 8
9	56,132.0 1	60,492.5 4	62,680.7 4	65,360.4 9	67,136.4 2	68,912.3 4	71,052.9 7	73,161.8 9	75,286.6 6	77,395.5 7
10	56,132.0 1	62,696.6 0	64,932.3 6	67,152.2 7	69,372.1 8	71,306.6 8	73,431.4 5	75,572.0 7	77,680.9 9	79,821.6 2
11	56,132.0 1	65,059.2 1	67,279.1 2	69,483.1 8	71,703.0 9	74,398.6 9	76,507.6 1	78,664.0 9	80,773.0 1	82,881.9 2
12	56,132.0 1	65,059.2 1	67,279.1 2	69,483.1 8	71,703.0 9	74,398.6 9	76,507.6 1	78,664.0 9	80,773.0 1	82,881.9 2
13	56,132.0 1	65,059.2 1	67,279.1 2	69,483.1 8	71,703.0 9	74,398.6 9	76,507.6 1	78,664.0 9	80,773.0 1	82,881.9 2
14	56,132.0 1	65,059.2 1	67,279.1 2	69,483.1 8	71,703.0 9	74,398.6 9	76,507.6 1	78,664.0 9	80,773.0 1	82,881.9 2

15	56,766.2 7	65,598.3 4	67,342.5 5	69,546.6 0	71,766.5 1	74,921.9 6	76,571.0 3	78,727.5 2	80,852.2 9	82,961.2 0
16	56,845.5 5	65,661.7 6	67,437.6 9	69,625.8 9	71,829.9 4	75,001.2 4	76,650.3 2	78,790.9 4	80,915.7 1	83,040.4 8
17	56,908.9 7	65,756.9 0	67,501.1 2	69,721.0 3	71,909.2 2	75,096.3 8	76,745.4 5	78,886.0 8	80,979.1 4	83,119.7 7
18	57,019.9 7	65,820.3 3	67,580.4 0	69,784.4 5	72,004.3 6	75,175.6 6	76,808.8 8	78,949.5 1	81,074.2 8	83,214.9 1
19	57,083.4 0	65,915.4 7	67,659.6 8	69,879.5 9	72,099.5 0	75,270.8 0	76,904.0 2	79,012.9 3	81,153.5 6	83,310.0 5
20	57,178.5 4	65,994.7 5	67,723.1 1	69,990.5 9	72,178.7 8	75,334.2 3	76,983.3 0	79,108.0 7	81,264.5 6	83,389.3 3
21	57,241.9 6	66,058.1 7	67,802.3 9	70,054.0 1	72,242.2 1	75,413.5 1	77,062.5 8	79,219.0 7	81,327.9 8	83,468.6 1
22	57,352.9 6	66,137.4 6	67,913.3 8	70,117.4 4	72,305.6 3	75,476.9 3	77,141.8 7	79,282.4 9	81,423.1 2	83,532.0 4
23	57,432.2 4	66,216.7 4	67,992.6 7	70,212.5 8	72,369.0 6	75,572.0 7	77,221.1 5	79,345.9 2	81,486.5 5	83,627.1 8
24	57,527.3 8	66,311.8 8	68,071.9 5	70,276.0 0	72,480.0 6	75,635.5 0	77,316.2 9	79,425.2 0	81,581.6 9	83,690.6 0
25	57,606.6 6	66,375.3 0	68,135.3 8	70,339.4 3	72,575.2 0	75,698.9 3	77,379.7 1	79,520.3 4	81,645.1 1	83,754.0 3

Section 16.2 Lane Changes

Course credits will qualify for lane changes if they are in the teacher's area(s) of licensure or assignment. Kindergarten courses (for elementary licensed teachers) and health and physical education courses for health or physical education licensed teachers, will also be approved. Course credits in special education, educational technology, educational psychology, school counseling, reading, library media specialist, English as a second language, Spanish, instructional leadership and those leading to administrative licensure, will also be approved. Other credits may be approved in exceptional and unusual circumstances by the Superintendent's Designee. Teachers must have prior approval of credits from the SD/PGC to have them apply as a lane change.

Verification of the applicability to the area of licensure may be obtained by submitting course approval form to the SD/PGC Chair who will review the request with the Superintendent's Designee. Teachers may appeal an adverse decision of the Superintendent's Designee to the SD/PGC.

Advanced degrees must be in the teacher's area of licensure or assignment. Non-education advance degrees will qualify for lane change if the degree meets the following criteria: 1) the degree is related to the teacher's area of licensure or assignment; and 2) the degree is related to the District's curricular program. Master Degree programs must be approved in advance pursuant to the above process in order to ensure that the program will qualify for lane change credit. The individual classes must also be approved in order to use the credits for lane changes before the Master's Degree is granted.

To apply on the salary schedule, all credits must be earned from an institution of higher education accredited by the appropriate regional or international accrediting agency (i. e. North Central, Far West, Middle States, Southern States, etc.), or through SD/PGC courses. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to achieving the degree. Work experience certification (in an amount of two thousand (2,000) hours) required for vocational licensure may equal thirty (30) quarter credits or equivalent off schedule payment for those staff at BA60 or MA60.

Except for persons attaining advanced degrees or persons on leaves of absence (not to include sick leave, jury duty leave, bereavement leave, personal leave, religious leave and assault leave), teachers may be credited with no more than one (1) lane change in any single fiscal year. To effect a lane change, the following appropriate forms must be completed and submitted to the Human Resources Department:

1. An official college transcript with seal must be presented as evidence that a degree has been earned. For lane changes not requiring the earning of a degree either an official college transcript with seal or the official grade report from the college will be acceptable;

2. SD/PGC Course Completion form;
3. Lane Change form; and
4. Course Approval form.

The lane adjustment will be effective on the first possible payroll date following submission of such forms, but no later than twenty (20) days (excluding Saturdays, Sundays, and holidays), following submission.

Section 16.3 Probationary Period.

Early childhood family education teachers hired on or before October 4, 1995 shall serve a probationary period of one (1) calendar year from their first day of actual service. Those hired after October 4, 1995 shall serve a probationary period of three (3) calendar years from their first day of actual service. After completion of this probationary period, they may be discharged only for cause.

Section 16.4 Seniority.

After completion of the probationary period, early childhood family education teachers shall accrue seniority dated back to their first day of continuous service. The principles and procedures enumerated in Article IX shall otherwise apply to early childhood family education teachers on a separate and like basis except that:

- (a) Early childhood family education teachers shall have a separate seniority list and shall have seniority rights only in the early childhood family education program. Other District teachers shall not have bumping rights into the early childhood family education program.
- (b) The "entitlement" concept contained in Article IX shall be applied to assignments made at the beginning of the school year. Cancellation of classes during the school year shall not cause the reassignment of senior teachers to the classes assigned to junior teachers.
- (c) Any newly created or reinstated classes shall be offered on the basis of seniority to fill out a teacher's entitlement. These positions shall be posted via the weekly ECFE newsletter.

Section 16.5 Group Insurance Benefits.

Teachers employed twenty (20) or more hours per week shall be eligible for participation in all group insurance policies outlined in Article VII. The School District shall contribute a prorated portion, based on K-12 entitlement, of the premium of full-time teachers for each coverage selected. The remainder of the premium shall be borne by the teacher and paid by payroll deduction.

Section 16.6 Preparation Time.

Every early childhood family education teacher will receive one (1) hour of preparation time per class session. Teachers will also receive one (1) hour of paid time for each child conference and two and one-half (2 1/2) hours paid time for each home visit. Each early childhood teacher will receive one (1) hour per week paid time for each team taught class and each parent educator will receive one-quarter (1/4) hour per week for each team taught class. Hours for assigned staff meetings, special projects, workdays, curriculum writing and additional assignments, including those hours negotiated with the supervisor, will be compensated at the hourly rate.

Section 16.7 Assignments.

Tentative assignments for ECFE teachers for the forthcoming year will be given no later than June 30. In the event that changes in the assignments are proposed, all teachers affected shall be notified promptly and consulted. ECFE teachers will be notified of their teacher schedule no later than two (2) weeks prior to the start of the ECFE year.

Section 17.1 Contract Modifications.

The provisions of the Agreement between the Mounds View Education Association and the Mounds View School District that shall NOT apply to Learning Resource Teachers, or that apply as modified in this Article, are:

Article/Section Number	Article/Section Heading	Article/Section Number	Article/Section Heading
Section 4.3	Hours of Employment	Section 6.12	National Board Certification
Section 4.4, 4.5	Professional Day Expectations	Section 6.13	Pay periods and deductions (modified)
Section 4.6	Parent Communication	Section 7.1-7.6	Insurance (modified)
Section 4.7	School Year	Section 8.2	Sick Leave (modified)
Section 4.8	New Teacher Professional Development	Section 8.5	Personal Leave
Section 4.9	Additional Work Days	Section 8.6	Religious Holidays
Section 4.10	Non-Traditional Calendar Year	Section 8.9	Sabbatical
Section 4.15	Prep Time (modified)	Article IX	URL (modified)
Section 6.1	Individual Teacher Contracts	Article XI	Involuntary Transfer
Section 6.2	Basic Salary Schedule	Article XII	Severance
Section 6.3	Longevity	Article XIII	Matching Tax Deferred Annuity Plan
Section 6.4	Initial Placement	Article XIV	Part-Time Teachers
Section 6.5	Step Advancement	Article XV	ABE Teachers
Section 6.7	Lane Changes	Article XVI	ECFE Teachers
Section 6.11	Additional Assignments (modified)	Appendix A/B	Salary Schedules

Section 17.2 Job Duties.

The learning resource teacher collaborates with the regular education teacher to develop supplemental instructional plans for students and provides direct instruction to students based on the developed plan. The LRT will provide teaching, re-teaching, support, explanation and discipline.

Section 17.3 Wages.

Learning Resource Teachers shall be employed as hourly employees. The 2023-2024 rate shall be \$30.56 per hour. The 2024-2025 rate shall be \$33.65 per hour.

Section 17.4 Hours of Work.

Learning Resource Teachers that work at least six hours per day shall be entitled to and be paid for thirty (30) minutes of preparation time before or after their regularly scheduled hours. Learning Resource Teachers that work less than six hours per day will not receive paid preparation time.

Section 17.5 Sick Leave.

Learning Resource Teachers shall earn one (1) sick leave day per month for each month that they work (based on their average daily hours of work per day).

Section 17.6 Personal Leave.

LRT's will earn two (2) personal leave days per year based on their average daily hours of work. Principals will determine whether to hire a substitute for any LRT who utilizes sick or personal leave. Substitutes will be paid at the hourly rate for LRTs.

Section 17.7 Medical Insurance.

Learning Resource Teachers shall be eligible for School District medical insurance if they work at least four (4) hours per day. The amount of the monthly School District contribution will be determined as follows:

Average hours worked per day divided by 8 hours multiplied by District contribution for single insurance

Learning Resource Teachers will pay the difference between the School District contribution and the premium for single coverage through payroll deduction. Learning Resource Teachers may also pay the additional cost to purchase family medical coverage through payroll deduction. Staff members who are employed as both a Teacher and a Learning Resource Teacher will be eligible for health insurance benefits if the sum of their

Teacher FTE and LRT FTE equals .5 or greater. The District contribution towards health insurance will be equal to the sum of their pro rata LRT contribution and pro rata Teacher contribution rounded to the nearest Teacher contribution.

Section 17.8 Seniority.

Learning Resource Teachers will not be placed on the teacher seniority list but will be placed on the LRT seniority list in the same manner as teachers, Article IX, Section 9.3. The concept of entitlement shall not apply to LRTs. Once the LRT's name appears on the LRT seniority list it will continue to appear on the LRT seniority list and the LRT will have unrequested leave rights to an LRT position for a period of two years for those hired after July 1, 2013. LRT's promoted to teaching positions after achieving seniority as an LRT (see above) will be able to bump into an LRT position. LRTs promoted to teaching positions after achieving seniority as an LRT (see above) will be able to bump into an LRT position should their teaching position be eliminated for a period of two years after the promotion for those hired after July 1, 2013. LRTs promoted to teaching positions prior to achieving seniority as an LRT will not be able to bump into an LRT position should their teaching position be eliminated.

Section 17.9 Substituting.

Learning Resource Teachers may be reassigned to cover a teacher's absence in emergency situations (as a part of the building plan to cover absences when a substitute teacher is unavailable). Learning Resource Teachers who are reassigned will receive their hourly rate of pay for hours worked in excess of their normal work schedule. Long Term substitutes will be utilized for LRT's who are absent for a portion of the school year and will be paid at the Learning Resource Teacher hourly rate of pay.

Section 17.10 Transfer Round

When LRT's are on the LRT seniority list, they become eligible to participate in the teacher transfer round pursuant to Article X Voluntary Transfers.

Section 17.11 Enriched District Credits

Any Learning Resource teacher who participates in district sponsored professional development opportunities which result in earning enriched district credit (EDC) may cash out their EDC at any time during the school year at the rate of \$150.00 per EDC for Learning Resource teachers at the BA level or \$172.50 per EDC for Learning Resource Teachers at the MA level.

Section 18.1 No Strikes.

During the term of this Contract, neither the Association nor any individual teacher shall engage in any strike.

Section 18.2 No Lockout.

During the term of this Contract, the School District agrees that it will not directly or indirectly engage in any lockout of teachers.

Section 18.3 Unfair Practices.

During the term of this Contract, neither the School District, the Association, nor any individual teacher shall initiate or engage in any unfair practice in violation of the PELRA.

Section 19.1 Definitions.

The following definitions shall be applicable to terms used in this Contract.

- (a) **Contract Grievance.** A “contract grievance” is any dispute or disagreement as to the interpretation or application of any term or terms of this Contract. A contract grievance may be processed through the entire grievance and arbitration procedure set forth in this Article.
- (b) **Policy Grievance.** A “policy grievance” is any dispute or disagreement as to the interpretation or application of any term or terms of other established policies, rules or regulations of the Employer. A policy grievance may be processed through the grievance procedure to the level of the School Board, but shall not be subject to arbitration.
- (c) **Day.** A “day” is any calendar day except Saturday, Sunday, or a legal holiday. A legal holiday shall be a day designated as such by the State or Federal government and observed by the District by the closing of schools. Days during the basic school year which are not teacher duty days shall not count in the tabulation of days within the timelines herein.

Section 19.2 Filing and Postmark.

The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 19.3 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 time period begins to run shall not be included. The last day of the period so computed shall be counted unless it is an excluded day as per Section 19.1 (c).

Section 19.4 Purpose.

The purpose of this Article is to secure, at the lowest possible administrative level, an equitable and timely resolution of any contract or policy grievance which may arise during the term of this Contract. Nothing contained in this Contract shall be construed to limit, impair or affect the right of any public employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter relating to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 19.5 Representation.

The School District may be represented at any stage of this grievance procedure by any person(s) or agent(s) designated to act in its behalf. The Association shall have the right to have a representative present and to express its position(s) at any meeting for the adjustment of grievances under this Contract. Any teacher with a contract or policy grievance may be represented only by the Mounds View Education Association.

Section 19.6 Grievance Meetings.

There shall be no deduction from pay for any teacher for attendance at any grievance meeting scheduled during working hours by mutual consent of the parties.

Section 19.7 Level One - Principal.

Any teacher with a grievance shall first attempt to resolve such grievance through an informal conference with the Building Principal or other immediate administrative supervisor. Any teacher who is not satisfied with the informal adjustment of his or her grievance must, within ten (10) days of the event giving rise to the grievance, file with the Building Principal or other immediate administrative supervisor a written statement of the grievance on the form set forth in Appendix F. If a teacher is not immediately aware of the event giving rise to the grievance, the ten (10) day period shall run from the date the teacher first knew or should have known of such event. In the event the written grievance is not filed within the appropriate initial ten (10) day period, the teacher shall have an additional period of ten (10) days within which to file, but no additional liability of the School District for back pay or other damages shall accrue during such additional period. The written statement must be dated and signed by the teacher and shall set forth the facts and state the specific provisions of this Contract (for contract grievances) or policy (for policy grievances) alleged to have been violated. A “class grievance” affecting a group of five (5) or more teachers shall be signed by a representative of the Association, and may be appealed from one (1) level to the next by the Association. The principal or other administrative supervisor may

meet with the teacher to discuss the grievance within five (5) days from receipt of the grievance, and shall indicate the disposition of the grievance, in writing, including reasons for such disposition within five (5) days after the hearing at Level One.

Section 19.8 Level Two - Superintendent.

If the disposition of a contract or policy grievance at Level One is not satisfactory to the Association, the Association may file a copy of the written statement of the grievance with the Superintendent within five (5) days from receipt of the disposition of the grievance, or if no written disposition has been made, within ten (10) days from the date of filing the grievance at Level One. The Superintendent or designated representative shall meet with the teacher within five (5) days from receipt of the grievance to discuss the grievance and shall indicate the disposition of the grievance, in writing, within five (5) days from the date of the hearing at Level Two.

Section 19.9 Level Three - School Board.

If the disposition of a contract or policy grievance at Level Two is not satisfactory to the Association, the Association may file, within five (5) days from the receipt of the written disposition of the grievance at Level Two or within ten (10) days from the date of the Level Two hearing with the Superintendent, a written request for a conference with the School Board regarding the grievance. At its next meeting, the School Board shall set a time for a conference with the teacher and the School Board, or with a committee or representative of the School Board, which conference shall take place no later than the next succeeding regularly scheduled meeting of the School Board. The School Board shall indicate its disposition of the grievance at the next School Board meeting. Disposition of the grievance shall be indicated in writing within five (5) days of the School Board decision.

Section 19.10 Submission to Arbitration.

The Association may submit to arbitration any contract grievance which has been properly processed through Level Three of the grievance procedure. The Association must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) days after the written disposition of the grievance at Level Three. The selection of the arbitrator and the arbitration proceedings shall be done in accordance with the procedures promulgated by the Bureau of Mediation Services. 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 proceedings before the arbitrator shall be a hearing denovo. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator shall be final and binding upon the parties, subject however, to the limitations of grievance arbitration as specified in the PELRA. Each party shall pay the cost of any transcripts it may order. Each party shall pay fifty percent (50%) of the arbitrator's fees and filing fees. Not less than five (5) days prior to the date of the hearing each party shall forward to the arbitrator, with a copy to the other party, a submission of the grievance which shall include the following: A statement of the facts, a statement of the issues involved and a statement of the position of the party.

Section 19.11 Jurisdiction and Authority of Arbitrator.

The arbitrator shall have jurisdiction only over those contract grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add to or subtract from, or to change, modify or amend in any way the terms and conditions of employment set forth in this Contract.

Section 19.12 Time Limitations.

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as maximums and every reasonable effort will be made to expedite the process. Failure of a teacher or the Association to comply with the limitations specified shall constitute a waiver of the grievance. Failure of the Superintendent or the School Board or their authorized representatives to act within the time limitations specified shall constitute an admission that the grievance should be sustained. Every reasonable effort will be made to complete the processing of a grievance prior to the end of the basic school year in which it is filed. The parties may mutually agree to waive any level or levels of this grievance procedure, in keeping with the intention of the parties, to resolve grievances as rapidly as possible. Following the initial filing of the

grievance, these timelines will be considered guidelines and strict adherence will be applicable only if invoked, in writing, by either party. Adherence to the timelines shall commence with receipt of the written notice.

Section 20.1 Meet and Confer Items.

The School District and the Association mutually recognize that the PELRA provides for the establishment of procedures whereby the parties may meet and confer on educational policies of the School District and on matters relating to the employment of teachers in addition to the terms and conditions specifically set forth in this Contract.

Section 20.2 Joint Policy Committee.

In order to comply with the spirit and intent of the PELRA, the parties hereby establish a Joint Policy Committee to which all matters subject to the meet and confer process shall be referred. The Joint Policy Committee shall be composed of five (5) members appointed by the School District two (2) of whom shall be members of the School Board) and five (5) members appointed by the Association. The Joint Policy Committee shall meet at the request of either party to consider any matter subject to the meet and confer process under the PELRA, but no less often than once every four (4) months.

Section 20.3 Task Forces.

The District and the Mounds View Education Association agree to form task forces to study educational issues that have significant impact on the District and their employees, students and parents. Membership of the task forces and their charge will be jointly established between the Superintendent (Designee) and the MVEA President. The task forces that are established will be for a date certain.

Section 20.4 Employer Action on Policies.

The proposed adoption, amendment or deletion of policies and regulations listed in this Section shall occur only after Employer representatives and Association representatives on the Joint Policy Committee have met in a good faith effort to reach agreement on such action. Upon completion of this meet and confer procedure, however, the Employer shall review the recommendation, if any, of the Joint Policy Committee before taking action. This Section shall apply to the following policies:

Regulation EG-5101- Human Resources-Specific Teaching Assignment
Regulation EG-5101- Human Resources-Class Preparation
Regulation EG-5101- Human Resources-Professional Visitation Leave
Regulation EG-5101- Human Resources-Sabbatical Leave
Regulation EG-3100- Learning Environment Climate
Regulation EG-5103- Professional Development-Personnel Performance Review
Regulation EG-5103- Professional Development-Teacher Evaluation/Staff Development Process
Regulation EG-2100- Curriculum and Instruction-Summer School
Regulation EG-3109- Student Rights and Responsibilities
Regulation EG-5102- Employee Compensation
Regulation EG-0105- School Year Calendar

The listing of policies in this Section shall not be interpreted to mean that such policies are subject to arbitration under this Contract. Any grievance over any such policy shall be a policy grievance.

It is the mutual intention of the parties that the adoption, alteration or deletion of other policies, relating to the employment of teachers, will normally follow the procedures set forth in this Section 20.3, except as special circumstances may apply.

Section 21.1 Term of Contract.

This Contract shall become effective as of July 1, 2023, and shall continue in full force and effect to and including June 30, 2025 and for biennial periods thereafter except as modified or terminated in accordance with the provisions of this Article.

Section 21.2 Effect of Contract.

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Contract are hereby superseded. Except as otherwise specifically provided herein, nothing contained in this Contract shall be construed to limit or impair the rights of any teacher employed by the School District under the provisions of Minnesota law.

Section 21.3 Termination or Modification.

Either party desiring to terminate or modify this Contract must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2025, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any odd-numbered year thereafter. A notice of desire to modify this Contract shall set forth specifically all proposed modifications sought by the party, and all clauses of this Contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications have been given.

Section 21.4 Severability.

Any provision of this Contract which is deemed by a Federal or State court or agency to be in violation of any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, shall be null and void and without force and effect. The provisions of this Contract shall be severable, and if any provision hereof or application of any such provision is held to be invalid, it shall not affect any other provision of this Contract or application of such provision.

The School District and the Association will meet not later than ten (10) days after such determination for the purpose of re-negotiating any affected provision. The School District reserves the final right to amend any affected provision of this Contract to the extent necessary to fulfill compliance with Federal or State laws, or rules or regulations promulgated thereunder, subject to the arbitration provisions of the grievance procedure.

Section 21.5 Publication of Contract.

The School District shall provide one (1) copy of this Contract to each teacher employed, and shall provide one hundred (100) copies to the Association for its own use.

Section 21.6 Negotiations During Term.

The parties mutually acknowledge that during the negotiations, which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for teachers. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the School District and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any or all of the provisions of this Contract may be opened for negotiation and modification at any time by mutual consent.

IN WITNESS WHEREOF, the parties have executed this Contract this November 15, 2023 as follows:

INDEPENDENT SCHOOL
DISTRICT NO. 621

MOUNDS VIEW EDUCATION
ASSOCIATION

Chairperson

President

Clerk

Negotiator

Superintendent

Negotiator

Executive Director of Human Resources

Negotiator

Negotiator

Negotiator

2023-2024 SALARY SCHEDULE

STEP	BA	15	30	45	60	MA	15	30	45	60	PHD
1	47,176	48,971	50,749	52,543	54,338	55,911	57,705	59,499	61,276	63,072	64,866
2	47,619	49,414	51,226	53,019	54,815	56,624	58,420	60,213	61,992	63,787	65,581
3	48,262	50,056	51,851	53,646	55,440	57,228	59,322	61,117	62,911	64,689	66,483
4	49,005	50,798	52,594	54,388	56,181	58,470	60,264	62,075	63,836	65,647	67,424
5	49,868	51,663	53,457	55,253	57,046	59,610	61,405	63,199	64,977	66,772	68,566
6	50,827	53,053	54,865	56,658	58,453	60,857	62,668	64,462	66,256	68,051	70,062
7	52,550	54,776	57,018	58,813	60,607	63,698	65,493	67,287	69,080	70,859	72,653
8	55,295	57,555	59,799	62,025	64,252	66,794	68,587	70,383	72,176	73,972	75,766
9		61,803	64,046	66,273	68,499	70,294	72,353	74,415	76,459	78,535	80,595
10		66,367	68,611	70,837	73,097	75,190	77,234	79,294	81,354	83,399	85,458
11		71,280	73,524	75,766	78,010	81,620	83,681	85,757	87,801	89,845	91,955

*No advancement to steps 9 or 10 at the BA00 lane. To advance, teachers must be at the BA15 lane

See Page 79 for the Q Comp salary schedule which includes a \$1,000 Q Comp payment.

Memorandum of Understanding:

Each teacher will receive a \$4,000 off-schedule payment to be received half on January 15 and half on June 15 in each year of the contract. This off-schedule payment is bargained each two year contract.

Teacher longevity:

Fifteenth (15) year in District = \$1,500. Every year beyond fifteen (15) years is an additional \$150.

Longevity Examples:

Longevity Step	Longevity Amount	Longevity Step	Longevity Amount
Start	\$1500	29	\$3750
15	\$1650	30	\$3900
16	\$1800	31	\$4050
17	\$1950	32	\$4200
18	\$2100	33	\$4350
19	\$2250	34	\$4500
20	\$2400	35	\$4650
21	\$2550	36	\$4800
22	\$2700	37	\$4950
23	\$2850	38	\$5100
24	\$3000	39	\$5250
25	\$3150	40	\$5400
26	\$3300	41	\$5500
27	\$3450	42	\$5700
28	\$3600	43	\$5858

2024-2025 SALARY SCHEDULE

STEP	BA	15	30	45	60	MA	15	30	45	60	PHD
1	51,894	53,868	55,824	57,797	59,772	61,502	63,476	65,449	67,404	69,379	71,353
2	52,381	54,355	56,349	58,321	60,297	62,286	64,262	66,234	68,191	70,166	72,139
3	53,088	55,062	57,036	59,011	60,984	63,281	65,254	67,229	69,202	71,158	73,131
4	53,906	55,878	57,853	59,827	61,799	64,317	66,290	68,283	70,220	72,212	74,166
5	54,855	56,829	58,803	60,778	62,751	65,571	67,546	69,519	71,475	73,449	75,423
6	55,910	58,358	60,352	62,324	64,298	66,943	68,935	70,908	72,882	74,856	77,068
7	57,805	60,254	62,720	64,694	66,668	70,068	72,042	74,016	75,988	77,945	79,918
8	60,825	63,311	65,779	68,228	70,677	73,473	75,446	77,421	79,394	81,369	83,343
9		67,983	70,451	72,900	75,349	77,323	79,588	81,857	84,105	86,389	88,655
10		73,004	75,472	77,921	80,407	82,709	84,957	87,223	89,489	91,739	94,004
11		78,408	80,876	83,343	85,811	89,782	92,049	94,333	97,581	99,830	102,151

*No advancement to steps 9 or 10 at the BA00 lane. To advance, teachers must be at the BA15 lane

See Page 79 for the Q Comp salary schedule which includes a \$1,000 Q Comp payment.

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Longevity Examples:

Longevity Step	Longevity Amount	Longevity Step	Longevity Amount
Start	\$1500	29	\$3750
15	\$1650	30	\$3900
16	\$1800	31	\$4050
17	\$1950	32	\$4200
18	\$2100	33	\$4350
19	\$2250	34	\$4500
20	\$2400	35	\$4650
21	\$2550	36	\$4800
22	\$2700	37	\$4950
23	\$2850	38	\$5100
24	\$3000	39	\$5250
25	\$3150	40	\$5400
26	\$3300	41	\$5500
27	\$3450	42	\$5700
28	\$3600	43	\$5858

Schedule 2023-2024

MSHSL Sports/Activities

Head Coach	Stipend	JV Coaches/9 th Grade/Assistants	Stipend
Football	\$6,788	Football	\$4,773
Hockey	\$6,788	Hockey	\$4,773
Basketball	\$6,788	Basketball	\$4,773
Wrestling	\$6,660	Wrestling	\$4,773
Swimming	\$6,660	Swimming	\$4,773
Gymnastics	\$6,660	Gymnastics	\$4,773
Baseball	\$5,388	Baseball	\$4,049
Soccer	\$5,388	Soccer	\$4,049
Track	\$5,388	Track	\$4,049
Softball	\$5,388	Softball	\$4,049
Nordic Skiing	\$5,388	Skiing	\$4,049
Alpine Skiing	\$5,388	Volleyball	\$4,049
Volleyball	\$5,388	Lacrosse	\$4,049
Lacrosse	\$5,388	Cross Country	\$3,476
Cross Country	\$5,388	Tennis	\$3,476
Tennis	\$5,388	Golf	\$3,084
Golf	\$5,388	Dance	\$3,084
Dance	\$5,388	Adapted	\$3,084
Adapted	\$5,388		
		9 th Grade Football	\$4,049
		9 th Grade Basketball	\$4,049
		9 th Grade Soccer	\$3,084
		9 th Grade Baseball	\$3,084
		9 th Grade Tennis	\$3,084
		9 th Grade Volleyball	\$3,084
		9 th Grade Softball	\$3,084
Lead Advisors			
HS Marching Band	\$6,660		
HS Band	\$6,660		
HS Robotics	\$5,295		
HS Choir	\$4,436		
HS Orchestra	\$4,436		
HS Debate	\$4,383		
HS Speech	\$4,383		

District Sponsored Activities

Advisors	Stipend
HS Student Council	\$4,051
HS Drama	\$3,677
HS Newspaper	\$3,677
HS Year Book	\$3,677
MS Science Olympiad Coach	\$3,084
MS Chamber Orchestra	\$3,084
MS Choir Ensemble	\$3,084
MS Jazz Band	\$3,084

Skills USA/DECA/BPA	\$3,084
Lead Performance Dance – Fall	\$2,683
HS Drama Assistant Director	\$2,683
MS Drama	\$2,683
MS Yearbook	\$2,683
HS Chemical Hygiene Officer	\$2,298
MS Student Council	\$2,298
Weight Training/Lifting	\$2,298
Equipment Manager	\$2,298
HS Math Team	\$2,115
HS Honor Society	\$2,115
Economics Club	\$2,115
Mock Trial	\$2,115
HS Chess	\$1,788
Class Advisor	\$1,788
MS Math Team	\$1,788
GSA Secondary	\$1,788
ACE	\$1,788
HS Buddies Program	\$1,540
Archery	\$1,540
Quiz Bowl Secondary	\$1,540
HS One Act Play Director	\$1,540
Educators Rising	\$1,540
MS Chemical Hygiene Officer	\$1,416
HS Language Club	\$1,416
MS Newspaper	\$1,416
HS Scholarship Coordinator	\$1,393
HS School Store	\$1,388
District Chemical Hygiene Officer	\$1,084
Synergy Advisor	\$1,084
Assistant Performance Dance – Fall	\$927
Elementary Science Olympiad – <i>per team</i>	\$801
Mentor Advisor	\$801
MS Science Olympiad – <i>one per building</i>	\$535
Dual and Concurrent Enrollment	
• ARCC Classes – per section (1 section = 1 semester)	\$535
• AP or CIS Classes – per section (1 section = 1 semester)	\$267
HS Test and AP Coordinator	\$5,285
HS Test Coordinator	\$4,470
MS Test Coordinator	\$3,832
Elementary Test Coordinator	\$3,192
Elementary Art Fair (<i>1 event per year or apply to communication hours</i>)	\$123
Elementary Science Fair (<i>1 event per year or apply to communication hours</i>)	\$123
Elementary Music Concerts (<i>per performance or apply to communication hours</i>)	\$123
MS Music Concerts (<i>per performance or apply to communication hours</i>)	\$161
Summer School Lead Teacher (<i>elementary only, non-administrator</i>)	\$2491 - 15% of revenue, max \$4800 per coordinator
Site Coordinator (<i>extended day, extended week</i>)	15% of revenue, max \$4800 per coordinator

<i>Compensation is for one coordinator per building. Job sharing is permitted. Payment will be made upon completion of all targeted services programming to reflect actual enrollment.</i>	
Site Coordinator (extended year) <i>HS and ALC summer school program</i>	15% of revenue, max \$4800 per coordinator
Summer Fee Based for Credits (<i>per hour</i>)	\$44
Homebound (<i>per hour</i>)	\$33
Summer Fee Not Based on Credit (<i>per hour</i>)	44
Itinerant Special Services Stipend (<i>travel to two or more buildings</i>) <i>OT, PT, Psychologist, DHH, DAPE, Nurses, Speech, Birth02</i>	\$342
AFT Teach Instructor (<i>per course</i>)	\$3,421
Professional Growth Committee Member	\$1,419
Secondary Dean	\$6,901
Elementary Dean	\$1751
Chaperone (<i>per event & based on amount of time</i>)	\$43 - \$80

MVEA is the exclusive representative of the district's teachers, it is an unfair labor practice to set rates of pay without consulting with MVEA and school district HR. As such, any new stipends and/or changes to stipends must be approved prior to teachers signing an extra assignment form.

MSHSL Sports/Activities

Head Coach	Stipend	JV Coaches/9th Grade/Assistants	Stipend
Football	\$6,991	Football	\$4,916
Hockey	\$6,991	Hockey	\$4,916
Basketball	\$6,991	Basketball	\$4,916
Wrestling	\$6,860	Wrestling	\$4,916
Swimming	\$6,860	Swimming	\$4,916
Gymnastics	\$6,860	Gymnastics	\$4,916
Baseball	\$5,550	Baseball	\$4,170
Soccer	\$5,550	Soccer	\$4,170
Track	\$5,550	Track	\$4,170
Softball	\$5,550	Softball	\$4,170
Nordic Skiing	\$5,550	Skiing	\$4,170
Alpine Skiing	\$5,550	Volleyball	\$4,170
Volleyball	\$5,550	Lacrosse	\$4,170
Lacrosse	\$5,550	Cross Country	\$3,581
Cross Country	\$5,550	Tennis	\$3,581
Tennis	\$5,550	Golf	\$3,176
Golf	\$5,550	Dance	\$3,176
Dance	\$5,550	Adapted	\$3,176
Adapted	\$5,550		
		9 th Grade Football	\$4,170
		9 th Grade Basketball	\$4,170
		9 th Grade Soccer	\$3,176
		9 th Grade Baseball	\$3,176
		9 th Grade Tennis	\$3,176
		9 th Grade Volleyball	\$3,176
		9 th Grade Softball	\$3,176
Lead Advisors			
HS Marching Band	\$6,860		
HS Band	\$6,860		
HS Robotics	\$5,454		
HS Choir	\$4,569		
HS Orchestra	\$4,569		
HS Debate	\$4,514		
HS Speech	\$4,514		

District Sponsored Activities

Advisors	Stipend
HS Student Council	\$4,173
HS Drama	\$3,787
HS Newspaper	\$3,787
HS Year Book	\$3,787
MS Science Olympiad Coach	\$3,176
MS Chamber Orchestra	\$3,176
MS Choir Ensemble	\$3,176
MS Jazz Band	\$3,176
Skills USA/DECA/BPA	\$3,176
Lead Performance Dance – Fall	\$2,764
HS Drama Assistant Director	\$2,764
MS Drama	\$2,764
MS Yearbook	\$2,764

HS Chemical Hygiene Officer	\$2,367
MS Student Council	\$2,367
Weight Training/Lifting	\$2,367
Equipment Manager	\$2,367
HS Math Team	\$2,178
HS Honor Society	\$2,178
Economics Club	\$2,178
Mock Trial	\$2,178
HS Chess	\$1,842
Class Advisor	\$1,842
MS Math Team	\$1,842
GSA Secondary	\$1,842
ACE	\$1,842
HS Buddies Program	\$1,586
Archery	\$1,586
Quiz Bowl Secondary	\$1,586
HS One Act Play Director	\$1,586
Educators Rising	\$1,586
MS Chemical Hygiene Officer	\$1,459
HS Language Club	\$1,459
MS Newspaper	\$1,459
HS Scholarship Coordinator	\$1,434
HS School Store	\$1,430
District Chemical Hygiene Officer	\$1,116
Synergy Advisor	\$1,116
Assistant Performance Dance – Fall	\$955
Elementary Science Olympiad – <i>per team</i>	\$825
Mentor Advisor	\$825
MS Science Olympiad – <i>one per building</i>	\$551
Dual and Concurrent Enrollment	
• ARCC Classes – per section (1 section = 1 semester)	\$551
• AP or CIS Classes – per section (1 section = 1 semester)	\$275
HS Test and AP Coordinator	\$5,443
HS Test Coordinator	\$4,604
MS Test Coordinator	\$3,947
Elementary Test Coordinator	\$3,288
Elementary Art Fair (<i>1 event per year or apply to communication hours</i>)	\$126
Elementary Science Fair (<i>1 event per year or apply to communication hours</i>)	\$126
Elementary Music Concerts (<i>per performance or apply to communication hours</i>)	\$126
MS Music Concerts (<i>per performance or apply to communication hours</i>)	\$166
Summer School Lead Teacher (<i>elementary only, non-administrator</i>)	\$2491 - 15% of revenue, max \$4800 per coordinator
Site Coordinator (<i>extended day, extended week</i>) <i>Compensation is for one coordinator per building. Job sharing is permitted. Payment will be made upon completion of all targeted services programming to reflect actual enrollment.</i>	15% of revenue, max \$4800 per coordinator
Site Coordinator (extended year) <i>HS and ALC</i>	15% of revenue, max \$4800 per coordinator

<i>summer school program</i>	
Summer Fee Based for Credits (<i>per hour</i>)	\$44
Homebound (<i>per hour</i>)	\$34
Summer Fee Not Based on Credit (<i>per hour</i>)	\$44
Itinerant Special Services Stipend (<i>travel to two or more buildings</i>) OT, PT, Psychologist, DHH, DAPE, Nurses, Speech, Birth02)	\$352
AFT Teach Instructor (<i>per course</i>)	\$3,523
Professional Growth Committee Member	\$1,462
Secondary Dean	\$7,108
Elementary Dean	\$1804
Chaperone (<i>per event & based on amount of time</i>)	\$44 - 82

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Extended Day, Extended Week, Extended Year Salary Schedule

Stipends will be calculated according to the following formula:
(Number of student contact hours + six (6) to ten (10) hours for prep & grading] * hourly rate (see below)

2023-2024
BA RATE
\$22/hour

2024-2025
MA RATE
\$24/hour

The number of hours for preparation and grading will vary based on the assignment and will be determined by the administrator.

*see MOU #1

MOUNDS VIEW PUBLIC SCHOOLS
INDEPENDENT SCHOOL
DISTRICT NO. 621

GRIEVANCE FORM

GRIEVANCE NUMBER _____
(Assigned by Employer)

(See Contract Article XVII for
additional information.)

Attachments may be made where insufficient space is provided for response.

Timelines for Level One (I)-

1. **File** within ten (10) days or ten (10) additional days without additional liability to District for this time period.
2. **Hearing**-Within five (5) days of receipt of grievance.
3. **Response**-Within five (5) days of date hearing was held.

Teacher Presenting Grievance:

Name: _____

School: _____

Date of Incident: _____

Type of Grievance: (Check One)

Contract _____ Policy _____

Background Facts Pertaining to Grievance:

Specific Provision(s) of Contract or Policy Allegedly Violated:

Remedy Sought:

Date

Teacher

Association Representative (For Class Grievances). (Teacher should send one (1) copy to Principal or Supervisor and one (1) copy to the Human Resources Office.)

LEVEL ONE DISPOSITION:

Reason(s) for Disposition:

Date: _____

Principal or Supervisor
(Principal should send one (1) copy to Grievant, and two (2) copies to MVEA Office.)

Timelines for Level Two (II)-

1. File within five (5) days of Level I receipt of disposition.
2. Hearing within five (5) days of receipt of appeal.
3. Response within five (5) days of hearing date.

**APPEAL TO LEVEL TWO (II)
SUPERINTENDENT**

Yes _____ No _____

Signature _____

Date _____

(One (1) copy to Human Resources Office, one (1) copy to Principal and one (1) copy to Superintendent.)

LEVEL TWO DISPOSITION:

Reason(s) for Disposition:

Date

Superintendent
(Two (2) copies to MVEA and one (1) copy to Grievant.)

Timelines for Level Three (III)-

1. File within five (5) days of receipt of written disposition.
2. Hearing will be scheduled at next Board meeting.
3. Response will be heard at succeeding Board meeting. Written disposition sent in five (5) days.

APPEAL TO LEVEL THREE (III) BOARD OF EDUCATION

A conference with the Board of Education is hereby requested.

Yes _____ No _____

Signature _____

Date _____
(One (1) copy to Superintendent's Office and one (1) copy to Grievant.)

LEVEL THREE (III) DISPOSITION:

Reason(s) for Disposition:

Date:

Independent School District No. 621
By: _____
Clerk
(Two (2) copies to MVEA and one (1) copy to Grievant.)

Timelines for Level Four (IV)-

1. File within fifteen (15) days from receipt of the written disposition.
2. Hearing - Scheduled according to BMS procedures.
3. Response within thirty (30) days of hearing.

APPEAL TO LEVEL Four (IV)

We wish to submit this grievance to Arbitration:

Yes _____ No _____

Statement of the Dispute:

Mounds View Education Association

Remedy Sought:

Date: _____

By: _____
(One (1) copy to BMS, one (1) copy to Superintendent's Office and one (1) copy to Human Resources Office.)

Specific Teaching Assignment

All teachers shall be given written notice of the different course offerings they will be teaching the forthcoming year at the earliest possible date but no later than the last work day of the normal school year. In the event that changes in the course offerings are proposed, all teachers affected shall be notified promptly and consulted. Teachers will be notified of their teaching schedules no later than August 15 preceding the commencement of the school year, unless an emergency situation arises.

Adopted: September 11, 1972

Class Preparation

Secondary teachers with less than two (2) years teaching experience shall not be assigned more than two (2) class preparations a day. Secondary tenured teachers shall not be assigned more than three (3) class preparations a day. A class preparation shall be defined as an assignment generally requiring daily, separate and special preparation. An elementary teacher with less than two (2) years teaching experience shall not be assigned to a split level grade, unless in a team situation.

Adopted: September 11, 1972

Professional Visitation Leave

Staff members may be allowed released time for planned classroom visitation and school observation upon the request of the principal and approval by the appropriate director. This policy is directed toward local or metropolitan area visitation and is not meant to conflict with the policy relating to attendance at state, regional and national conferences and conventions. The plan of visitation, including any necessary costs, must be submitted and approved in advance by the principal and director. Such visitations may be used as a part of the teachers' in-service professional growth program, especially to examine new or innovative types of programs in operation in one (1) of our schools or in other schools in our area. As special projects or educational changes are being considered in a school, the principal has the opportunity, within certain limits, of requesting to send one (1) or more teachers to examine and inspect a similar type of educational program. This is the purpose of the program. It is intended as part of a program which will allow staff members to obtain specific information relative to possible changes in Mounds View District programs.

Each school shall be entitled to professional visitation in the amount of one-half (1/2) day per year per full-time teacher. Reimbursement for any necessary expenses may be allowed teachers providing the Building Principal has received prior approval by the appropriate director. Substitutes, when necessary, shall be provided by the School District.

Adopted: January 11, 1971

Sabbatical Leave

Sabbatical leave will be available with compensation and may be granted to members of the Mounds View certificated staff under certain conditions.

The Purposes:

The underlying philosophy of the sabbatical leave program is to improve the quality of teaching and major consideration must be given to the benefits which will accrue to the pupils and to the community through the individual teacher's personal growth through study, research and writing. Sabbatical leave for study shall be limited to individuals centering their studies in their area of major concentration and may not be used for retraining in a new area unless at the request of the School District through the Superintendent of Schools.

Eligibility:

Licensed members of the Mounds View faculty and administration who have served satisfactorily for a period of at least seven (7) years are eligible to apply for such leave. It is recommended that staff members desirous of sabbatical leave apply for such leave prior to reaching the age of sixty (60).

Quota:

Not more than one percent (1%) of the total prorated professional staff shall be granted sabbatical leave in any one (1) full academic year.

Compensation:

Sabbatical leaves may be granted for either one (1) semester or one (1) full basic school year. Compensation for the leave period may be up to one-half (1/2) of the scheduled basic salary which the staff member would have received had such leave not been granted. The staff members granted sabbatical leave shall be required to contract to serve Mounds View School District for a period of one (1) school year immediately following the expiration of such leave. Failure of a teacher to return from sabbatical leave for at least one (1) basic school year, shall obligate such teacher to return all compensation received from the School District during the sabbatical leave. Upon return at the end of the sabbatical leave, the staff member will be given equivalent salary status in all respects to that which he/she would have had had he/she not been on sabbatical leave. A teacher who is granted a sabbatical leave shall retain all rights of tenure, retirement, insurance, accrued leave allowance and other such benefits upon his/her return. Additional leave allowance, however, will not accrue during the time of the sabbatical leave.

Other Employment or Grants and Fellowships:

During the period of sabbatical leave, a teacher may engage in remunerative employment and/or may accept grants or fellowships, if all other provisions of this Agreement are met and such employment, grant or fellowship does not adversely affect the purposes of the sabbatical leave.

Application Procedure:

1. The applicant shall use a sabbatical leave form to request such a leave, the form being available from his/her Principal or the Human Resources Department. This form must be completed and filed with the Superintendent of Schools not later than March 1 of the school year preceding the year of leave. A decision regarding the approval or disapproval of the leave shall be made no later than April 1 of the school year preceding.
2. Staff members must make application to the Superintendent of Schools not later than March 1 for leave affecting the following school year. The application must include a description of the intended activities or studies and its anticipated benefits to the applicant's performance.
3. If the leave is for formal study at an institution of higher learning, the application shall show evidence of acceptability of the teacher's program or project by the institution.
4. The Superintendent will submit the applications for sabbatical leave to the Staff Development/Professional Growth Council which will review them in light of the criteria established in the policy and make recommendations to the Superintendent for acceptance or rejection of the requests.

Determinants of Sabbatical Leave:

In order that all applicants be given equal consideration and in case the number of requests exceeds the limitation, the following criteria will be considered in selecting the candidates for sabbatical leave:

1. The merit of the objectives as they relate to improving the instructional program;
2. Years of teaching experience in the Mounds View District;
3. Previous leaves;
4. Reasonable distribution of applicants by schools;
5. Teaching needs within the school system; and
6. Evidence of acceptance of the teacher's program or project by the institution offering the advanced study or research.

General:

Alternate candidates may be chosen and listed in order in case one (1) of the recipients is unable to participate in the sabbatical as planned. Any variations or changes in the approved study program must be planned in consultation with the Superintendent or his/her appointed representative and be approved in advance.

Staff members returning from sabbatical leave will not participate in the interviewing and selection procedures as outlined in Policy #4111.2 but will be reassigned by the Director of Human Resources. Reassignment will be in accordance with negotiated agreements.

Sabbatical leave is not a right to which staff members are entitled after seven (7) years' service, but a privilege which may be granted to employees who present evidence that the completion of the proposed planned program will improve their background, training and skills and enable them to better serve the School District.

Revised: October 27, 1969

Revised: January 22, 1973

Revised: September 10, 1973

Revised: October 22, 1990

Revised: February 13, 1996

Revised: May 13, 1997

1. The Employer recognizes that the number of students in a teacher's classroom affects the teacher's workload, student achievement, and the learning environment of the school and classroom.
2. It is understood that many factors affect the performance of teachers and students in the classroom. The Board recognizes that class load is one of these factors and further recognizes that excessive class load is a factor adversely affecting the learning climate in the classroom.
3. In the interest of student achievement, every reasonable effort shall be made to maintain small classes consistent with the financial resources of the District.

Footnote: The wording of this policy is the result of a negotiated agreement between Independent School District 621 and the Mounds View Education Association for the 1981-83 school years dated November 16, 1981.

Adopted: March 22, 1982

Personnel Performance Review

School Board and Administration goals and objectives include a concept which views the evaluation process as an opportunity for both Employer and employee to improve the quality of instruction and all related support services. All procedures, forms, job descriptions, guides and criteria shall relate as much as possible to those performances and behaviors by employees which have a direct or indirect effect on the educational process, on the performance and behavior of students, and on the advancement of the instructional program. The evaluation process shall be carried out on a continuing basis and include opportunities for both formal and informal evaluation. The process shall employ a variety of techniques for assessing employee performance. The process shall encourage a continuing self-evaluation by employees and improvement in job performance. Each formal observation and evaluation shall include follow-up consultation between the employee and the evaluator and the employee shall receive a signed copy of any formal written evaluation of his/her job performance that is to be included in the individual's personnel file. Rebuttal of a written evaluation shall be permissible pursuant to negotiated contract provisions and/or School Board policy. Due process requirements shall be met in all performance review processes. Criteria for the implementation of performance review shall be established for each employee group in accordance with position requirements.

Adopted: September 20, 1976

Teacher Evaluation/Staff Development Process

PHILOSOPHY: Independent School District #621 and the professional staff recognize that the primary goal of our efforts is to enhance student learning and development. Because teacher effectiveness is an integral

component in improving student growth and achievement, the District's evaluation process is designed to support, enhance and sustain teacher performance. Evaluation is a systematic and continuous process to promote teacher growth and performance.

PURPOSE:

1. Enhance teacher effectiveness and improve instruction.
2. Enable staff members to realize their highest potential as teachers.
3. Encourage ongoing cooperation, mutual respect and effective communication among colleagues.
4. Create an environment supportive of reflection, change and trust.
5. Provide assistance to professional staff members in need.
6. Provide support and assistance to probationary teachers.

POLICY PARAMETERS: The Teacher Evaluation/Staff Development Process is ongoing and continuous as outlined in Policy #4117 which governs the evaluation of all District 621 employees. Teacher evaluation is based upon the professional proficiencies for teacher performance described in Regulation #4117.11. The Teacher Evaluation/Staff Development Process includes the following components:

- A. Probationary Staff (as defined by Minnesota Statute 122A.40 and Article IX of the Contract)
1. A yearly comprehensive evaluation by the supervising administrator which will include a minimum of three (3) observation reports (Form #4117.11 (b)) and one (1) summary report (Form #4117.11 (c)).
 - a. At least two (2) formal observations are to be held in the primary work site and are to include pre-observation information (Form #4117.11 (a)), the observation itself, and a post-observation conference.
 - b. Post-observation conferences should be held within five (5) working days after the observation.
 2. A yearly self evaluation by the probationary staff member to be discussed with the supervising administrator at one (1) of the post-observation conferences (Form #4117.11 (d)).
 3. Participation in District staff development initiatives designed for probationary teachers within the first two (2) years in the District.
 4. The assignment of a mentor teacher to assist first year District 621 staff members.
 5. An annual administrative recommendation regarding probationary status.

Probationary teacher(s) and the supervising administrator will meet prior to October 15 to review the evaluation process, discuss building expectations and plan the sequence which should comply with timelines as established by the Director of Human Resources.

- B. Continuing Contract Staff (as defined by Minnesota Statute 122A.40 and Article IX of the Contract)
1. An evaluation sequence every third (3rd) year which will include a minimum of two (2) observation reports and a summary report (Form #4117.11 (e)).
 - a. At least one (1) formal observation should be held in the primary work site and is to include pre-observation information (Form #4117.11 (a)), the observation itself, and a post-observation conference. Mutually agreed upon alternative observation formats are encouraged.
 - b. Post-observation conferences should be held within five (5) working days after the observation.
 - c. Teacher(s) and the supervising administrator will meet prior to October 15 to review the evaluation process, discuss building expectations and plan the sequence which should comply with timelines as established by the Director of Human Resources. Expectations beyond those listed in the performance review shall be communicated in writing.
 - d. The supervising administrator, with reason, may choose to place a teacher in the comprehensive evaluation phase more often than the normal cycle of every third (3rd) year. (See attached information on 621 Assistance Program for Continuing Contract

Teachers (Regulation #4117.12.)

- e. A self-evaluation will be completed by the continuing contract staff member and discussed with the supervising administrator (Form #4117.11 (d)).
 2. Participation in a professional development plan in those years in which a comprehensive evaluation does not take place. The plan should be submitted to the supervising administrator by November 1 each year with completion no later than May 15 each year (Form #4117.11 (f)).
- C. 621 Assistance Program for Continuing Contract Teachers (Regulation #4117.12)
1. The supervising administrator will determine when it is appropriate to place a teacher in the Assistance Program.
 2. Three (3) levels of assistance are provided:
 - a. Informal Level Assistance involves the teacher and the supervising administrator.
 - b. Building Level Assistance involves the teacher and the supervising administrator (Form #4117.12(a)).
 - c. District Level Assistance involves the teacher, administrator, and District appointed team (Form #4117.12(b)).

RECORD-KEEPING:

- A. Probationary Staff - All conference and summary reports, staff development records, and appropriate related material will be forwarded for inclusion in the employee's personnel file.
- B. Continuing Contract Staff - Staff development forms and any attachments will be forwarded for inclusion in the employee's personnel file. The comprehensive summary evaluation report will be included in the employee's personnel file.
- C. 621 Assistance Program for Continuing Contract Teachers - (Ref. Reg. 4117.12)
- D. Teachers will be given a copy and an opportunity to sign each written document relating to evaluation/staff development prior to its inclusion in the personnel file. Teachers may request to review their files at any time.

PERSONNEL EVALUATED: All persons in certified staff positions in District 621 come under the Teacher Evaluation/Staff Development Process, with the exception of administrative staff covered under the Administrative Evaluation System. Building Principals, with concurrence of the Superintendent, are responsible for identifying the evaluators of staff assigned to their buildings. Evaluators of staff assigned to multiple buildings will be determined by the principal of the building where the majority of the teacher's duties are carried out, or as assigned by the Superintendent.

ANNUAL REPORT: The Superintendent shall report annually to the Board on this policy and make recommendations as needed.

Adopted: October 18, 1976

Revised: July 13, 1992

Revised: September 24, 1996

Revised: July 13, 1999

Summer School

It is the intention of the Mounds View School District to offer a summer school program when it is financially possible to do so.

Purpose:

The purpose of the summer school program is to provide:

1. remedial opportunities for those students in need, including those identified in the Assurance of Mastery process
2. make-up opportunities for secondary students who have failed courses
3. opportunity for enrichment courses, K-12
4. an option for high school students who wish to take more than six classes during the regular term
5. opportunity for continuing instruction
6. opportunity for acceleration
7. readiness opportunities for primary children
8. opportunity for piloting or evaluating new programs

Administration: The Deputy Superintendent is the administrator responsible for the summer school program. Building principals and other administrators will assist. The Deputy Superintendent will select the Summer School Coordinator and Summer School Building Supervisors on an annual basis.

Coordination with Regular School Year Program: The summer school program is an integral part of the educational offerings of the Mounds View School District, and will be coordinated with the regular school year program. The summer school registration guide will identify those credit courses with a compacted curriculum which will require students to do more work independently. Summer school course offerings will be approved by the Deputy Superintendent.

Fees: Fees will be established in accordance with Minnesota Statutes and District policy (ref. Regulation EG-5116 – Fees).

Personnel:

1. Applications for summer school employment will be available at the summer school office where the completed forms will be processed and contracts issued.
2. Pertinent dates for summer school applications and selection will be posted in a timely manner on a yearly basis. The postings will include timelines for publications of job openings, submission of applications and notification to applicants.
3. Whenever possible, the School District will give preference in hiring to: a) Current Mounds View employees and b) Those who taught in the previous summer school.
4. Summer School Building Supervisors will be responsible for hiring, placement and orientation of summer school teachers.

Employment Conditions: The following provisions apply to those individuals who are regular employees in the District and have accumulated leave allowances:

1. Funeral Leave. Funeral leave for summer school operates as an extension of the school year.
2. Sick Leave. Summer school sick leave shall be deducted at the rate of one-half (1/2) day of leave allowance for each day of absence during summer school. A teacher may be required to substantiate the fact of illness or injury in cases of systematic, successive or repetitive absences, and may be required to present a statement from a doctor of medicine for any illness or injury over two (2) consecutive days certifying that the teacher has recovered sufficiently to return to normal duties.
3. Personal Leave. A teacher having available personal leave at the end of a school year may reserve one (1) personal leave day to be used for one (1) summer school absence. Use of personal leave in summer

school must be pre-approved by June 15 by the Human Resources Director. Reimbursement for an unused personal leave days will be made at the end of summer school.

4. Organizational Leave. Up to five (5) days per year of Association leave will be available for use during summer school, provided that the Association will pay the cost.

Timelines:

1. The Executive Director for Curriculum and Instruction or Superintendent's Designee and the Summer School Coordinator will establish annually a timeline of events for the next session.
2. The School Board will approve annually the summer school program, dates and sites.

Transportation: Limited transportation will be provided by the School District.

Determination of the Curriculum: In determining what summer school program will be recommended for Board approval, the Executive Director for Curriculum and Instruction or Superintendent's Designee and Summer School Coordinator will consider:

- a) Budget;
- b) Previous summer school offerings;
- c) Current curriculum needs;
- d) State regulations; and
- e) Proposed courses

As during the regular school year, administrators and teachers will work together to determine curriculum.

Teachers and administrators may propose new courses by submitting the course outline and learner outcomes to the Executive Director for Curriculum and Instruction or Superintendent's Designee. Courses offered for high school credit must be approved by the high school principals prior to final approval by the Executive Director for Curriculum and Instruction or Superintendent's Designee.

Summer school credit courses will meet or exceed state clock hour guidelines.

Monitoring the Curriculum: Summer School Building Supervisors will be responsible for monitoring the curriculum in their respective buildings and reporting to the Summer School Coordinator and the Executive Director of Curriculum and Instruction or Superintendent's Designee.

Adopted: January 24, 1989

Revised: December 7, 1995

Removal of Student From Class

General: It is recognized that the primary responsibility for maintaining discipline in the classroom remains with the teacher. It is also recognized that stronger measures may be required once such steps as: insuring the students are aware of the rules and expectations; conferring - formally or informally - with the student; and contacting parents and counselors concerning developing problems have proven inadequate. Thus, when the grossness of the offense, the persistence of the misbehavior, and the disruptive effect of the violation makes the continued presence of the student educationally unsound, a teacher shall direct the student from the classroom. The teacher may enlist the assistance of the principal or a designee in the removal action.

Procedures:

A teacher may direct a student from the classroom for the following reasons:

- A. Disruptive behavior such as:
 1. Unruly physical behavior
 2. Threatening behavior, verbal or physical, toward the teacher and/or fellow students

3. Continual disrespectful behavior
4. Insubordination
- B. Vandalism and/or theft
- A. Suspected chemical indulgence
- B. Willful violation of any rule of conduct specified in Policy #5114 - Student Rights & Responsibilities

The teacher may solicit assistance from the principal's office in removing the student from the classroom and conducting him/her to the office of the principal. The class shall not be left without supervision while a student is being conducted to the principal's office. The student will remain in the principal's office until a decision is made regarding future class status.

As soon as is practical after removal of the student from class, and no later than the end of the school day on which the removal from class occurs, the teacher shall confer with the principal and/or assigned supportive professional staff member(s) regarding the reasons for the removal of the student.

The teacher shall inform the student's parents or guardian of the reasons for the removal from class. This shall apply also in cases where the student is eighteen (18) years or older.

Temporary Removal from Class:

- A. During a period of temporary removal from a certain class (which shall not exceed five (5) class periods for a single violation), the student's course progress shall remain under the tutelage of the teacher. The teacher may, therefore, request the student to continue to work on the regular course assignments in a designated place.
- B. An informal conference shall be held as soon as is practical with the student, teacher, school administrative representative, and other supportive staff the principal considers helpful in the case. At this time, the incident and its ramifications for the student shall be discussed and a re-admittance procedure established.

Repeated Removal from Class:

In cases of repeated occurrence of any one (1) or a combination of reasons for removal from class listed under #II, a conference shall be held with the student, parent or guardian, teacher, school administrative representative, and other supportive professional staff the principal deems helpful. At this time, the following may be considered:

- A. Permanent removal from class and reassignment to another class;
- B. Placement into an available alternative program;
- C. Referral to an outside agency; or
- D. Suspension.

Factual, chronological documentation of incidents resulting in removal of a student from class is required to insure that due process procedures are followed. In case of suspension, due process procedures and all other legal requirements will be followed.

Ref: M.S. 127.27; 127.40-42
 Adopted: August 11, 1975
 Revised: October, 1997

Donation of Sick Leave

The purpose of this regulation is to provide a mechanism by which employees can voluntarily donate sick leave to other staff members.

1. An employee must be experiencing a catastrophic illness in order to be eligible to receive donated sick leave.

2. Employees must use all of their existing leave balances (vacation, sick, personal, emergency, etc.) before they can access donated days.
3. Twelve-month employees may receive a maximum of 24 donated days in a fiscal year. Ten-month employees may receive a maximum of 20 days in a fiscal year.
4. Employees may only donate time from their sick leave balance.
5. An employee may donate a maximum of 5 days of leave to a particular employee in any one school year.
6. All donations must be made in full day increments. For employees who accrue sick leave on an hourly basis, a full day will equal eight hours.
7. Once donated time has been transferred to the recipient's leave balance, the donor has no rights to that time for any reason.
8. The decision to donate sick leave should be an individual and personal decision and is completely voluntary.
9. All sick leave donations which are in accordance with the conditions outlined in this policy must come before the School Board for approval.

Procedure

1. Catastrophic illness includes but is not limited to: a life threatening illness that requires the employee to be absent from work for an intermittent and/or extended period of time; or a medical emergency that results in absence from work for at least one week or more.
2. Employees choosing to donate sick leave to an employee experiencing a catastrophic illness must complete personnel Form EG-5102 - Request to Donate Sick Leave and submit it to the Human Resources Department.
3. Requests to donate sick leave will be reviewed by the Director of Human Resources, or his/her designee, for compliance with the conditions set forth in Policy and Regulation EG-5102. The Director of Human Resources may request additional information from the recipient regarding the nature of the illness to determine compliance with the Board policy.
4. Those requests which meet the conditions of the policy will be presented to the School Board for approval. Requests not meeting the conditions of the policy will be denied by the Director of Human Resources. Denials may be appealed to the School Board for consideration.
5. Approved donations will be immediately deducted from the donor's leave balance and credited to the recipient's balance.
6. The Human Resources Department will notify the donor and the recipient after the transaction has occurred.

June 2004

The School Board will establish an annual school calendar for Mounds View Public Schools

Rationale:

It is the responsibility of the School Board to adopt a calendar that is in compliance with all applicable state laws and contractual commitments.

Ref:

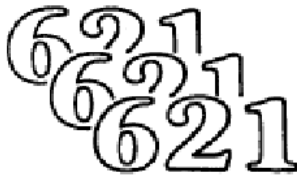
M.S. 120A Compulsory Education

Notes:

#6111 School Year Calendar (Replace)

Adopted: May 14, 2002

Preparation Time



Independent School District No. 621

Mounds View Public Schools

2959 North Hamline Avenue • St. Paul, Minnesota • 55113 • Phone (612) 636-3650 • Fax (612) 636-3653

Judith Curtis, Director of Personnel

1991

Mr. Lee Porath
Mounds View Education Association

Dear Mr. Porath:

The purpose of this letter is to outline procedures which the School Board plans to use to implement the MVEA contract agreement regarding Section 4.11 Preparation Time:

1. Preparation time will be staffed with certified professionals;
2. The School District will provide preparation time in minimum blocks of 25-30 minutes;
3. Kindergarten teachers will have one block of preparation time during the morning session and one during the afternoon session;
4. Specialists will be assured the same preparation time as classroom teachers;
5. The allocation of staff for preparation time will be made on the basis of the number of teaching staff to be provided with preparation time;
6. All reasonable effort will be made to achieve substantial equality of music, art and physical education programs within and among District elementary schools;
7. Preparation time will be accommodated by academic options in addition to art, music and physical education;
8. The above procedures will be implemented at the District level and will become effective at the beginning of the 1984-85 school year.

Sincerely,

Burton M. Nygren
Superintendent

Struck Work



Independent School District No. 621

Mounds View Public Schools

2959 North Hamline Avenue • St. Paul, Minnesota • 55113 • Phone (612) 636-3650 • Fax (612) 636-3653

Judith Curtis, Director of Personnel

1991

Mr. Lee Porath
Mounds View Education Association

Dear Mr. Porath:

It is my understanding that the negotiators for the Mounds View Education Association have indicated concern that teachers may be assigned to "struck work" normally performed by other employees in the event of a strike called by the exclusive representative for such other employees.

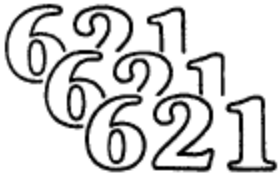
A strike by one group of employees would necessarily be disruptive of District operations and would, to some extent, both dislocate and negatively impact the regular work expected of nonstriking employees.

Without intending to limit the District's legal and contractual authority to assign duties to members of the teacher staff, it is not the District's intention during the life of this Agreement to assign members of the District teaching staff to the regular duties of such employees.

Sincerely,

Burton M. Nygren
Superintendent

Strikes by Other Employees



Independent School District No. 621

Mounds View Public Schools

2959 North Hamline Avenue • St. Paul, Minnesota • 55113 • Phone (612) 636-3650 • Fax (612) 636-3653

Judith Curtis, Director of Personnel

1991

Mr. Lee Porath
Mounds View Education Association

Dear Mr. Porath:

If teacher duty days are lost because of a strike by another employee group, the District will continue to pay teachers pursuant to the pay option selected by the teacher. If the School District desires to reschedule lost duty days, it is understood that such rescheduling will be pursuant to Section 4.4 of the Master Contract.

Sincerely,

Burton M. Nygren
Superintendent

1. ELEMENTARY TARGETED SERVICES PROGRAM (ETS) AND MIDDLE SCHOOL EXTENDED DAY PROGRAM.

This Memorandum of Understanding is to clarify some operational issues.

- (a) One (1) certified teacher with one (1) paraprofessional assisting will have a class load of ten (10) students or major fraction thereof.
- (b) Positions will be posted as per Article 10, Voluntary Transfer.
- (c) Each middle school may operate an Extended Day Program with a certified teacher serving as the site coordinator.

2. BILT TEACHER WORK (Non-MVTPPS) *This MOU is replaced by MOU #5*

For the 2023-2025 collective bargaining agreement, the following issues have been agreed to:

The MVEA and School Board agree to the following duties and compensation of the Building Instructional Leadership Teams (BILTs):

- Plan the portion of staff development days that relate to ISIP goals.
- Committee will meet outside of the school day.
- Participate in the management of the ISIP Budget
- Represent grade level or department colleagues on the building team.
- Support building colleagues in the implementation of all School Board approved curricula, participating as a resource to new teachers.
- Work with department members to identify concerns regarding curriculum, instructional strategies, learner outcomes, content standards, scheduling concerns, mandated student assessment and develop options to resolve issues.
- Represent their school on one of the District curriculum committees and attend all committee meetings. If unable to attend a meeting, notify the Resource Teacher and District Curriculum Coordinator.
- Work with the team to place / align Content Standards that have been assigned to a curricular area in grade levels or courses.
- Review and facilitate the development of the Building Improvement and Innovation Plans, as per ISIP guidelines.
- Provide verbal and / or written communication to / from colleagues regarding proceedings at all BILT meetings and District level curriculum committees, including all information relevant to Minnesota Content Standards, federal and state mandates, District Learner Outcomes and District developed student assessments.
- Attend the Leadership Institute in August.
- There will be seven (7) elementary school BILT members per school, except Turtle Lake will have eight (8). There will be eight (8) middle school BILT members per school, except Chippewa will have nine (9).
- Elementary and middle school compensation of \$2,000 will be payable either December or January, the choice of the BILT member.
- There will be ten (10) BILT members per high school (ID and MV), also three (3) at OG and four (4) at the ALC.
- High School compensation of \$2,250 will be payable either December or January, the choice of the BILT member.

BILT Selection Process:

- In May, all building staff will be notified of the number of positions to be filled and the desired composition of the team.
- Interested staff members should review the Memorandum of Understanding (MOU), which describes the duties, job description, and time commitment in order to have a clear understanding of the expectations of the position. If staff members have questions they should talk to current or previous BILT members and/or their principal.

- Teachers in the grade levels or subject area will then select their representative to the BILT team. Beginning in the school year 2006–07 all BILTS must have been selected through this process.
- The principal will meet with the chosen representatives to review the duties, job description, and time commitment and confirm the representative’s willingness to fulfill their responsibility. If the principal perceives a problem, she/he will meet with the grade level or subject area teachers to achieve a mutually satisfactory solution.
- BILTS not completing the three (3) year term will be replaced through this process.
- BILTS will serve a three (3) year term and may only serve consecutive terms if no other team/grade level member agrees to serve.

3. BUILDING OPERATIONS COMMITTEES

The MVEA and School Board agree to the following duties and compensation for the Building Operations Committees for the 2023-2025 school years to:

Roles and Responsibilities

- Attend operations committee meetings.
- Serve as communication link between departments/grade levels and administration through written/verbal summaries of meetings.
- Provide departmental input on building-wide operational issues and the scheduling process and work within the department to generate options to resolve the issues.
- Represent department/grade level on budget committee in the spring.

Compensation

- 9 teacher stipends for \$850 for each high school.
- 8 teacher stipends at \$450 for each middle school.
- 7 teacher stipends at \$450 for each elementary school

The parties agree to review BOC roles and responsibilities and BOC committee selection process during the 2023-2025 school years.

4. DEAN MODEL - SECONDARY

For the 2023-2025 collective bargaining agreement, the following issues have been agreed to:

1. A new job description for deans has been developed.
2. The caseload for deans will be in a range from 250-300 students*
3. The School District Administration reserves its inherent managerial rights pursuant to Minn. Stat. 179A.07 which includes the selection and direction of personnel.

*If the caseload of any school dean exceeds 300 students for two (2) consecutive years, the parties agree to form a task force of key stakeholders to develop options to resolve the matter.

High School and Middle School Deans will receive 26 additional days bringing their annual contracted number of days to 212. The 26 days will be compensated in the following manner: Sixteen (16) compensated at the Dean Stipend (current Schedule C stipend) amount and the additional ten (10) days will be at their daily rate.

Annual work plans for the additional 26 days

On an annual basis, individual deans and/or dean teams will meet with their building administrators to develop annual work plans. This work must take place by June 15 of each year. The categories listed below must be addressed in the annual plan. Additional areas may be addressed based on student and school needs.

Categories:

- Development and/or review of all caseload student's 3 year and 4 year plans with students and families.
- Determine assignments for after school and evening activities
- Monitor caseload student registration and participation in summer programs.
- Designate time to address unique needs of caseload students and their families.
- Designate time to address new student intakes, finalization of schedules, develop and review of 504 plans and role/s in the annual school communication.
- Address other student/family needs as identified.

5. MOUNDS VIEW TEACHER PROFESSIONAL PAY SYSTEM AGREEMENT

This Agreement is entered into pursuant to Minn. Stat. § 122A.414 and the Public Employment Labor Relations Act (PELRA) of 1971, as amended, Minn. Stat. § 179A.01, et seq., by and between Independent School District No. 621, Mounds View, Minnesota (hereinafter "District") as the public employer under the PELRA and the Mounds View Education Association ("MVEA") as the exclusive representative of teachers employed by the District under the PELRA, for the purpose of fully implementing the Mounds View Teacher Professional Pay System (hereinafter "MVTPPS").

The terms of this Agreement are as follows:

ARTICLE I.

AUTHORITY

Section 1. Laws: This Agreement has been negotiated pursuant to and in compliance with the provisions of Minn. Stat. §§ 122A.414, 122A.4144 and 179A.01 et seq. The statutory authority specifically includes an exception to the PELRA in the form of an optional right to re-open negotiations regarding only the MVTPPS.

Section 2. Informational Summary:

Subd. 1. What it is:

- A bi-partisan legislative initiative to encourage reform in the professional pay system for teachers.
- A system which is based on:
 - Professional development
 - Continuous improvement
 - Collegial support
 - Teacher leadership
 - Opportunities for additional compensation
 - Relevant, meaningful collegial evaluation system
- A system which incorporates many aspects of our current program
 - Data driven decision-making
 - School improvement plans
 - Team and individual teacher goal setting
 - Professional development determined by site teams
 - Site-based instructional leadership (BILTS)
 - Emphasis on student growth
 - commitment to continuous improvement

Subd. 2. What it isn't:

- It is not merit pay – eligibility for compensation increases is determined by teachers working in grade level, department or job alike teams and establishing meaningful goals.
- It is not subject to quotas (compensation increase is available to all members of our bargaining unit i.e. teachers, deans, nurses, school psychologists and social workers).
- It is not competitive.
- It is not a pay system which is based on all students reaching a specific level of performance.

ARTICLE II.

SCOPE OF AGREEMENT

Section 1. Effect: This Agreement supersedes and replaces any salary or other provision of the PELRA Agreement that may currently be in effect between the District and the MVEA that is inconsistent with any provision of this Agreement, subject to the contingencies specified in this Article.

Section 2. Contingency:

Subd. 1. Effect of Contingencies: In the event that any contingency specified in this Section is not met, then this Agreement will have no force or effect and the terms and conditions of employment of the teachers employed by the District will be governed by the PELRA Agreement then in effect. Provided, however, that either party may re-open negotiations for the MVPPS agreement as permitted under law in an effort to cure any cause that has nullified this Agreement.

Subd. 2. MDE Approval: This Agreement is contingent upon the legal requirements both of timely and of continuing approval by the Minnesota Department of Education for the 2007-2008 fiscal year and thereafter.

Subd. 3. Ratification: This Agreement is contingent upon its ratification by the bargaining unit represented by the MVEA and by the School Board of the District.

Subd. 4. Continuing Revenue: This Agreement is contingent upon the initial and continuing receipt of revenue based upon at least two hundred and sixty dollars (\$260.00) per pupil as specified in M.S. 122A.415, Subd.1 (2005).

Section 3. Notice of Amendments: In the event that the parties amend this Agreement, the Minnesota Department of Education must be apprised of the amendment(s). In the event that the MDE asserts that any amendment is illegal and that revenue for the MVTPPS will be suspended, withheld, terminated or otherwise reduced, then this Agreement may be terminated effective with the date of the MDE's decisions regarding changes in revenue by either party giving written notice to the other party at its official business address.

Section 4. Budget Review: The MVEA President and District Superintendent or his/her designee will periodically meet and review regarding the budget and expenditures for the MVTPPS.

ARTICLE III.

TEACHER PROFESSIONAL PAY SYSTEM

Section 1. Schedules:

Subd. 1. Professional Pay System Schedules are attached and incorporated by reference effective for fiscal years July 1, 2021 to June 30, 2022 and July 1, 2022 to June 30, 2023 as Appendices 1 and 2.

Subd. 2. The parties have agreed to a matrix of all unit members who are to be placed on the MVTPPS salary schedule for 2023-2025. That matrix is based on the location of members on the salary schedule for 2023-2025. A copy of that matrix will be provided to the MVEA President and the Superintendent or his/her designee. It will be used to determine the initial location of each teacher in the matrix on the MVTPPS salary schedule for 2023-2025. Any teacher hired thereafter will be placed on the matrix as provided in Section 2, Subd.1d of this Article.

Subd. 3. Any change in location of a teacher on the MVTPPS matrix for subsequent fiscal years will be determined in accordance with the provisions of this Agreement. The parties will periodically update and agree upon the matrix as necessary to reflect the MVTPPS schedule advancement by staff under the terms of this Agreement. Any dispute regarding location on the MVTPPS matrix will be resolved only through the Grievance provision of the Agreement.

Section 2. Advancement Through Career Ladder:

Subd. 1. Probationary Teachers:

a. Mounds View Certification for Three-year Probationary Teachers: Effective July 1, 2005, each probationary teacher who has all or part of a three-year probationary period of employment under the law must complete all of the applicable annual

requirements of the Mounds View Certification process in accordance with the District's standards in order to be eligible for consideration to receive a Cost-of-living Increase (COLI) in any year.

- b. Mounds View Certification for One-year Probationary Teachers: Each one-year probationary teacher must complete all of the applicable annual requirements of the Mounds View Certification process in accordance with the MVTPPS standards in order to be eligible for consideration to receive a Cost-of-living Increase (COLI) after the year.
- c. Probationary Status: The District retains its managerial authority under the PELRA to evaluate and decide on the renewal or non-renewal of probationary teachers as provided by M.S. 122A.40. Provided, however, that the parties do not intend to affect the application of Section 9.2 of the Contract.
- d. Initial Matrix Placement: Initial placement on the annual staff matrix specified in Article III, Section 1, Subds. 2 and 3 will be consistent with Article VI, Section 6.3 of the Contract.
- e. Initial Contract: The initial individual contract of employment for a probationary teacher will be in the form of Appendix 4. In the event of the occurrence of a contingency that voids this Agreement, salary under the MVTPPS will not be a part of any teacher's rights under the Continuing Contract statute. Salary rights will be determined pursuant to Section 6.2 of the Agreement.

Subd. 2. Advancement to Career I Status: A probationary teacher may be advanced by the District in an exercise of its management function from probationary to non-probationary status as provided by law. The parties characterize the advancement from probation to non-probationary status as moving to Career I. Thereafter, a teacher may advance on the MVTPPS schedule then in effect as provided in this Agreement.

Subd. 3. Non-probationary Career I and Career II Teachers:

- a. Notice of Assignment: Effective July 1, 2005, each teacher's Notice of Assignment will specify the teacher's compensation information consistent with Article VI of the Contract. However, any salary increases under the MVTPPS will not be part of any teacher's Continuing Contract rights under M.S. 122A.40 (2005).
- b. Contingencies: In the event of the occurrence of a contingency that voids this Agreement, salary under the MVTPPS will not be a part of any teacher's rights under the Continuing Contract statute. Salary rights will be determined pursuant to Section 6.2 of the Agreement.
- c. Standards: Any advancement on Appendices 1 and 2 will be afforded to a Career I and Career II teacher only in accordance with the standards of the MVTPPS.
- d. Leadership Positions: Only Career II teachers or teachers deemed to be the equivalent will be eligible to hold Leadership Positions under the provisions of the MVTPPS.

Section 3. System, Process, Professional Development Observations and Calendar

Subd. 1. Teacher Responsibilities Summary:

- a. Be a part of a collaborative team grade level, department, or job alike.
- b. Write an annual goal following the format which has been developed to assist you. It is possible for a team to develop a goal which will be the same for all team members.
- c. Each collaborative team selects a leader or BILT representative. It is the same process which grade levels and departments have been following for the last few years.
- d. The BILTS will be responsible for leading their colleagues through the MVTPPS process.
- e. Each team member will be observed three times each year by the BILT representative or another trained member of the team. These observations are intended to be professional development experiences for both teachers.
- f. BILT representatives make sure that all collaborative team members have an acceptable goal and that the observations are scheduled throughout the year and documented. Each observation includes a pre-observation meeting and a post observation meeting with the observer.

- g. The goal setting and observation templates, rubrics, and examples explain what teachers must do to be successful in the MVTPPS system.

Subd. 2. Process:

a. **Step One:**

- Every teacher in the Mounds View Schools will be part of a collaborative team either by grade level, department or job alike.
- Each of these teams selects a leader/facilitator.
- These individuals are titled Building Instructional Leaders.
- The group of instructional leaders at each site comprise the Building Instructional Leadership Team (BILT)
- These groups are engaged in ongoing work to support the professional development of their fellow team members and to lead the work of their team in increasing student performance.

b. **Step Two:**

- The BILT members will be trained evaluators at each site.
- They will support the evaluation process through a “train the trainers” model where they are working with the BILT members to check for inter-rater reliability.
- They will also be training their fellow team members on the intricacies of the observation process an effort to increase understanding of this approach and positively impact instructional effectiveness throughout the District.

c. **Step Three:**

- Teachers will develop their goals in September of each year and discuss them with their team members and Building Instructional Leadership Team.
- After this discussion the team leader and/or other members of the team collectively rate their colleague using the goal setting rubrics to determine the success of the process.
- The team discussions are critical in the establishment of the schedule of peer visitations and observations.
- Once each team member has a finalized plan rated as 3 or higher on the goal setting rubric and the schedules have been determined, the Building Instructional Leadership Team reviews the plan to make sure that resources are available to support the process, the plan goes forward.
- 100% of teacher compensation increases are based on school achievement gains, student growth and achievement and teacher evaluations through the peer review process. The goal development portion of the process is formative and teachers successfully developing their plan are eligible for 60% of their professional pay system salary increase to be paid out incrementally throughout the year.

d. **Step Four:**

- Collaborative teams are expected to meet at least once per month to discuss progress on their goals.
- These meetings are facilitated by the Building Instructional Leadership Team (BILT) member and establish the basis for the end of year evaluation process.
- The BILT member is responsible for guiding the process throughout the year for their teams.
- Meeting schedules and agendas are recorded.

e. **Step Five:**

- Each teacher in a collaborative team will be observed three (3) times during the school year.
- The site BILTs will be responsible for leading/facilitating this process and assuring that observations are conducted, documented and the post-observation discussion/reflections are completed.
- Each teacher will also be asked to complete self-ratings during the year to support the professional reflection process.

- A four-point rubric from Danielson’s Model will be utilized for both observer ratings and self-rating.
- Teachers must be rated a 3 or higher by the observer in order to be eligible for compensation increases.

f. **Step Six:**

- In the April-May time frame, each teacher completes the self-evaluation form using the District goal setting rubric process and discusses it with their colleagues.
- After this discussion, the team leader and other members of the team collectively rate their colleague using the goal setting rubrics to determine the success of the process.
- This process results in a determination of whether or not goals have been attained, guides future professional development activities, and acts as a summative review of the years MVTPPS goal.
- Teachers must be rated at 3 or higher on the four-point goal setting rubric in order to be eligible for the end of year lump sum payment.
- This payment equals 40% of the total amount that the teacher is eligible to receive.
- This payment will be a lump sum and paid in June.

Subd. 3. Professional Development Observations and Calendar

a. Peer Review:

1. **Pre-Observation Conference**

- The teacher to be observed describes the lesson/learning activity that will be happening
- The teacher to be observed delineates those aspects of lessons/learning activity which he/she would like the observer(s) to particularly notice
- The observers asks questions which help clarify the lessons/learning activity and to make sure the observer is aware of the teacher’s desired outcome
- The Charlotte Danielson “Instruction” rubric should be used as a starting point for the discussion and for the observation.

2. **Classroom Observation**

- At the pre-arranged time, the observer (or observers) comes to the teacher’s classroom
- The lesson/learning activity takes place
- The observer notes those aspects of the lesson which were discussed in the pre-observation conference and makes notes that will be helpful in the post-observation conference
- The observer may also notice other aspects of the lesson which could be helpful to the teacher or that were helpful to the observer
- No discussion need be held at this time-at the discretion of the teacher/observer

3. **Post-Observation Conference**

- The teacher describes aspects of the lesson/learning activity as they happened in the classroom-things may have gone differently than expected, or as expected
- The observer describes what he/she saw and what was helpful to his/her own practice
- The professional discussion proceeds from this starting point and may take other directions
- This post-observation conference is the most important part of the peer-review process: both observer and observed will take away a rich experience
- The Danielson Frameworks rubric rating will form the basis of some of this conference

b. Calendar

- Calendar of MVTPPS activity will be determined collaboratively on an annual basis.

**ARTICLE IV
MVTPPS DISPUTE RESOLUTION**

Section 1. Limitations:

Subd. 1. Scope: The dispute resolution mechanism of this Agreement extends only to disputes regarding a teacher's compliance with the standards of the MVTPPS. A teacher placed on a Building or District Performance Improvement Plan retains any rights under the Grievance Procedure of the Contract.

Subd. 2. Exclusive Remedy: The dispute resolution mechanism of this Agreement is the exclusive remedy for resolving disputes regarding a teacher's compliance with the standards of the MVTPPS.

Section 2. Procedures:

Subd. 1. Disputes regarding the interpretation or application of the MVTPPS must be submitted first to the Coordinating Council within ten (10) calendar days from the first date of the event giving rise to the dispute. A hearing must be conducted within twenty (20) calendar days and a decision issued within five (5) work days of the conclusion of the hearing.

Subd. 2. The failure to timely file a dispute under the MVTPPS constitutes a waiver of the claim and acquiescence to the original event unless the parties mutually agree to waive the timelines requirements.

Subd. 3. An adverse determination may be appealed directly to the Arbitration Level of the Grievance Procedure under the Contract within ten (10) calendar days from the date of the determination of the Coordinating Council. The failure to timely appeal constitutes a waiver of the claim and acquiescence to the decision of the Coordinating Council.

**MOUNDS VIEW EDUCATION
ASSOCIATION**

**INDEPENDENT SCHOOL DISTRICT
NO. 621, MOUNDS VIEW**

By:
Its President

By:

By:

By:

Dated: December ____, 2005

Dated: December ____, 2005

MVTPPS 2023-2024 SALARY SCHEDULE

CAREER I						CAREER II					
STEP	Entry	Level 1	Level 2	Level 3	Level 4	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
1	48,176	49,971	51,749	53,543	55,338	56,911	58,705	60,499	62,276	64,072	65,866
2	48,619	50,414	52,226	54,019	55,815	57,624	59,420	61,213	62,992	64,787	66,581
3	49,262	51,056	52,851	54,646	56,440	58,528	60,322	62,117	63,911	65,689	67,483
4	50,005	51,798	53,594	55,388	57,181	59,470	61,264	63,075	64,836	66,647	68,424
5	50,868	52,663	54,457	56,253	58,046	60,610	62,405	64,199	65,977	67,772	69,566
6	51,827	54,053	55,865	57,658	59,453	61,857	63,668	65,462	67,256	69,051	71,062
7	53,550	55,776	58,018	59,813	61,607	64,698	66,493	68,287	70,080	71,859	73,653
8	56,295	58,555	60,799	63,025	65,252	67,794	69,587	71,383	73,176	74,972	76,766
9		62,803	65,046	67,273	69,499	71,294	73,353	75,415	77,459	79,535	81,595
10		67,367	69,611	71,837	74,097	76,190	78,234	80,294	82,354	84,399	86,458
11		72,280	74,524	76,766	79,010	82,620	84,681	86,757	88,801	90,845	92,955

MVTPPS 2024-2025 SALARY SCHEDULE

CAREER I						CAREER II					
STEP	Entry	Level 1	Level 2	Level 3	Level 4	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
1	52,894	54,868	56,824	58,797	60,772	62,502	64,476	66,449	68,404	70,379	72,353
2	53,381	55,355	57,349	59,321	61,297	63,286	65,262	67,234	69,191	71,166	73,139
3	54,088	56,062	58,036	60,011	61,984	64,281	66,254	68,229	70,202	72,158	74,131
4	54,906	56,878	58,853	60,827	62,799	65,317	67,290	69,283	71,220	73,212	75,166
5	55,855	57,829	59,803	61,778	63,751	66,571	68,546	70,519	72,475	74,449	76,423
6	56,910	59,358	61,352	63,324	65,298	67,943	69,935	71,908	73,882	75,856	78,068
7	58,805	61,254	63,720	65,694	67,668	71,068	73,042	75,016	76,988	78,945	80,918
8	61,825	64,311	66,779	69,228	71,677	74,473	76,446	78,421	80,394	82,369	84,343
9		68,983	71,451	73,900	76,349	78,323	80,588	82,857	85,105	87,389	89,655
10		74,004	76,472	78,921	81,407	83,709	85,957	88,223	90,489	92,739	95,004
11		79,408	81,876	84,343	86,811	90,782	93,049	95,333	98,581	100,830	103,151

Memorandum of Understanding:

Each teacher will receive a \$4,000 off-schedule payment to be received half on January 15 and half on June 15 in each year of the contract. This off-schedule payment is bargained each two year contract.

Teacher longevity:

Fifteenth (15) year in District = \$1,500. Every year beyond fifteen (15) years is an additional \$150.

Longevity Examples:

Longevity Step	Longevity Amount	Longevity Step	Longevity Amount
Start	\$1500	29	\$3750
15	\$1650	30	\$3900
16	\$1800	31	\$4050
17	\$1950	32	\$4200
18	\$2100	33	\$4350
19	\$2250	34	\$4500
20	\$2400	35	\$4650

21	\$2550	36	\$4800
22	\$2700	37	\$4950
23	\$2850	38	\$5100
24	\$3000	39	\$5250
25	\$3150	40	\$5400
26	\$3300	41	\$5500
27	\$3450	42	\$5700
28	\$3600	43	\$5858

6. TEACHER DEVELOPMENT AND APPRAISAL PROCESS (TDAP)

The Mounds View School District #621 and the Mounds View Education Association mutually agree that in compliance with Minn. Stat. 112A.40, Subd. 8 Teacher Development and Evaluation Plan the Mounds View Teacher Development and Appraisal System (TDAP) shall be the system implemented in the 2023-2025 school years.

TDAP is the system that was jointly developed by the District and the MVEA during the 2013-14 school year. The TDAP system is a Mounds View requirement for all teachers covered under PELRA Minn. Stat. 179A and the Contract between the Mounds View District # 621 and the MVEA. TDAP has two categories for teachers; Category 1 and Category 2.

The Teacher Improvement Process as mandated by the Statute shall be governed by District Regulations EG 5103, and the Agreement, MOU #5 Mounds View Teacher Professional Pay System Agreement (MVTPPS). Please refer to the TDAP Process manual on the curriculum and instruction web page.

7. BILTs

The following issues have been agreed to for the 2023-2025 collective bargaining agreement.

The MVEA and School Board agree to the following duties and compensation of the Building Instructional Leadership Teams (BILTs):

- The BILT members will be responsible for the following work:
 - Work with department/grade level/job alike members to identify concerns regarding
 - Curriculum
 - Interventions
 - Instructional strategies
 - Learner outcomes
 - Content standards
 - Scheduling concerns
 - Student assessments
 - Options to resolve issues
 - Review and facilitate the development of the Building Improvement and Innovation Plans, as per ISIP guidelines, including programming changes, and course offerings.
 - Support building colleagues in the implementation of all School Board approved curricula, participating as a resource to new teachers.
 - Plan the portion of staff development days that relate to ISIP goals and participate in managing the ISIP budget.
 - Attend the Leadership Institute in August.
- Committee will meet outside of the school day.
- All 6 elementary schools will have 6 BILTS. Kindergarten site at PLEC will have 4 BILTS and Kindergarten site at SLEC will have 3 BILTS. All 3 middle schools will have 8 BILTS at large, but preferably from different departments.
- Each high school will have 10 BILTS, preferably from different departments.
- The Area Learning Center will have a category 2 facilitator and Reach will a category facilitator.
- Not every grade level or department might be represented however no grade level or department may have more than 2 people on the BILT team.

- The BILT members will be responsible for guiding all aspects of the Mounds View Teacher Professional Pay System (MVTPPS) process:
 - Support team members in developing annual goals
 - Collaborate with team members, fellow BILT members and the building principal to facilitate team meetings and classroom/worksite observations
 - Train team members in the MVTPPS observation system
 - Monitor the progress of their grade level or department team in meeting the requirements of the (MVTPPS) process
 - Participate in managing the MVTPPS building budget

MVTPPS Coordinating Council

- Teachers who assume the responsibility of MVTPPS Coordinating Council member will be compensated \$2,500 annually. A total of five (5) teachers, plus the MVEA President will represent MVEA on the council.
- Coordinating Council members will be paid a stipend on December 15 and May 15.

MVTPPS Cross-District/Program Category 2 Facilitator Stipend

- BILT members or other staff who assume the additional duty of MVTPPS Cross-District/Program Category 2 Facilitator will be compensated: \$1,500 annually.
- The duties and responsibilities of the facilitator will be to coordinate the PLC work and MVTPPS work per the Mounds View Teacher Development and Appraisal Plan(TDAP) and to report back for compliance to the MVEA President and the Superintendent of Schools (or designee).
- Cross District/Program Facilitators will be paid the stipend on December 15 and May 15.

BILT Stipends

- BILTS that develop and work with ISIIP goals and MVTPPS will receive \$4,000.
- Teacher leaders from ECSE, ELL, OT-PT-Adaptive P.E., TOSA, EIA, School psychologists and School nurses that work only on facilitating only the MVTPPS process will receive \$1,500.

Teacher leaders that work in the hourly rate programs, ABE and ECFE, will receive \$50/per hour to a maximum of hours per year to facilitate the MVTPPS process.

Instructional Strategies Facilitators(ISF)

- ISF's who are not BILTS will be paid a stipend of one thousand six hundred dollars (\$1,600)for attending BILT meetings. If there is more than one non BILT ISF at a site, each will be paid a stipend of \$1,000 to attend BILT meetings.
- Deans are resource positions to BILTS. One dean will be compensated \$1,000 to attend BILT meetings.
- BILTS will be paid the stipend on December 15 and May 15.

BILT Selection Process:

- In April and May, all building staff will be notified of the number of positions to be filled and the desired composition of the team.
- Interested staff members should review the Memorandum of Understanding (MOU), which describes the duties, job description, and time commitment in order to have a clear understanding of the expectations of the position. If staff members have questions they should talk to current or previous BILT members and/or their principal.
- Teachers including current BILTS who wish to become a BILT for the 2023-2025 contract years need to fill out the application form in the online job postings.
- Prospective BILTS will be interviewed by a district team comprised of several MVTPPS Coordinating Council members.
- Final selection of all BILTS, district wide, will be made by the MVTPPS Coordinating Council.
- If the principal and/or department team/grade level believes the BILT is not fulfilling the duties described above. The following progressive interventions may be implemented for individual teachers who have a demonstrated pattern of failing to adhere to these general guidelines and expectations.
 - Administrators and a Representative of the Association will review the MOU individually with any staff member who the administration believes need additional clarification of these expectations;
 - Should this pattern of behavior continue, an administrator will meet with the individual and provide written notice that BILT expectations are not being met;

- Should this pattern continue after the above step, an administrator may have the BILT resign the position.

BILT Evaluation:

- BILT teams and individual BILT members will be evaluated on an annual basis.
 - Each BILT member will complete a self-evaluation;
 - BILT teams will complete a team evaluation;
 - BILT constituents will complete an online evaluation of their individual BILT representative.
- Group results and anonymous aggregate results may be shared with MVTPPS Coordinating Council and/or the Minnesota Department of Education.
- Individual results will be shared only with the Principal and the individual.

8. ABE, ECFE, LRT's: MVTPPS

ABE, ECFE, LRT's will be eligible to receive a \$250.00 (two hundred and fifty dollar) lump sum payment in June of 2023-2025 upon successfully meeting the requirements of the MVTPPS process.

9. HYBRID CLASSES AT THE SECONDARY LEVEL

Hybrid classes taught during the school ay are to be a part of the teachers FTE. Classes taught before an after the normal school day will be paid on the following basis:

- 1.) 25 or more students-.10 per semester of the teachers' daily rate of pay.
- 2.) 15-24 students-.075 per semester of the teachers' daily rate of pay.
- 3.) 8-14 students- .05 per semester of the teachers' daily rate of pay.
- 4.) Less than 8 students-.025 per semester of the teachers, daily rate of pay.

10. PARENT COMMUNICATION

For the 2023-2025 school years, 40.5 hours will be allotted for parent communication regarding student progress and growth. Each building will submit parent communication plans that will be created using the following parameters:

Elementary

Increase current level of electronic communication

- Web pages updated regularly to reflect minimum district standards
- Synergy parent portal for grades 1-5 updated weekly-especially notification about major assignments/graded events
- Structured, informational emails to parents
- Structured, informational phone calls to parents

Early parent contact to introduce teacher to family and schedule early goal-setting conference

- Sent between 8/1-8/31

Early goal-setting meetings

- Completed between August COM day-9/30
- Teachers will be given complete information about what to include in early goal-setting meetings

Face to face parent meetings

- Alternative methods differentiated by student need
- Targeted students/instructional groups need systematic, more frequent communication
- Other check-in meetings according to grade level communication plan

Parent Information Meetings

- Curriculum Focus
- Parent education focus (i.e. how to use parent portal etc.)
- PIN nights that address student progress and growth
- The purpose of these meeting should be **clearly articulated**

Grade Level/Building/Individual Newsletters

- Frequent—these are highly valued by parents

Middle School

Increase current level of electronic communication

- Web pages updated regularly to reflect minimum district standards
- Synergy updated weekly-especially notification about major assignments/graded events
- Structured, informational emails to parents
- Structured, informational parent phone calls
- If a student has flat lined or regressed, teachers should contact the student's dean

Early goal-setting/communication

- All 6th grade students—deans
- Targeted 7th and 8th grade students-- deans/classroom teachers as indicated by building plan

Face to face parent meetings

- Alternative methods differentiated by student need
- Targeted students/instructional groups need systematic, more frequent communication
- Other check-in meetings according to building communication plan

Parent Information Meetings

- Curriculum Focus
- Parent education focus (i.e. how to use parent portal)
- PIN nights that address student progress and growth
- The purpose of these meeting should be **clearly articulated**

Content Area/Building Newsletters

- According to building plan

High School

Increase current level of electronic communication

- Web pages updated as needed to reflect minimum district standards
- Synergy updated weekly—especially notification about major assignments/graded events
- Structured, informational emails to parents
- Structured, informational phone calls to parents
- If a student has flat lined or regressed, teachers should contact the student's dean

Early goal-setting/communication

- All 9th grade students—deans
- Targeted 10th, 11th, and 12th grade students-- deans/classroom teachers as indicated by building plan

Face to face parent meetings

- Alternative methods differentiated by student need
- Targeted students/instructional groups need systematic, more frequent communication
- Other check-in meetings according to building communication plan

Parent Information Meetings

- Curriculum Focus
- Parent education focus (i.e. how to use parent portal)
- PIN nights that address student progress and growth
- The purpose of these meeting should be **clearly articulated**

Content Area/Building Newsletters

- According to building plan

For all levels:

- Parameters for creating plans will be clearly communicated to the whole staff
- Plans will vary depending on the needs of job-alikes, departments and/or grade levels
- Staff will be provided opportunities for input
- The 40.5 hours are to be derived from the six COM days on the 2023-24 and 4-25 calendars.
- The above-mentioned days become non-duty days and the 40.5 hours are to be accounted for in each plan. *The August COM day may be used for parent communication according to building plan.

- Effectiveness of parent communication plans will be evaluated both during and at the end of each school year.
- Twenty (20) hours of IEP meetings can be counted towards forty (40) hours of face to face for special education teachers.

11. SPECIAL EDUCATION DUE PROCESS DAYS

Special Education teacher will be given up to three (3) days of sub release time per 1.0 FTE. Special Education teacher working less than 1.0 FTE will receive sub release time at a prorated amount based on their FTE. These days are to be used for “Due Process”. Each of these days may be scheduled at the teacher discretion in half or full day increments. When calling for a sub, teachers should choose “Due Process” as the reason for the absence.

12. ASSOCIATION LEAVE

For the 2023-2025 collective bargaining agreement, the following has been agreed to:

- 1) Article 2.12 of the agreement provide for the teacher serving as Association President to be granted by the employer one-half (1/2) of the teacher contract.
- 2) The district will provide the teacher servicing as an Association President an additional on-half (1/2) of the teacher contract. This results in a 1.0 teaching position, exclusive of prep time and lunch.
- 3) All other provisions of 2.12 are unchanged.

13. KNIGHT/REFLECT TIME

High School teachers have agreed to pursuant to Article IV, Section 4.15 to alter prep time for the 2023-2025 school years on 21 separate dates for each school year. On those dates, teachers will receive compensation Pursuant to the language in Article IV, Section 4.15.

14. ISF TERM LIMITS

ISF term limits of 4 years to be implemented with staffing for the 2020-21 school year. The purpose of a term limit is to increase leadership capacity and opportunities for teaching staff. Schools with more than 2 ISFs will only open the position of the longest serving ISF so that no more than 1/3 of ISF positions in a building turn over in a year due to term limits. Exceptions may be granted for special circumstances with mutual agreement between the MVEA Executive Board and District HR.

15. E-LEARNING

E-learning days shall only be implemented when the number of inclement weather days built into the calendar have been exhausted. E-learning shall be conducted according to the following responsibilities:

Elementary & Early Learning

- Hard copies of choice boards will be created by October 1 of each year
- Electronic links to choice boards will be posted on the school website no later than two hours after the start of the regular school day
- Be accessible for support of student learning by email or an online platform with two check-in points during the regular school day.
- Provide accessible options for students with disabilities

Secondary

- Share directions on assigned E-Learning activities with students no later than two hours after the start of the student school day, for each class using Google Classroom and/or email.
- Be accessible for support of student learning by email, voicemail or an online platform with two check-in points during the regular school day
- Provide flexibility with due dates of assigned E-Learning activities
- Provide accessible options for students with disabilities

16. AFFINITY GROUP MEET AND CONFER

During the 2023-2025 school years, the MVEA President, Affinity Chair and District Staff will meet up to four times per school year, to assure that member issues are being represented.

17. ECFE

Statutory changes require that we look at the ECFE language. Effective for the 2024-2025 school year, salaries will move to an annual amount and the short and long-term structural changes of the calendar, prep time, professional day and COM days will be defined. A transition planning committee comprised of District staff, MVEA and ECFE teachers will meet during the 2023-2024 school year to begin this work. Discussion will also focus on the programmatic differences between PreK and Parent/Family Education and any contract language that needs to be created as a result.

18. TIME MOU

During the 2023-2025 school years, the district and MVEA agree to maintain the following professional development support.

Elementary

- Additional .5 FTE for BA, IL, PW, SS, VH
- Additional .7 TL
- Total additional FTE 3.2
- Each building will have one 1.0 ISF position (TL additional .2)
- ISF is the PLC resource position designed to align PLC's around the work of TDAP based on need of the team and includes teacher coaching and support.

Middle

- .5 FTE to each core area to be used as release time
- CH, EW, HV each 2.0 FTE
- Used as an additional prep to engage in work
- The school Board and the district have agreed to make a good faith effort to reduce core area class sizes to be as close as possible to 30 students

High

- 3 FTE's allocated to high schools to use as release time for PLC's
- Use as an additional prep to engage in work
- Based on approximately 16-18 PLC's at each site

Secondary PLC Resource Hour Guidelines

- PLC resource hours are designed to align job-alikes around the work of TDAP based on the needs of the team.
- Distribution of PLC Resource Hours:
 - Interested teachers must apply for the PLC resource hour position. An application process should be determined by each building and must be communicated to the building teaching staff during the staffing season. The principal will work in partnership with ISF's and BILT to determine how points will be allocated to staff/PLC's.
- PLC Resource Responsibilities:
 - Review student progress towards goals
 - Monitor and adjust strategies towards achieving goals
 - Work with the PLC to refine strategies/assessments
- Work in partnership with the CAS, ISF and/or BILT rep to lead their PLC in various components of the TDAP process based on needs of the PLC team.