MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT 13
COLUMBIA HEIGHTS, MINNESOTA

AND

COLUMBIA HEIGHTS FEDERATION OF TEACHERS
LOCAL #710

FOR SCHOOL YEARS
2021-2023

MASTER AGREEMENT

2021-2022 and 2022-2023

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Article I
PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District #13, Columbia Heights, Minnesota, hereinafter referred to as the Board, and the Columbia Heights Federation of Teachers, Local #710 and herein referred to as Local # 710, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA of 1971, as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

Section 2. Scope: The conditions of this AGREEMENT shall apply as specified herein to all members of the teachers' unit unless otherwise specifically modified.

Article II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA of 1971, as amended, the Board recognizes Local #710 as the exclusive representative of all teachers employed by the Board of Independent School District #13, which exclusive representative shall have those rights and duties as prescribed by the PELRA of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: Local #710 shall represent all the teachers of the District as defined by this Agreement or by certification of the Bureau of Mediation Services and the PELRA of 1971, as amended.

Section 3. Prohibition: The employer shall not meet and negotiate nor meet and confer with any employee or group of employees who is at the time designated as a member or part of an appropriate employee unit except through Local #710.

Article III
DEFINITIONS

Section 1. Terms and Conditions of Employment: shall mean the hours of employment, the compensation therefore including fringe benefits (except retirement contributions), and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District.

Section 2. Teacher: shall mean any employee of the School District in a position for which the person must be licensed by the Board of Teaching or State Board of Education, but excluding the following: superintendent,

assistant superintendents, directors, principals, assistant principals, associate principals, deans, confidential employees, paraprofessional, aides, supervisory employees and substitute teachers hired to replace a member of the teacher unit who are employed for thirty (30) working days or fewer as a replacement for that teacher.

A substitute teacher who is hired to replace an absent teacher and who is employed more than thirty (30) days for that teacher is included in the above definition of teacher. The term "substitute teacher" as used in this Agreement shall apply only to this restricted classification.

Section 3. Teaching: Teaching shall be defined as the contact between teacher and student(s) that is on an administratively scheduled basis that utilizes the skills and techniques of analysis, preparation, presentation and evaluation for which the teacher is trained and/or licensed and that places the responsibility upon the teacher for the supervision, safety, and well-being of the student under his/her control.

Section 4. Student Contact Day: shall be defined as that portion of the defined school day falling between the time when the majority of the students are required to report to classes and the time when they are regularly excused.

Section 5. Other Terms: Terms not defined in this Agreement shall have, in order of precedence, those meanings as defined by the PELRA of 1971, as amended; general understanding between the contracting parties; custom and usage in Independent School District #13; and administrative directives consistent with this Agreement.

Article IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: Local #710 recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection, direction and number of personnel, unless otherwise covered by the terms of this Agreement.

Section 2. Effect of Laws, Rules and Regulations: Both parties recognize that employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Board and shall be governed by Federal Law, the laws of the State of Minnesota, the rules and regulations of the State Board of Education, and by reasonable Board rules, regulations, directives and orders that are not inconsistent with the terms of this Agreement. All directives and orders issued by officials of the School District shall be reasonable, impartially applied, and consistent with the rules and regulations of the Board. If any provision or application

of this Agreement is found to be contrary to law or the rules and regulations of the State Board of Education, only that provision or application shall be deemed invalid, and all other provisions or applications shall continue in full force and effect.

Section 3. Progressive Discipline: The purpose of this section is to set forth the procedures and conditions under which teachers may be disciplined. All disciplinary actions shall be for just cause and, except in the case of oral reprimand, subject to the grievance procedure.

A. Teacher discipline shall be administered by appropriate District administrative personnel. Discipline beyond step two shall be administered solely by the Superintendent.

B. Discipline, except in the case of termination, shall have correction and improvement as its goal.

C. If the charges against the teacher are severe to the degree they necessitate a suspension of the teacher, such suspension shall be with pay during the investigation phase but could result in suspension without pay if the allegations are found to be true. The School District may suspend a teacher with pay during an investigation into a matter which may result in discipline. Suspension with pay is not considered disciplinary action and shall only occur while an investigation is pending and while the School District is considering the investigation results and appropriate action to be taken, if any.

D. Discipline shall be generally applied progressively and shall be consistent with the accepted principles of progressive discipline. Such action shall use the following steps:

1. Oral reprimand (no record of which will be placed in the personnel file)
2. Written reprimand
3. Suspension without pay (not more than five days)
4. Letter of deficiency
5. Termination (consistent with M.S. 122A.40)

If an infraction is of such a degree of severity to warrant it, disciplinary action may start at any of the above steps.

During any disciplinary actions, a teacher shall have the right to Local #710 representation, which may be any available trained member rights representative of Local #710 chosen by the teacher. A Local #710 representative will be notified when a pre-disciplinary meeting is scheduled by the School District.

Whenever possible, the District shall discuss with the teacher any concern which may lead to disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

E. Notice of discipline shall be sent by the appropriate administrator to the teacher with a copy to Local #710. The notice shall contain a statement of the grounds for the proposed action. Nothing in this section shall prevent a teacher from proceeding directly to arbitration if he/she desires.

F. Teachers shall be entitled to due process of law.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

Article V
TEACHER RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensations 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 nor circumvent the rights of Local #710.

Section 2. Dues Check-off: Teachers shall have the right to dues check-off for the local teacher organizations, provided that dues check-off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check-off pursuant to PELRA of 1971, as amended. When a teacher has properly authorized a dues deduction, such authorization shall continue in effect for that year and from year to year. Dues deduction authorizations will be forwarded to the School District and upon receipt, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. Deductions shall be made from the 24 paychecks which have voluntary deductions, beginning with the first paycheck in September, and shall be transmitted monthly to the designated organization together with a list of names of teachers from whom pay deductions were made. When a teacher has so authorized a dues deduction, such authorization cannot be canceled except by following the Education Minnesota revocation procedures.

Any dispute as to the amount of such fee shall be solely between Local #710 and teacher involved, and Local #710 shall hold the Board harmless from any liability arising from the deductions of any fair share fee as certified by Local #710.

Section 3. Voluntary Payroll Deduction:

Subd. 1. Financial Institution Deductions: All employees shall receive compensation through direct deposit in accordance with School Board policy and Minnesota state law.

Subd. 2. Tax Sheltered Annuity: The Board agrees to deduct from teachers' salaries payments for the purpose of tax sheltered annuities to School Board approved vendors. Payments deducted from each paycheck shall be transmitted to the School Board approved vendor(s) of the teacher's choice as per the bi-weekly billing of the company. Full annuity deductions from the summer checks will be transmitted in July. School Board approved vendors are those companies that have been presented to the insurance committee and the School Board.

Teachers who have chosen other vendors approved by the School Board prior to July 1, 2005 shall be allowed to remain with those vendors throughout their employment with the School District.

Teachers shall be given the option of changing vendors, increasing or decreasing contributions, or otherwise altering the terms of their agreements with the vendors at any time they so choose, except that no more than one change per quarter may be made.

Section 4. Restricting a Teacher: Nothing contained in this Agreement shall be construed to deny or restrict any teacher rights he or she may have under Minnesota or other applicable laws and regulations.

Section 5. Copies of this Agreement: Four signed originals of this Agreement shall be prepared at the expense of the School Board within thirty (30) days after this Agreement is signed, two for the School District and two for Local #710. The Agreement shall also be posted on the School District website.

Section 6. Inter-school Travel: Teachers who are assigned to more than one school shall be paid the established IRS rate for District-approved travel. It is agreed between the parties that the minimum mileage for inter-school travel will be one (1) mile and any distances over one (1) mile will be rounded to the next higher mile. Assignments between Valley View and Columbia Academy or between Highland and Columbia Heights High School do not qualify for travel reimbursement. However, when a teacher is scheduled to travel during a preparation period, a payment of four dollars ($4.00) per scheduled trip above and beyond that compensation authorized for District-approved travel shall be made. A multi-school assignment shall still allow for a thirty (30) minute lunch hour. Preparation time is defined for the purposes of this section as "during the student contact day."

Section 7. Convention Expenses: While in attendance at an approved convention, the maximum expense allowance shall be established at full cost, within District guidelines, of attending the convention. The number of employees to attend conventions shall be as per Board policy.

Section 8. Staff Reduction Due to Discontinuance of Positions, Lack of Pupils or Merger of Classes:

Subd. 1. All licensed members of the teachers' unit employed on a regular contract shall have seniority commensurate with their total years of service in the District and in such areas as they may be licensed. For all personnel originally employed after July 1, 1974, such years of service shall be taken to mean continuous, except that neither leaves of absence as described in this Agreement nor unrequested leave (lay-offs) shall constitute a break in service. Teachers whose service has been less than full time shall receive seniority credit on a pro-rated basis unless otherwise covered in this Agreement. Also, teachers employed as replacements to regular staff who are on leave (acting incumbents) or as substitute teachers shall not receive seniority credit except that, if such teachers are subsequently offered a regular contract, the time served as an acting incumbent shall be credited to the seniority of such persons.

a) Teachers shall be placed on unrequested leave of absence (lay-offs) for such reasons in reverse order of seniority, the least senior teacher receiving leave first.

b) A Tier 3 or Tier 4 teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence while a probationary, Tier 1 or Tier 2 teacher with the same licensure is retained.

c) In the event that teachers possess equal seniority, the earliest day of School Board contract approval shall determine the greatest seniority. Should more than one teacher retain equal seniority, ties shall be broken by reverting to (1) the date the teacher was recommended for employment to the Superintendent as determined by the employment recommendation form and then (2) the applicant's TRA Number (lowest number indicating greatest seniority). The administration shall maintain a record of such dates as part of the seniority list described in Subd. 2 below.

d) Re-employment shall be in reverse order of placement on unrequested leave, and such teacher shall be reinstated to the position held prior to placement on unrequested leave, to a similar position in the event that the original one is unavailable, or to other positions consistent with licensure if necessary to ensure re-employment.

e) No teacher shall be employed from outside the District while teachers licensed for such position are on unrequested leave until such teachers have been offered the available positions. The Board shall use its rights of transfer inherent in its managerial responsibilities to reinstate a teacher on unrequested leave who otherwise would be ineligible for re-employment, providing that in all instances said transfer shall be reasonable, shall preserve the quality of education and shall not require the District to make all the

reassignments of multiple-licensed teachers that could be made to preserve the positions of any given teacher.

f) Teachers placed on unrequested leave of absence shall remain eligible for participation in the School District's group insurance programs at their own expense for the applicable COBRA period.

g) Any teacher placed on unrequested of absence may engage in teaching or any other occupation during the leave. An unrequested leave of absence will not impair the continuing contract rights of the teacher or result in a loss of service credit for years of service in the School District earned prior to the commencement of such unrequested leave.

h) The School District, upon determination that a vacancy exists or will exist within a reasonable period, shall notify that most eligible teacher on unrequested leave of such vacancy, and that teacher shall have thirty (30) calendar days from receipt of notification in which to respond with acceptance or rejection of the offer. Rejection or failure to respond shall constitute grounds for permanent termination of employment.

i) The School District shall make a reasonable effort to offer less than full-time employment to teachers on unrequested leave, although failure to accept employment less than that held at the time of placement on unrequested leave shall not otherwise affect the re-employment rights of such teachers as described in (c) above. Teachers on unrequested leave will be given priority consideration on the teacher substitute list. Teachers on unrequested leave who substitute in the same position for thirty (30) consecutive days or more shall receive the contract rate for such position.

j) Re-employment rights for all teachers on unrequested leave shall continue for five years from the first date of school opening following the effective date of placement on unrequested leave, except that those teachers remaining as salaried employees of the District in some other capacity shall retain all rights consistent with their licensure. Further, for this subdivision to be applicable, such teachers will comply with the provisions of Subd. 6 and shall notify the School District by February 1 of each year of their interest and desire to return. Failure of the teacher to notify the School District by February 1 shall relieve the District of all future contractual obligations.

k) Teachers on unrequested leave shall continue to accrue seniority credit on the same basis as during their last year of teaching in the District.

Subd. 2. For teachers employed by the School District, who are working as long-term substitutes and who are subsequently offered a regular teaching contract, the seniority date will be the first date employed by the School District in a long-term substitute position. This section only applies to those teachers hired by the School District and not an employment agency, to those individuals qualified as Tiers 2, 3 or 4 teachers,

and to those who have had no break in service more than 15 student contact days from the original date of hire.

Subd. 3. By February 15 of each school year, the administration shall publish a list of all teachers according to seniority rank, along with a projection of anticipated reduction in staff for the end of that year. Only licensures listed on the final seniority list need be considered by the District, except as provided in Subd. 6 of this section, when assignments for ensuing school year are determined. Teachers shall have thirty (30) days in which to challenge their rank or status, and the absence of such a challenge shall constitute full agreement on the part of the teacher. Copies of changes in the seniority list, as well as Board action pursuant to this section shall be furnished to Local #710. Notification to a teacher of placement on unrequested leave shall be made as soon as practicable during the school year, but in no event later than June 1 of the school year prior to the inception of the leave.

If a tenured teacher elects to follow the grievance procedure under Article XIV with respect to the placement on unrequested leave by Board action, the intent to submit the grievance to arbitration must be filed and the action commenced within ten (10) days following the decision in Level III of the grievance procedure, or by June 30, whichever is sooner. Time limitations and/or steps in the grievance procedure will be waived by mutual consent to expedite the hearing of the grievance and allow for proper appeal to the arbitration level by the June 30 deadline specified herein.

Subd. 4. Every effort shall be made to use the good offices of the School District to place in teaching positions outside of the School District those who have been placed on unrequested leave.

Subd. 5. Teachers occupying a new position or level as a result of challenge made under the provisions of this section shall retain the right to return to their original position or same grade level or subject area as their original position in another school at the beginning of the school year following the occurrence of a vacancy in such position. This clause shall not apply in Subd. 1(d) above.

Subd. 6. ECFE teachers shall constitute separate, distinct and mutually exclusive categories under this section. The Board and Local #710 recognize that ECFE teachers are employed and meet licensure requirements pursuant to the provisions of Minn. Stat. 122A.26.

a) The probationary period of ECFE teachers shall be three school years of continuous service. During the probationary period, the Board shall have the unqualified right to suspend, discharge or otherwise discipline such teachers. Upon completion of the probationary period, any employee may be suspended or discharged only for just cause and shall have access to the grievance procedure.

b) All ECFE teachers employed in this category shall have seniority commensurate with their total continuous years of service in the District and in such areas as they are employed. Less than full-time employment in this category shall be pro-rated.

c) ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting of only ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the District. ECFE teachers shall be laid off and recalled according to seniority rank in the separate ECFE seniority list.

d) In the event of equal seniority for ECFE teachers, the earliest date of employment action by the Board shall determine the greatest seniority. Should a tie remain, the applicant's TRA number (lowest number indicating greatest seniority) will be used.

e) Re-employment shall be in reverse order of placement on unrequested leave. Re-employment rights shall continue for five years from the date of school opening following the effective date of the commencement of unrequested leave. When a vacancy occurs, the ECFE teacher shall have thirty (30) calendar days from receipt of notification to accept or reject the offer. Rejection of the offer, if it is equivalent in kind to previous employment, shall relieve the School District of all employment responsibilities.

f) ECFE teachers shall not accumulate seniority rights as regular teachers under Minn. Stat. 122A.40.

g) By February 15 of each year, separate seniority lists for ECFE teachers shall be published. The teacher shall have thirty (30) days in which to challenge his/her rank or status, and absence of such a challenge shall constitute full agreement on the part of the employee.

h) For ECFE teachers, hours of service, duty day, duty week and duty year shall be assigned and modified by the District based on the needs of the program.

i) Compensation rate for ECFE teachers is found in Schedule E of this agreement.

k) Compensation for Pre-K4 teachers will be calculated using the following formula: number of duty days times 7.25 hours times the hourly rate as outlined in schedule E plus 34 hours. 34 hours represents time outside of duty days for open houses, 3 family/parent events, 8 Early Childhood Staff meetings, 9 Pre-K team meetings and 9 elementary school meetings.

Subd. 7: No teacher or staff member exercising a claim to a teaching position under the provisions of this section shall "bump" a teacher from his/her position unless that teacher/staff member (1) is senior to the teacher being bumped, (2) has licensure in the claimed subject area or field. Teachers who wish to utilize

the bumping process must do so within ten (10) days of official notification of placement on unrequested leave, or February 1 in succeeding years, and must possess at the time of "bumping" the necessary licensure to bump. Should a new vacancy occur after the 10-day period, the administration shall notify those eligible teachers who have been placed on unrequested leave, and such teachers shall once again have the opportunity to bump.

Subd. 8: Teachers, who prior to December 31, 2000, declared to drop license(s) at the district level for staffing purposes, will not be assigned to teach in the areas where the license was dropped. A dropped license(s) may only be reinstated when a bump occurs as a result of a bump under some cooperative agreement with other school districts or if a teacher is proposed for placement on unrequested leave. Except for the teachers described in the preceding sentence, no teacher shall drop a license at the district level for staffing purposes, without the prior written approval of the superintendent.

Section 9. PreK and Elementary Duty Day: The class load for each elementary teacher shall be five hours of teaching per day during the school week. There shall be at least 55 minutes of teacher-directed preparation time per day during the defined student contact day reserved for planning, developing and producing curricular materials for the individual teacher's classes. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers. The non-student contact portion of the workday may include, but is not limited to: teacher-directed preparation time; in-service training; curriculum coordination and development; staff and grade level meetings, common planning, IEP/assessment and committee meetings; preparation of schedules; daily and long-range lesson plans and parent and/or student meetings. Teachers may be assigned supervision duties, which the administration will attempt to distribute equally. Nothing contained herein prohibits nor limits the rights and responsibilities of the administration in assigning any extra non-teaching duties normally associated with the teaching profession over and above the five hours of teaching provided such duties are consistent with the provision in Article VIII. It is the responsibility of each individual teacher to utilize the basic workday of seven hours and 15 minutes exclusive of lunch to provide the highest quality of educational program practicable for every pupil.

Section 10. Academy Duty Day: For the 2021-2022 and 2022-2023 school years, the class load at the Academy shall be defined as three approximately 87-minute periods of student instruction each day, or a combination of 87-minute and 45-minute periods, plus a 20-minute advisor/advisee session each day. In addition, teachers shall have one approximately 87-minute period of non-student contact time daily. The non-student contact time, may include, but is not limited to: teacher-directed preparation time; in-service training, curriculum coordination and development, staff, IEP/assessment and committee meetings; preparation of schedules; daily and long-range lesson plans; and parent and/or student meetings. Nothing contained herein prohibits nor limits the rights and responsibilities of the administration in assigning any extra non-teaching duties normally associated with the teaching profession different than what is stated above, provided such duties are consistent with the provisions of Article VIII. It is the responsibility of each individual teacher to utilize

the basic workday of seven hours and 15 minutes exclusive of lunch to provide the highest quality of educational program practicable for every pupil.

Section 11. High School Duty Day: The daily load for a full time teacher shall be three 90-minute periods of student contact time, which may include guided study and resource study duties, and one 90-minute period of preparation. Teacher-directed preparation time may include, but is not limited to: in-service training; curriculum coordination and development; staff, IEP/assessment, committee and department meetings; preparation of schedules; daily and long-range lesson planning; and parent and/or student meetings. The principal shall attempt to rotate annually the guided study and resource study duties so that these duties are shared as equally as possible. The high school shall also have a student advisory program that is agreed upon by the building leadership team and the high school administration. Nothing contained herein prohibits nor limits the rights and responsibilities of the administration in assigning any extra non-teaching duties normally associated with the teaching profession over and above three periods of student contact time and one period of preparation, provided such duties are consistent with the provisions of Article VIII. It is the responsibility of each individual teacher to utilize the basic workday of seven hours and 15 minutes exclusive of lunch to provide the highest quality of education program reasonable for every pupil.

Section 12. Special Provisions: Nothing in Sections 10, 11 and 12 shall prevent the assignment of teaching duties in excess of the maximums, provided that it is with the consent of the teacher concerned and that additional compensation be paid according to the Agreement outlined in Schedules B and D or Article XI, Section 6, whichever may apply.

No teaching assignments shall be made outside the student contact day unless consistent with the above provisions and, so as far as practicable, within a defined school day consistent with Article VIII, Section 2.

The School District shall attempt to assign supervision responsibilities to special education teachers during the duty day, rather than after the school day.

Section 13. LEAP Preparation: LEAP teachers may request one day each quarter from the classroom for extra preparation required by the position, subject to the pre-approval of the building principal. The teacher shall be provided with a distraction free environment at the District to complete their work.

Section 14. Summer School Preparation: Summer school preparation time shall be twelve (12) minutes for each class hour.

Section 15. Local Re-licensure Committee: The Board agrees to provide the local re-licensure committee with the following services:

1) The physical facilities for meetings as well as storage provisions in such schools for maintenance of the individual files.

2) The release of each committee member from his/her teaching assignment with pay up to four half days per year for committee business. Time provided by the District shall not exceed a reasonable estimate of the time required for Local Committee duties.

Section 16. Employment: No teacher presently employed by the District shall lose his/her position to any person not currently employed by the District as a teacher without the consent of Local #710.

Section 17. Use of School Facilities for Meetings: All duly constituted teacher organizations shall have the right to use school facilities for meetings so long as such use does not interfere with regularly scheduled school activities. Each teacher organization shall be allowed one (1) day per month for meetings, with teachers released from their buildings immediately after the close of the student contact day. Additional meetings shall be authorized with the consent of the Superintendent. The organization president shall be responsible for submitting a list of the year's regularly scheduled meetings to the Superintendent during the first month of each school year. Use of the facilities shall be without charge to the organization, except that the use of the facility must be cleared with the building principal and any additional cost to the District as a result of such use shall be paid by the organization involved.

Section 18. Use of School Equipment: All teacher organizations shall have the right to use office equipment after duty hours when such equipment is not otherwise in use. The use of such equipment is limited to organizational activities and must remain on school premises. The organization shall be responsible for the equipment and shall pay the actual cost of all materials and supplies incidental to their use, with the provision that all supplies must be checked out through the school principal. The teacher organization agrees to pay for replacement of any school property damaged or destroyed through its use and to pay for maintenance costs should the equipment break down while in use by the teacher organization. Bulletin board space may be utilized in the teacher lounges for professional notices, and the inter-school mail shall be available for organizational use.

Section 19. Personnel Files: Only one (1) personnel file shall be maintained by the District on any teacher. No file material generated in buildings by the administrator or designee may be used in disciplinary action unless it has been discussed with the teacher within five working days after the material is generated. In all cases where the potential file material is intended for use in disciplinary action, the administrator is obligated to inform the teacher he/she may have representation and also provide reasonable time for the teacher to obtain such representation. If the teacher is not given sufficient time to obtain representation of his/her choice, the administrator or designee must be able to demonstrate that providing the requested time would have exacerbated or been detrimental to the resolution of the issue. All evaluations and other materials relating to

each individual teacher and considered as official records of the District shall be available during regular school business hours to each individual teacher upon his/her written request, within a reasonable period of time, and in no event later than seventy-two hours, after the request is received by the Human Resources Office. When the request follows the issuance of a disciplinary action, the personnel file will be made available for review within twenty-four hours after the request, whenever possible. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained herein. However, the School District may destroy such files as provided by law. Access to such files shall be limited to those individuals demonstrating a right and an educational need to know the information contained therein.

The School District shall expunge from a teacher's file any material found to be false or substantially inaccurate, and the teacher shall be authorized to use the grievance procedures, as outlined in Article XIV, in order to enforce this provision. Such grievances shall be initiated at the appropriate level and shall be subject to a time limitation of fifteen (15) days after the teacher has knowledge of the inclusion in his/her file of the material he/she seeks to have expunged.

Any time following three (3) years after placement of material in a teacher's file and annually thereafter, the teacher may request removal of this material from his/her file except: 1) when related to incidents of sexual harassment or sexual abuse, or 2) when related to a teacher's employment status, credits, date of employment, etc. If the Superintendent and teacher agree to remove the material from the teacher's file, the material shall be removed. If the Superintendent declines to grant the request, the teacher shall be so notified in writing within 10 days of the request.

If the response is negative, supporting reasons for this decision will be given. Nothing in this paragraph shall be subject to the grievance procedure. This provision is effective January 14, 1992 and thereafter.

Section 20. Assignments and Transfers:

Subd. 1. Teacher Assignment: Teachers shall be given written notice of assignment by their building principal of their specific teaching assignment for the forthcoming year prior to June 1, if possible. In the event that changes in such assignments are made, all teachers affected shall promptly be notified as soon as changes are finalized.

Subd. 2. Posting: A position is considered vacant when the current building allotment, excluding teachers assigned to the building less than a .3 FTE, cannot be filled by current staff. All vacant teaching positions shall be posted on the School District website and shall be sent by e-mail to Local #710 and each building secretary. All postings shall include a job description. To be notified of vacancies that exist during the summer months, teachers shall submit their summer addresses or e-mail addresses to the Superintendent prior to the end of the school year and a written request for such notices. The school district shall mail or

e-mail postings to all teachers who have requested notification of vacancies during the summer months. Any interested teacher shall mail a response to a vacancy notice to the Director of Human Resources within ten (10) days of the teacher's receipt of the vacancy notice.

Subd. 3. Voluntary Transfers: A teacher may request a transfer to vacant positions by submitting an application on-line on the School District website. A voluntary transfer request shall be considered by an informal interview team, consisting of one (1) member appointed by the school district and one (1) member appointed by Local #710, unless the School District and Local #710 mutually agree to waive the informal interview team process. In that event the Superintendent shall make the decision upon the voluntary transfer request without further input from Local #710. The interview team shall conduct interviews of all applicants for the vacant position. The interview team shall consider each applicant's education, experience, seniority, qualifications and interview responses in deciding upon the transfer request. The interview team shall make a recommendation on the transfer request to the Superintendent. The Superintendent shall take final action on the transfer request, giving consideration to the team's recommendation. The school district shall consider transfer requests before filling a vacant position and shall consider first those transfer requests where the granting of such requests would allow a teacher to return from an unrequested leave of absence. A transfer request shall remain on file for one (1) year. The process established by this Subdivision shall not apply to summer school positions.

Subd. 4. Involuntary Transfers: For purposes of this subdivision, an involuntary transfer shall be defined as a change of assignment that results in a building change or causes the employee to use a teaching license different from their current assignment. When an involuntary transfer is necessary, as determined by the school district in its sole discretion, the Superintendent or designee, shall select the teacher(s) to be transferred based on the seniority, experience and qualifications of the teacher(s) affected and the best interests of the school district. A teacher who has been transferred involuntarily shall, upon request, be granted a meeting to discuss the reason(s) for the involuntary transfer. In the case of involuntary transfers, an appeal may not be carried beyond Level III of the grievance procedure.

Subd. 5. School Closing: In the event the District closes a school building, teachers of that building will be asked to state their re-assignment preference, and these preferences shall be considered in developing staff placement.

Subd. 6. Licensing: No teacher, as a condition of continued employment, shall be required to obtain additional licensing.

Section 21. Academic Freedom:

Subd. 1. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the dignity

of the individual and for the Constitution of the United States and the State of Minnesota, and to instill appreciation of values of individual personality. It is recognized that these democratic values can be transmitted best in an atmosphere that is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom is enjoyed.

Subd. 2. Freedom of individual expression, consistent with the obligation to respect the right of all other parties, shall be encouraged to safeguard the paramount interest of the schools in a learning climate for pupils.

Subd. 3. Academic freedom shall be guaranteed to pupils, and no arbitrary limitations shall be placed by the Board, administration or teachers upon the study, investigation, presentation and interpretation of facts and ideas concerning human society, the physical and biological world, and other branches of learning, when pursued in accordance with Board policy.

Subd. 4. It is recognized that academic freedom is the right of the learner, and that parties to this Agreement shall in no way act individually or in concert in a manner which would diminish, impair, or impede the right of the pupil.

Section 22. Board Policy Manuals: Board policy manuals shall be readily available in each school building. Changes in the manual will be sent to each building principal for updating purposes. Local #710 shall also receive one copy of the policy manual and shall receive one copy of the revisions as they are distributed to the various schools.

Section 23. Voluntary Part-time Retirement: At the option of the employees involved, teachers with 20 years or more of teaching experience shall be authorized to accept less than full-time employment within the School District. A teacher who elects part-time service under this provision shall remain a member of the teacher unit without regard to time limitation. Teachers must submit their request for voluntary part time leave by February 1 of the school prior to beginning the leave.

Subd. 1. Such positions shall comprise that fraction of a full-time teaching load as agreed upon by the teacher and the Board, except that the teacher must be employed for at least 50 full days, or fractional equivalent thereof, in any school year; and is compensated at a rate not to exceed 60 percent of that established by this Agreement for a full-time teacher of identical education and experience; and has, during the year preceding the period of part-time employment, been a member of the bargaining unit as defined in PELRA of 1971, as amended.

Each teacher shall be compensated according to a fractional equivalent of the full-time employment multiplied by that teacher's proper compensation from the salary schedule.

Subd. 2. Teachers occupying part-time positions under this section shall retain such seniority and experience credit as they would under full-time employment.

Subd. 3. The Board shall afford teachers under this section all the insurance benefits granted to full-time employees on an identical basis and with identical sharing of costs as authorized for a full-time teacher; providing that such benefits are available from the carrier providing insurance to regular full-time employees.

Subd. 4. Notwithstanding any provisions of Chapter 354 relating to salary for contribution purposes or accrual of service credit to the contrary, employee and employer contributions to the fund, including the State's obligation therefore, and the accrual of allowable service credit toward retirement pursuant to Chapter 354 shall be continued during the period of part-time employment pursuant to this section upon the same basis and in the same amounts as would be payable or accrued were the teacher to have been employed on a full-time basis. A teacher's contributions to the fund and accrual of allowable service credit during part-time employment may not be continued pursuant to this subdivision for a period of longer than 10 years.

A teacher who pays employee contributions and receives allowable service credit in the fund pursuant to this section may not pay employee contributions or receive allowable service credit for the same fiscal year in any other Minnesota public employee pension plan, except a volunteer fire fighters' relief association governed by Sections 69.771 to 69.776.

Subd. 5. Such teachers shall be authorized to return to full-time employment for the next school year upon application to return provided that the application is received by February 1 of the year prior to the anticipated return. Such return from part-time retirement shall be allowed one time only.

Subd. 6. Subd. 4 of this section shall not apply when the District fails to receive, after timely and proper application, the authorization for such action by the Commissioner of Finance of the State of Minnesota. In such event, the teacher occupying a part-time position shall have the option to bump into a full-time position under procedures outlined in Section 9 of this Article. Such bumping shall not occur after May 1 of the year preceding the year when part-time retirement is desired.

Section 24. Part-time Employment: Continuing Contract Teachers with the District, may request part-time positions, if such are desired. The District will attempt, but is in no way obligated, to provide such a position consistent with the availability of replacement personnel and the educational needs of the District. In the event that the teacher's application is approved, the salary shall be pro-rated based on the time worked and the appropriate step on the salary schedule. Sick leave entitlement shall be based on the pro-rated part-time day.

For part-time employment approved before July 1, 2021, the Board shall afford teachers under this section all the insurance benefits granted to full-time employees on an identical basis and with identical sharing of costs as authorized for a full-time teacher; providing that such benefits are available from the carrier providing insurance to regular full-time employees. For part-time employment approved after July 1, 2021, the teacher will receive pro-rated contributions to the benefits at the same level as other part-time teachers. All seniority shall be authorized as provided to full-time teachers of this Agreement under applicable law.

Subd. 1. Teachers on part-time employment shall be authorized to return to full-time employment for the next school year on application to return provided that the application is received by February 1 of the year prior to the anticipated return. Such right to return from part-time employment shall be allowed one time only unless mutually waived by the teacher and the Superintendent.

Section 25. Part-time to Full-time Employment: Any tenured teacher who holds a part-time position, not as a result of either a voluntary or unrequested leave, shall be granted up to a full-time position providing such a position is available and that:

1. The teacher has a weighted equivalent of three (3) full-time school years in District 13;

2. Such request is made in writing and received by the Human Resources Director on or before February 1 of the school year immediately prior to the school year during which the full-time position is requested;

3. Such teacher meets licensure and seniority qualifications to assume the requested position.

Section 26. Staff Protection: The School District shall protect its employees through a liability insurance program and by being vigorous in its protection of all employees from physical and/or malicious intentional intimidation and/or harassment when performing work-related duties.

Section 27. Protection from Physical/Malicious Intention Intimidation and/or Harassment: Any employee who is struck, physically threatened or otherwise harassed, shall report this at once to his/her immediate supervisor. The Columbia Heights School Board has adopted school policy #413, Harassment and Violence, to safeguard employees from harassment and violence.

Section 28. Job Sharing:

Subd. 1. Definition: The practice of two (2) or more persons employed by the School District to share a full-time (1.0 FTE) teacher position.

Subd. 2. Position: Each job share partner's obligation shall be the regular duty day and year as specified in Article VII and Article VIII of the Master Agreement, divided by the number of job share partners, unless otherwise agreed in writing by the School District and the partners. Each job share partner shall specify the

days and hours to be worked by each partner in the application to the Superintendent for the job sharing position. The Superintendent shall have the authority to approve or disapprove of the proposed schedule. During the school year while the Job Sharing Agreement is in effect, the job share partners may make adjustments to the schedule, if mutually agreed upon, and if approved in advance by the Superintendent or designee.

Subd. 3. Duration: Each Job Sharing Agreement will be in effect for one school year. At the conclusion of the school year, each job share partner shall return to employment in the following school year at the same FTE level in effect for each of them before the job sharing began, unless one or both of the partners is non-renewed or is placed on a leave of absence following the job sharing year, pursuant to relevant provisions of the contract and state law. In the event a Job Sharing Agreement is extended for more than one year, the teachers then have continuing contract rights as to their respective FTE during the Job Sharing Agreement, unless one or both of the partners is non-renewed or is placed on a leave of absence following the job sharing year.

Subd. 4. Professional Responsibilities: During the job sharing school year, the job share partners shall:

Part 1. Jointly teach the first three (3) student contact days and the last two (2) student contact days of the school year.

Part 2. Attend all workshop days.

Part 3. Teach for his/her partner, at no additional compensation, on days on which a partner pre-schedules and uses non-emergency leave, up to 40 hours each school year, in accordance with Subdivision 2 of this Section. The job share partner shall have the option to teach for his/her partner beyond 40 hours with compensation at the substitute teacher's rate. If the partner chooses not to teach for his/her partner beyond the 40 hours required to teach for his/her partner, a substitute teacher will be utilized.

Part 4. Jointly plan and organize curriculum and instruction.

Part 5. Jointly grade progress reports.

Part 6. Jointly attend conferences, open house, and those other days, if any, required of all staff.

Part 7. Ensure effective communication between partners, school, and parents by regularly using a variety of tools, such as, written correspondence, telephone communication, journals, and available technology.

Part 8. Attend meetings on each individual's scheduled workday and communicate information and directives to the other partner in a timely fashion.

Part 9. Share equipment, furniture, and basic supplies normally provided to one teacher.

Subd. 5. Benefits: Each job share partner shall receive the following benefits:

Part 1. Placement on the negotiated salary schedule shall be the percentage of the regular duty year worked by the job share partner.

Part 2. Any time worked above the job share time shall be paid pro-rata or be available as compensatory time, only if such payment or compensatory time is pre-approved by the Superintendent or designee.

Part 3. Other benefits as per the Master Agreement.

Subd. 6. Application: Job share applications must be submitted to the Superintendent by March 1 of the year preceding the school year for which job sharing is sought. Approval or denial shall be communicated to the applicants no later than June 15 preceding the school year for which job sharing is sought. Job share applicants may request a meeting to discuss the denial of a job share application.

Subd. 7. Authority: School District retains sole and complete authority to approve or disapprove applications for job sharing based upon the needs of the program or school, recommendations from Principals, and other criteria deemed relevant to the School District.

Subd. 8: The decision to deny a job sharing application is not subject to the grievance procedure.

Article VI
LOCAL #710 RIGHTS

Section 1. Furnishing Information to Exclusive Representatives: The Board agrees to furnish Local #710 all public information concerning financial resources, Board agendas with addenda, minutes of Board meetings and public reports, provided that if additional costs are incurred by the District in furnishing the information Local #710 will reimburse the District for such costs. The School District administration will provide each new employee's name, employee identification number, job title, building assignment and start date to the Local #710 President as soon as reasonably possible after the employee's date of hire, but no later than once quarterly.

Section 2. Matters not Subject to Negotiations:

Subd. 1. Meet and Confer: Discussions on matters not included in this Agreement and/or not specified in Article III, Section 1 shall be held whenever the need arises between representatives of Local #710 and a sub-committee selected by the Board. The meetings shall not be limited to a single session, but shall continue at the mutual convenience of both parties until all matters under consideration have been thoroughly aired. Nothing in this section shall require the agreement of either party to any matter presented for consideration. Either party may present matters for discussion, but priority shall be given to those topics reserved for that purpose by the parties to this Agreement. No discussion shall be deemed complete until a summary of the matters has been presented to the Board for its review.

Subd. 2. Labor/Management Committee: A labor/management committee composed of appointments by the Superintendent and representatives of Local 710 will meet at least monthly to discuss issues related to the quality of the workplace.

As a part of this process, the meetings will explore quality of workplace programs in other school districts and recommend those programs to the Board that will help to maintain and improve a positive work environment for all.

The committee may agree to establish specific ad hoc groups that include members not on the committee.

Section 3. Local #710 Time: Members of Local #710, or other members of the teacher unit so designated by Local #710, shall be authorized a maximum of thirty (30) days leave for organizational activities. Leave in excess of thirty (30) days may be granted to Local #710 at the option of the School Board. No salary deductions shall be made for such leave, but Local #710 agrees to reimburse the District for each day taken at the prevailing substitute teacher's rate, except that when the time is directly related to the School District negotiation process, a rate of 1/186 of the annual base salary of the teacher approved for such absence by Local #710 will be reimbursed. The number of persons on organizational leave shall not at any one time exceed two per building.

All mediation and arbitration sessions requiring the attendance of both parties to this agreement shall permit the time off of up to four (4) members of Local #710 and such time shall not be counted as part of the 30-day maximum. Such attendance shall otherwise be under the conditions outlined above. Whenever possible, the parties shall jointly attempt to secure mediation and arbitration sessions during non-duty hours. All requests for leave shall be submitted in writing to his/her superior as early as possible, but in any event, except for Arbitration and Mediation, at least three (3) days in advance.

Section 4. Personnel Policies Affecting the Working Conditions of Teachers: Personnel policies that are not covered in this Agreement but that affect the working conditions of the members of the teachers' unit shall remain the discretion of the School Board. However, upon request of Local #710, a meet-and-confer session shall be held before the final adoption of such policies.

Section 5. Open Mic: During the "open mic" session of the School Board meeting, the Board agrees to provide representatives of Local #710 time to discuss, subject to the rules established for participation by citizens and other interested groups, agenda matters or matters affecting the working conditions of the teachers in the District.

Article VII
DUTY DAYS

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the Board shall, prior to April 1 of each school year, determine, subject to the terms of this Agreement and the processes involved in Article VI, Section 2, the calendar for the coming school year(s). The teacher shall perform services on such days determined by the calendar including Columbus Day, Veterans' Day, Lincoln's and Washington's birthday, and Martin Luther King Day, and such other legal holidays for which the Board is authorized and has determined to conduct school. All such services shall be subject to the provisions of Section 2 below and such leave authorizations as may be provided in this Agreement. The school calendar shall be outlined in Appendix E and no changes except as provided in Section 2 shall be made without the consent of Local #710. Except as provided in the final

paragraph of this section, unless Local #710 agrees to alternative provisions, the length of the school year shall be as follows:

LENGTH OF SCHOOL YEAR

	K – 5	6 – 8	9 – 12
Instructional Days	172	172	172
Evening Conference Compensatory Days	2	2	2
Pre-Service Days	3	3	3
District-Wide In-Service Days	5*	5*	5*
Grading Days	2 full days; 2 half days	2 full days; 2 half days	2 full days; 2 half days
Building In-Service Days	2 half days	2 half days	2 half days
TOTAL CONTRACT DAYS	186	186	186

*New staff shall attend 3 additional in-service days prior to the start of the school year. Teachers hired after the first student contact day in any given year shall have the first day of their contract designated as a non-student contact day.

*The School District shall inform teachers as soon as possible at the start of the school year of the broad areas of focus for in-service/workshop days and shall use its best efforts to schedule in-service days during the school year which do not conflict with other staff meetings. The building principal may switch scheduled grading days with in-service days or meetings if there is mutual agreement with the building leadership team.

If, during the duration of this Agreement, laws, rules or regulations enacted by authoritative entities other than the Board or Local #710 permit or mandate optional "school year" stipulations, Local #710 and the Board agree that the provisions of this article may be amended in a mutually agreeable manner. In particular, but not exclusively, additional "inservice/workshop days" shall, at the Board's discretion, be added to the school calendar to the extent the legislature funds them and teachers are compensated on a pro-rated basis or to the extent such "inservice/workshop days" replace "teaching days". Scheduling of such days shall be subject to the meet and confer process. Payment for "additional days" under the provisions of this section shall not be construed to affect compensation schedules as provided in Schedules A or C of this agreement.

Subd. 1. Compensatory Time: A program of compensatory time shall be in effect according to guidelines mutually agreed to by Local #710 and the District. Any differences arising from Administration of the guidelines shall proceed no further than Level II as outlined in Article XIV of this Agreement.

Subd 2. Teacher Recognition Days: The teacher recognition program is outlined in Article X, Section 17.

Section 2. Emergency Closings: In the event of a single student day lost for any emergency, no make-up shall be scheduled, provided such day is in excess of the minimums provided by state statute or regulation. In all other events where an emergency requires the closing of the school(s), the teacher shall perform duties on such other day(s), if any, as may be designated by the Board or its authorized representative, subject to prior consultation with Local #710 under the terms of Article VI, Section 2.

Section 3. Contract Form:

Subd. 1. All members of the teacher unit, except substitute teachers, shall be entitled to an individual contract upon initial employment and subsequent contracts will be issued where there is a fundamental change in employment, e.g. from full-time to less than full-time. However, the teacher shall receive a written notification whenever modifications of salary or other conditions as provided for in the latest negotiated agreement are made and which would change the latest signed individual contract or most previous modification. Those extra-curricular assignments that are included as part of the continuing contract shall be subject individually to teacher resignation but shall remain as part of the continuing contract until a competent and acceptable replacement is available and has administrative recommendations for such teacher attempting to terminate an assignment. Any effort by the administration shall mean at least compliance with Article V, Section 19.

Subd. 2. All individual contracts, including those tendered to prospective teachers who shall meet the requirements during the calendar year for membership in the teacher unit, shall be in accordance with the provisions of M.S. 122A.40, except that annual contracts may be altered for:

1) Teachers employed strictly as replacements for those members of the teacher unit on leaves authorized under the terms of this Agreement (acting incumbents), and

2) Title I and ECFE teachers,

3) No terminating contract designed to meet the provisions of Subd. 2 shall otherwise diminish the benefits outlined in this Agreement,

4) Article V, Section 16 shall apply not to those instances where qualified and acceptable extra-curricular advisors/directors/coaches can be secured from outside the District in order to allow a teacher to be released from an extra-curricular assignment under the terms of this section.

Section 4. Contract Signing: The right of a teacher to resign shall be in compliance with State statutes and is extended from April 1 until the 30th calendar day following the adoption of a new salary agreement or until July 15--whichever is earlier. The resignation shall be effective on June 30 if submitted prior to that date or unless another date is specified in the letter of resignation. If the letter is submitted after June 30 it shall be effective July 15.

Article VIII
HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's duty day, exclusive of lunch, shall be 7 hours and 15 minutes. Teachers may be required to participate in professional activities beyond the basic duty day. Among those activities are faculty meetings, parent conferences, committee meetings, in-service training sessions, open houses and orientation sessions. If an unforeseen emergency arises, the principal may require the staff to assist beyond the basic duty day.

Section 2. Variable Staff Hours: The specific employee hours at any individual building must maximize the development and implementation of the educational program of the School District. However, within this framework, it is recognized that separate schools and, in some cases, individual classrooms may have hours that vary from other schools or classrooms of the District. The specific hours for each teacher will be determined jointly by the principal and the individual teacher. The planning of these hours must give consideration to interaction of teachers at various grade levels and in the subject matter disciplines and not impair nor make difficult curriculum and instructional development or in-service training of staff. If mutual agreement cannot be reached between the principal and involved teacher, the teacher shall work the normally assigned building hours. The seven hours and fifteen minutes per day shall be considered a daily average of a thirty-six hour and fifteen minute work week. Persistent violations of this provision by an individual teacher shall cause the building principal to return that teacher to a definite building schedule.

Either party may request an emergency variance from the agreed upon hours, except that compensatory time may be required as is consistent with the other provisions of this Agreement.

Section 3. Additional Activities: Teachers shall be required to participate reasonably in school activities beyond the basic teachers' duty day. Among those activities are duties in connection with PTA/PTO meetings, student council activities, class meetings, graduation activities, dances, fundraisers and carnivals and similar activities. The principals shall make reasonable attempts to distribute these responsibilities equally amongst staff. After the principal assigns supervision responsibilities that are specific to the team or grade level, teachers will sign up for three (3) events during August teacher workshop days in order of seniority with the most senior teachers in each building selecting their additional activity responsibilities first. It may be necessary for teachers to participate in additional activities beyond those for which they volunteer in August.

Teachers shall do so at the principal's direction. The principal shall provide two weeks prior notice of additional ongoing activities to be assigned a teacher, whenever possible.

Section 4. Duty-free Lunch: Each teacher shall be provided with a duty-free lunch period of 30 minutes. Upon consent of Local #710 this provision may be altered to meet emergency conditions.

Section 5. Conferences: Whenever parent/teacher conferences are scheduled beyond the teacher's basic duty day, those hours shall be returned to the teacher in the form of compensatory time. The Board shall approve compensatory time schedules.

Section 6. Training and Workshop Compensation: Teachers required by the District to attend mandatory information or training workshops on non-duty days shall be compensated at the curriculum hourly rate in addition to any expenses incurred. Attendance at in-service or training workshops on a duty day, but beyond contracted hours will be compensated at the curriculum hourly rate.

Effective September 1, 2021, for teachers that attend voluntary information or training workshops, the District will pay the fee for the registration, reimburse mileage and pay for meals during the time of the workshop, if meals are not provided. Teachers will also be paid a $100 stipend for a full day and a $50 stipend for a half day.

Teachers who request and receive District approval to attend workshops, clinics, and seminars sponsored by either the district or outside agencies, teachers will be reimbursed by the District for approved expenses incurred (registration, mileage, meals, lodging).

Teachers who prepare staff development training shall be compensated for up to two hours at the curriculum rate per presentation. With pre-approval of the Director of Teaching and Learning, teachers may be paid beyond the two hours for preparation. Teachers that present outside of the duty day shall be paid the curriculum rate to present.

Article IX
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier shall be made by the Board, subject to the provisions of law and the advice of the Labor/Management Insurance Committee. The provisions of the policy shall be recommended by the committee prior to the issuance of bids that may represent a change in either the specifications, including the proportions of payment into the VEBA account and premium payments, or the insurance carrier.

The committee shall represent all employee groups in the District and, insofar as possible, membership shall be proportional to the size of the employee bargaining unit. The administration may appoint such additional ex-officio members as may be necessary to carry out the work of the committee.

The committee will meet within ten (10) days of a written request to the Director of Business Services by the designated representative of any participating group to investigate matters pertaining to the insurance needs of the District, and report such findings to the Board and/or the parties to this agreement.

Section 2. Medical/Hospitalization Insurance:

Employees who are contracted to teach for the entire school year will have insurance coverage through August 31.

Subd. 1. Single Coverage: The Board will contribute during the 2021-2022 fiscal year the sum of $761.00 per month and for the 2022-2023 fiscal year the sum of $776.00 per month or the actual cost of increase, whichever is less toward the cost of the premium for the medical/hospitalization plan for individual coverage for each teacher working three-quarters time or more, who is employed by the District, and who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction, effective one month after this Agreement is ratified.

Subd. 2. Family Coverage: The Board shall contribute during the 2021-2022 fiscal year a total contribution of $1,884.00 per month and during the 2022-2023 fiscal year a total contribution of $1,922.00 per month or the actual cost of increase, whichever is less toward the cost of the premium for the medical/hospitalization plan for family coverage for each teacher working three-quarters time or more, who is employed by the School District, who qualifies for and is enrolled in the School District group medical/hospitalization plan and who qualifies for family coverage. The cost of the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction, effective one month after this Agreement is ratified.

Subd. 3. Voluntary Employee Beneficiary Association Account: The School District shall contribute to the eligible employee's Voluntary Employee Beneficiary Association (VEBA) account $200 per month for family health insurance plans and $100 per month for single insurance plans. For employees participating in the Minimum Value Family or Single Health Insurance Plans the School District shall contribute an amount necessary to meet the minimum monthly insurance premium. One-sixth of the contribution will occur on July 1, the remaining five-sixths will occur on September 1. Teachers may apply for VEBA hardship on the School District website no later than the last contracted teacher day for that year. The School District retains the right to approve or deny any VEBA hardship requests in its sole discretion.

Subd. 4. Retired Employee Medical/Hospitalization Insurance: The Board will contribute during the 2015-2016 fiscal year the sum of $330.00 per month, and for all teachers retiring at the end of the 2015-2016 school year or later, the Board will contribute the sum of $400.00 per month toward the cost of the premium for the medical/hospitalization plan for individual coverage. Retirees who earned the early retirement incentive bonus prior to July 1, 2001, and chose family coverage, the Board will contribute $400 per month for family coverage. To be eligible for this benefit the retired employee must be at least 57 years of age and have provided at least 16 years of continuous service to the School District at the time of retirement. The District contribution shall be terminated when the employee reaches the age of Medicare eligibility. If a court of law or state or federal agency shall determine that Medicare eligibility language is unlawful, the employee shall receive the benefits in this paragraph for a period of seven (7) years after the employment. Retired employees will remain eligible, with all expenses paid by the employee, for group health insurance benefits. The cost of dependent coverage shall be borne by the retired employee with all premiums payable in advance. Such benefits shall apply to teachers retiring after the adoption of this Agreement, and shall not become retroactive.

Survivor Insurance of Retiree: The surviving spouse who was listed as a dependent of a retired employee shall be authorized to continue to participate in all of the group family health and dental until the spouse reaches Medicare eligibility in the event the retired employee becomes deceased. The entire cost of group insurance premium shall be borne by the survivor and paid in advance.

Subd. 5. Pre-tax Payments: Active employees shall be allowed to pay medical/hospitalization premiums through pre-tax payroll deduction. Beginning January 1, 1991, the pre-tax deductions will be extended to those payments that are authorized by law.

Section 3. Group Insurance Protection: The School District will pay the premium for the income protection insurance for all teachers working three-quarters time or more. The income protection plan shall include the following:

1. Disability benefits will accrue after an elimination period of 60 working days;
2. The monthly income benefit shall be 66-2/3% of basic monthly earnings, and thereafter;
3. Unused sick leave will be used, at the rate of 1/3 day of leave per day on income protection, to raise the benefits to full salary until such time as the individual's leave time becomes exhausted. Such leave time shall in no way reduce the benefits under this income protection program.

Section 4. Life Insurance:

Subd. 1. The School District agrees to provide a group life insurance policy of $50,000 for all teachers working three-quarters time or more. The District agrees to pay the entire premium for the life insurance protection.

Subd. 2. Supplemental Life Insurance: Employees may enroll on an annual basis for additional life insurance in increments of $10,000 to a maximum of $300,000 on a payroll deduction plan. Employees may apply for dependent life insurance coverage on a payroll deduction plan.

Section 5. Dental Insurance:

Subd. 1. Single Coverage: The School District will contribute for the 2021-2022 and 2022-2023 fiscal years and thereafter, a sum of $17.50 per month toward the cost of the premium for dental insurance for individual coverage for each teacher working three quarters time or more, who is employed by the District, and who qualifies for and is enrolled in the District dental plan. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction, effective one month after this Agreement is ratified.

Subd. 2. Family Coverage: The School District will contribute for the 2021-2022 and 2022-2023 fiscal years and thereafter, a sum of $30.50 per month toward the cost of the premium for dental insurance for family coverage for each teacher working three-quarters time or more, who is employed by the District, and who qualifies for and is enrolled in the District dental plan. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction, effective one month after this Agreement is ratified.

Section 6. Eligible Employees:

FTE status:	Amount of School Board Contribution:
Working ¾ time or more	100%
Working in a part-time position (As defined in Article V, Section 23)	100%
Working less than ¾ time, but ½ time or more	Pro-rata share
Working part-time (As defined in Article V, Section 24)	Pro-rata share
Working less than ½ time	Not eligible for insurance benefits

The contributions above are available for teachers provided they meet insurance company eligibility standards. The School District decision to grant or deny part-time status under Article V, Section 23 is not subject to the grievance procedure.

Section 7. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contributions: Except as otherwise provided in this Agreement, an employee is eligible for Board contribution as provided in this Article so long as the employee is employed by Independent School District #13.

Upon termination of employment, all Board participation and contribution to insurance shall cease, effective on the last day of the month termination of employment.

Section 9. Survivor Insurance: The surviving spouse or dependent of any deceased member of the teacher unit shall be authorized all of the group insurance benefits accruing to the employee at the time of his/her death for a period of thirty-six (36) months after the death of the employee. The cost of group insurance shall be paid by the survivor in advance and at the same rate paid by an active employee.

Section 10. Benefits for Disabled Teachers: All group insurance benefits shall be retained by teachers who become totally disabled while in the employ of the School District and whose absence has been caused by such disability. Costs to the employee so disabled shall remain the same as for active employees. All insurance benefits for disabled teachers shall cease at age 65.

Section 11. Benefits for Terminated Teachers: Any member of the teacher unit placed on unrequested leave, or whose position may have been otherwise terminated, shall be authorized to continue membership--for both teacher and dependents--in all group insurance programs outlined in this Article, provided that such teacher shall pay the full cost of such coverage to the Board. All coverage shall continue for eighteen (18) months or until re-employment, whichever shall be the shorter.

Article X
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A sick leave plan providing for a 12-day absence in any one year shall be granted, accumulative to a maximum of 155 days. ECFE, school readiness or parent educator teachers working 1,160 hours or more in any given school year (1.0 FTE) shall be granted 10 sick leave days each year. ECFE, school

readiness or parent educator teachers working less than 1,160 hours in any given school year shall be granted a pro-rata amount of sick leave hours. Sick leave days for ECFE teachers shall be recorded on an hourly basis.

The twelve (12) days shall be granted on the basis of a full year of service and shall be credited to the teacher the first day of each year. Teachers hired during the school year shall receive a pro-rata number of sick leave days, rounded to the highest full day, effective upon the first day of service.

Subd. 2. Teachers may utilize their allowance of sick leave when an absence is necessitated by inability to perform the duties of the position by reason of illness or disability or by necessity for medical, dental or chiropractic care. Routine medical, dental and chiropractic care shall be scheduled outside of the normal duty day.

Any employee may use accumulated personal sick leave benefits for absences due to an illness of the employee's family member for such reasonable periods as the employee's attendance with the family member is necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This sick family member care leave applies only to sick leave benefits payable to the employee from the sick leave benefits accumulated by the employee.

The District reserves the right to require a doctor's certification when such care is required and it also reserves the right to obtain periodic reports on the status of the family member's illness. This requirement is in effect following three (3) consecutive days of absence due to the illness.

Sick leave may be utilized for serious illness of a member of the immediate family for such periods as the absence shall be necessary, but not to exceed twelve (12) weeks per year. Additional days leave for such serious illness in the immediate family may be granted at the discretion of the Human Resources Director. For purposes of this Subdivision, the term "family member" shall be limited to spouse, domestic partner, as defined in Subdivision 6 of this Section, teacher's parents, spouse's parents, guardians, children, brothers, sisters, or wards of the teacher.

If the teacher does not have sufficient sick leave available to cover the requested leave, the uncovered portion of the leave may be taken without pay. The District will continue to make contributions to the teacher's medical insurance during the leave in the same amount that was made prior to the leave. However, if the employee separates employment prior to returning from the leave, the District has the right to recover the contributions that were made during the leave.

The District is not required to grant more than a total of twelve (12) weeks per year if both parental leave and personal/family sick leave are requested. If more than twelve (12) weeks are granted, the District will

not continue to make its contributions to the teacher's medical insurance beyond the first twelve (12) weeks.

Subd. 3. Upon termination of an employee's employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically canceled, except as otherwise provided in this Agreement.

Subd. 4. Emergency Leave: Two days emergency leave per year (non-accumulative) shall be granted when such request constitutes an emergency of such nature that a prudent teacher after having exercised reasonable effort and forethought must still be absent from work. Additional days leave for such emergencies may be granted at the discretion of the Human Resources Director. The salary in such cases will be paid in full, but the days granted will be deducted from sick leave accumulation.

Subd. 5. Personal Leave: Each teacher shall be credited with three days deducted from sick leave to be used for personal reasons. ECFE, school readiness or parent educator teachers working 1,160 hours in any given school year (1.0 FTE) or more shall be granted 3 personal leave days each year. ECFE, school readiness or parent educator teachers working less than 1,160 hours in any given school year shall be granted a pro-rata amount of personal leave hours. Personal leave days for ECFE teachers shall be recorded on an hourly basis. One day of Personal Leave, if accrued, shall be "carried over" to the immediately succeeding school year. At no may the combination of personal days and recognition days used in a single school year exceed five. All personal leave days must be submitted in advance on the online form to Human Resources for approval. The administration shall not be required to grant such leave on in-service days, or to more than five percent or two people in any school building, whichever is greater on any one day. Nor shall the Board be required to grant such leave between May 15 and the last day of the school year and during the first week of school in the fall; however, the Human Resources Director may authorize exceptions and shall make a decision within ten (10) working days of receipt of a leave request, when possible.

Subd. 6. Bereavement Leave: Use of sick leave also may be authorized in case of death of a spouse, domestic partner, teacher's parents or grandparents, the parents of a spouse or partner, guardians, children, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, nieces or nephews, or wards of the teacher, with such leave not to exceed five (5) days. A domestic partner is considered to be someone who shares a residence with a teacher and is not married to that person. The death of a domestic partner will be treated the same as that of a death of a spouse. The days will not be deducted from sick leave for those employees who qualify for severance

In the case of death of other relatives or close personal friends, one day of leave per year to be deducted from sick leave shall be authorized; but the administration shall not be required to grant such leave to more

than five (5) percent or three (3) people of any school building, whichever is greater, on any one day. Preference in such cases shall be given to those teachers making the earliest request.

Subd. 7. No payment of sick leave will be made while a teacher is on any leave of absence granted under other sections of this Article unless specifically stated. Furthermore, should the use of sick leave under this section exceed ten (10) consecutive teaching days, the District reserves the right to have the teacher examined by a physician of the District's choice provided the District pays the cost of the examination. Should the teacher's doctor and the District's doctor not agree on the condition of the teacher with respect to the resumption of the work assignment, they shall choose a third doctor at the Board's expense, to make a final recommendation on the teacher's condition with respect to returning to work.

Subd. 8. Emergency School Closing Day: In the event of an emergency school closing day, leaves previously approved for this day under Article X, Section 1, shall not be debited from the employee's leave accrual, provided students are not in attendance on the closing day and the day is not scheduled for staff development or other district required duties.

Section 2. Sick Leave Pool:

Subd. 1. Introduction: To qualify for access to the sick leave pool, the following requirements must be satisfied.

1) A teacher must have exhausted all of his/her sick leave;
2) For all teachers the sick leave must have been used for a major illness that has been diagnosed by a medical doctor;
3) For all teachers, the illness for which the sick leave pool is needed must be a serious and recurring illness causing sporadic, frequent absences over an extended period of time; and
4) The illness must be substantiated in writing by the teacher's doctor, or by a doctor selected by the school district at the district's expense, if a second opinion is required by the district.

Subd. 2. Funding: The sick leave safety net provision shall be funded in the following manner:

1) The base for the current school year shall be the remaining days from the previous school year.
2) The sick leave pool shall be increased each year by a total of 50% of those days surrendered each year by teachers reaching the maximum prescribed in Section 1 of this Article.
3) Teachers may donate up to two (2) days per year to the sick leave pool one time during the school year, provided the donor has at least sixty (60) sick leave days remaining for the donor's use after the donation. The donated sick leave days are not returnable to the donor.
4) A maximum of 300 days may be accumulated for the purposes of the sick leave pool.

5) Tenured teachers may donate 20% of remaining sick leave to the sick leave pool upon separation from employment with the School District provided the teacher notifies Human Resources of the intent to make such a donation.

Subd. 3. Eligibility: A teacher is eligible to use the sick leave safety net provision under the following conditions:

1) He/she must have exhausted his/her own sick leave accumulation and reserved sick leave bank.
2) Safety net days may only be used in instances of personal illness of the individual teacher.
3) Application for the provision must be in writing accompanied by verification by a teacher's physician that the teacher continues to be unable to return to work.

Subd. 4. Reserved Sick Leave Bank: For individual protection against long-term illness, a teacher who has accumulated the maximum number of sick leave days may continue to accumulate at the rate of 50% of the year's allowance, rounded to the nearest day, which will be put into a reserved individual sick leave bank. Days in this bank may only be used by the teacher when all other accumulated sick leave has been exhausted and when the criteria for the group "safety net" plan have been met. The individual reserve must be used before any group safety net provisions can be applied for. However, the waiting period criteria may be waived. Days accumulated under this "reserved bank" provision will not be included in the early retirement pay provisions except as otherwise provided for in Article XII.

Subd. 5. Administration: Sick leave safety net and reserved bank provision shall be administered by the Human Resources Director or his/her designee. A committee of five Local #710 members shall meet with the Human Resources Director at least once during each semester to review the status of the provisions. Benefits under the sick leave safety net provision terminate when the individual qualifies for benefits under long-term disability, Teacher Retirement Association plans, or Social Security.

Section 3. Sabbatical Leave: To be eligible for sabbatical leave an individual must have taught for seven (7) consecutive years in the Columbia Heights Public Schools and must meet the following requirements:

Subd. 1. Staff members with less than a Master's degree must have been accepted in a graduate school and must submit for approval a tentative program leading to an advanced degree.

Subd. 2. Staff members with a Master's degree or training beyond the Master's degree may be granted a sabbatical leave only when recommended by the administration.

Subd. 3. Sabbatical leave for study shall be limited to individuals centering their study in their area of major concentration, and shall not be used for retraining in a new area unless at the request of the

administration. Individuals wishing to retrain in a new area should submit a proposal to the Human Resources Director identifying how the retraining could benefit the District and how it relates to District goals. The proposed program of graduate study or the proposed retraining plan must be approved in advance by the Human Resources Director.

Subd. 4. To earn one year of salary credit or its pro-rated amount, (i.e., 60% or 80% annual salary), the recipient must complete a minimum of 36 quarter credits of graduate credits of work or the amount pro-rated according to the provisions of Subd. 5. If fewer than 36 graduate credits are completed during the leave period, the salary paid shall be pro-rated accordingly. In the case of a retraining plan that is not based on graduate credit and/or full-time status, the salary paid shall be pro-rated and be determined in advance of the leave.

Subd. 5. The number of teachers on sabbatical leave shall be limited in number in a given year to the equivalent of two full-time teachers, with no more than four persons being granted a sabbatical leave and no more than two of the four being on leave at the same time. If the number of requests exceeds the limitation, priority shall be given on the basis of contribution to the school system, length of service and equitable distribution of leave among the various departments of school service.

Subd. 6. Teachers on sabbatical leave may choose from two salary options: 60% of his/her salary for the year on sabbatical leave and 100% thereafter; or 80% of his/her salary for the year on sabbatical leave and 100% minus 20% of the salary for the year on sabbatical leave for the first year after returning. The allowance granted to a teacher on sabbatical leave shall be based on up to eighty percent of the contract salary of the individual depending upon the option chosen for the school year during which the leave takes place. For periods of less than one year, the allowance shall be pro-rated. In those instances where the teacher will receive additional compensation during sabbatical leave, the Board's contribution shall be reduced by whatever amount the teacher's total income exceeds his/her normal base salary in the District. This subdivision applies only to those leaves granted after the adoption of this Agreement.

Subd. 7. A teacher who is granted sabbatical leave shall enter into a written agreement to return to active service in Independent School District #13 for a period of two years after the expiration of such leave. If the teacher's service is discontinued, for any reason other than the individual's incapacity to teach, before the expiration of the two years, he/she shall pay back to the School District the pro-rata part of the sabbatical allowance that the unfilled portion of the two subsequent years' service bears to the full two years.

Subd. 8. Upon expiration of the sabbatical leave, the teacher shall return to the position he/she occupied prior to the leave, or to a similar position for which he/she is qualified. He/she shall not, however, receive any service credit on the salary schedule for the leave period.

Subd. 9. Salary shall be paid in the usual manner.

Subd. 10. Employee portion of all group insurance will be kept in force at School District expense for the duration of sabbatical leave.

Subd. 11. Application for sabbatical leave should be in the office of the Human Resources Director not later than April 1 so that successful applicants can be notified by May 1.

Section 4. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act, and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portion of sick leave days which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and who elects to receive sick leave pay pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Subd. 6. A teacher's absence due to physical injury as a result of assault by a student, while performing school business in a professional manner according to best practices, shall not be charged against the teacher's sick leave days for the first three days of absence caused by such assault. If the teacher's absence under this section is covered by workers' compensation benefits, the teacher shall only be paid by the School District to the extent workers' compensation does not fully compensate the teacher. To be eligible under this section, the teacher must complete procedures for Workers' Compensation

Insurance. For purposes of this section, assault shall mean bodily harm as defined in Minn. Stat. §609.02, Subd. 7.

Section 5. Parental Leave:

Subd. 1. A teacher shall be afforded a parental leave of absence providing he/she follows procedures outlined in this section. For the purpose of this Agreement, parental leave will be defined as leave of absence for pregnancy, the birth of a child, the care of a newborn child (or a combination of all three), or the placement of a child with the teacher for adoption or foster care.

Subd. 2. The teacher who is applying for this leave shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this section.

Subd. 3. A teacher wishing to use parental leave should notify the Human Resources Director in writing not later than thirty (30) calendar days prior to the doctor's estimated date of delivery or thirty (30) calendar days prior to the date the teacher wishes to commence the leave or by July 15, whichever is earlier. Where applicable, the teacher shall provide a physician's statement indicating the estimated date of delivery of the child. In cases of adoption or foster care, or in other circumstances where a thirty-day notice cannot be provided, an employee must provide as much notice as possible.

Subd. 4. A teacher requesting a parental leave shall submit a written request to the Human Resources Director, including commencement date and estimated return date, with such dates in accordance with other provisions of Subd. 3. If a teacher so elects, a written resignation may be tendered. A teacher contemplating an adoption or foster care shall notify the Human Resources Director of plans to do so in accordance with the time frame found in Subd. 3 of this section and shall give at least five (5) days notice before actually commencing the leave.

Subd. 5. The effective beginning date of such leave or the resignation of the teacher, if the teacher so elects, shall be submitted by the Human Resources Director to the School Board for its action.

Subd. 6. The Board shall not, in any event, be required to grant any more leave than the beginning of the next semester following twelve (12) teaching months from commencement of the leave. If the original, agreed-upon return date is less than the maximum allowed, the leave may be extended by mutual agreement of the teacher and the Human Resources Director.

Subd. 7. If the teacher complies with all provisions of this section, a parental leave shall be granted by the Board, and the Board shall notify the teacher in writing of its action.

Subd. 8. If the leave is for the purpose of the birth of a child, the teacher may use available sick leave for up to six weeks. Should medical complications result in a longer period of illness, additional accrued sick benefits may be applied toward the leave. Medical documentation may be requested, should more than six weeks of sick leave be requested for childbearing purposes.

Subd. 9. Each teacher returning from a parental leave shall be re-employed in a position for which he/she is qualified, commensurate with a position occupied prior to the leave, subject to the following conditions:

1. The position has not been abolished, subject to the provisions of this Agreement.
2. He/she is not physically or mentally disabled from performing the duties of such position.

Subd. 10. Failure of the teacher to return pursuant to the date determined in this section shall constitute grounds for termination in the District.

Subd. 11. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on parental leave shall not be counted in determining the completion of the probationary period.

Subd. 12. A teacher who returns from parental leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional increment credit or leave time during the period of absences for parental leave but shall accrue time for the purposes of seniority.

Subd. 13. The District will continue to pay its share of the contributions to the teacher's medical coverage during the parental leave in the same amount that was made prior to the leave, but not to exceed a period of twelve (12) weeks. Should the teacher elect to participate in non-medical group insurance during the first twelve weeks of the leave, or either medical or non-medical group insurance following the first twelve (12) weeks of the leave, it will be at the teacher's expense. If an employee separates employment prior to returning from the leave, the District has the right to recover any contributions to medical insurance that it paid during the leave.

Subd. 14. The parties further agree that any parental leave of absence granted under this section shall be a leave without pay except during the period in which sick leave may be applied, as described in Subd. 8. Nothing in this section may be construed to mean that a teacher must take parental leave.

Subd. 15. A pregnant teacher may use sick leave for those days in which she is ill due to pregnancy or childbearing. However, if a parental leave is to begin after the childbearing, the beginning date of that leave must be at the earliest date the physical condition of the teacher would have allowed her to assume her teaching responsibilities. Nothing in this section shall prevent the granting of a request to start a parental leave prior to the birth of a child, but when such a request is granted the stipulation of Article X, Section 1, Subd. 6, shall apply.

Section 6. Military Leave: Military leave shall be granted pursuant to applicable State and Federal laws.

Section 7. Public Office: Any teacher elected or appointed to a public office will be afforded a leave of absence for that part of each year that the duties of the office will require his/her absence from his/her job, and for as many terms as he/she serves. He/she will receive no benefits, with the exception that those years in office will count as years of service for seniority purposes, and he/she shall retain the right to remain in insurance programs during periods of absence, at his/her own expense, providing the teacher meets insurance company standards.

Section 8. Professional Leave: Unpaid professional leave, may be granted at the discretion of the Superintendent.

Section 9. Extended Medical Leave:

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit shall, upon request and with Board approval, be granted a medical leave of absence without pay for the remainder of the school year from the approval date. After review of the specific conditions, the District may renew such leave for a period of one more school year.

Subd. 2. A request for leave of absence or renewal under this section shall be accompanied by a written statement from a doctor outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities. The employee requesting medical leave shall, if the Board desire, submit to an examination by a physician(s) selected by the Board at Board expense prior to the granting of the medical leave.

Subd. 3. An employee who fails to comply with the provisions of this section may be terminated pursuant to M.S. 122A.40.

Section 10. Statutory Extended Leave of Absence: An unpaid leave of absence for at least three years, but no more than five years, shall be granted by the Board as provided in Minn. Stat. § 122A.46.

Subd. 1. The teacher shall have been employed on a full-time basis or pro-rata equivalent by the District for at least five years, but have fewer than thirty-five (35) total years of teaching experience.

Subd. 2. The leave may be granted more than once at the discretion of the Board.

Subd. 3. The teacher on such leave shall be reinstated to a position for which he/she may be licensed at the beginning of the first school year after the leave ends, provided that the teacher has not been placed on unrequested leave, has not been terminated under the provisions of M.S. 122A.40, and has notified the Board in writing of his/her intent to return prior to February 1 of the year prior to the date of return.

Subd. 4. The teacher on such leave shall retain seniority and continuing contract rights in the District as though he/she had been teaching in the District during the period of the leave.

Subd. 5. The teacher shall not receive credit on the salary schedule for the years spent on enrichment leave under this section, nor shall any credits earned during this period apply to his/her salary for a period equal to the time of the leave of absence and then only if credits are in compliance with Article XI, Section 3 of this Agreement.

Subd. 6. No leave or insurance benefits will be provided by the Board during the leave, although the teacher may remain in the group medical-hospitalization plan at his/her expense if no other employment is held and the person remains eligible. All premiums for this insurance shall be payable monthly in advance.

Subd. 7. The leave may not be attached to nor precede any other leave authorized under this Article, except that it may precede those leaves provided for under Section 4, 8 and 9 of this Article.

Subd. 8. This leave will be limited to 6% of the teaching staff except that the District, at its sole discretion and not subject to the grievance procedure, may extend that number.

Subd. 9. Teachers who at the time of application request at least three (3) years, but no more than five (5) years, may continue to receive credit toward their retirement by purchasing service credit through TRA. Any purchase of service credit from TRA shall be the sole responsibility of the individual teacher and no financial obligation shall accrue to the District. Teachers granted a request for leave pursuant to this section and who decide to terminate the leave prior to the date in the original request, must notify the District in writing of the intent to return no later than February 1 of the year prior to the date of return.

Subd. 10. It shall be agreed by any individual granted an unpaid extended leave of absence under this Section that he/she will not file for any unemployment compensation benefits chargeable to the District.

Section 11. Leave for Jury Duty: A member of the teacher unit, when required to report for jury duty by any of the judicial subdivisions of the State of Minnesota or of these United States, shall be granted a leave of absence by the Board for that purpose and for those days when the juror is required to be present. The teacher shall receive all pay and other benefits that would have accrued had he/she been teaching during the period of absence for jury duty, but the teacher shall endorse to the District all per diem amounts received for such duty, excluding those amounts intended to cover actual expenses of the juror.

Section 12. Court Leave: The School District shall grant, without loss of pay and/or benefits, leave to any teacher who is forced to be present at court because of an incident or incidents arising out of the performance of the teacher's regular duties. Such leave shall be granted for court appearances and pre-trial incarceration. Pursuant to Minn. Stat. § 123B.25, the District shall provide legal counsel for any teacher against whom a claim is made or action is brought for recovery of damages. Upon mutual agreement of the District and the teacher, the teacher may select his/her private counsel and share such expense equally with the School District. Should the court, or in case of appeal to an appellate court, rule against the teacher, the salary for the days on court leave may be deducted from the personal leave days described in this Article, or if such leave days have been depleted, may be deducted from the teacher's total salary.

Section 13. Religious Holiday Leave: Up to two days paid leave per year shall be granted for a religious holiday, to be observed by the employee applying for the leave, and to be deducted from the employee's accumulated sick leave. Instead of deducting religious holiday leave from accumulated sick leave, the employee may apply for the use of compensatory time to work on a non-duty day designated by the Superintendent or designee. Such compensatory time must be approved in advance of the religious holiday leave by the Superintendent or designee.

Section 14. Unpaid Leaves: Up to three (3) percent of the staff covered by the School Board/Teacher Master Agreement may request an unpaid leave not to exceed five (5) consecutive contract days. The unpaid leave is subject to the following conditions and may be granted at the sole discretion of the school district.

1) Application for the leave will be made ten (10) days or more before the leave is to begin. In the event of an emergency, fewer days may be allowed providing a substitute is available;

2) The leave will be for one (1) to five (5) contract days and all days taken must be consecutive with no more than two people gone on leave at any one time;

3) No salary will be paid for the days missed;

4) A qualified substitute is available;

5) The leave has not been granted to the individual during the previous year, except in cases of unpaid leave used for the purpose of religious observances;

6) The individual is within the three percent limit described above, although that limit may be exceeded if there is mutual agreement by the Superintendent and Local #710.

Section 15. Inclusions: Those substitute teachers defined as members of the bargaining unit under Article III, Section 2 shall be entitled to accumulate sick leave in the following manner. At the time the substitute teacher has taught for 31 consecutive days in the same position, he/she will have earned one sick leave day. For each additional 21 consecutive contract days in that same position, an additional day of sick leave will be earned. No other provisions of this Article shall be applicable to substitute teachers.

Section 16. Notification of Return from Leaves: Teachers who are on a leave of absence as provided for in Sections 5, 7, 9 and 10 of this Article shall notify the School District in writing by February 1 prior to the new school year of their intent to return or not return. Teachers who are on unrequested leaves shall notify the School District in writing by February 1 prior to the new school year of their intent to return or not return. Failure to do so will relieve the District of any contractual obligations.

The District shall inform all teachers of the provisions of this Section prior to their taking any of the applicable leaves. This requirement notwithstanding, responsibility remains with the individual teacher for timely notification of intent to return or not return from leave.

Section 17. Recognition Program: The Teacher Recognition Program is established to acknowledge the extraordinary time spent on activities that are beyond the usual and customary expectations of the teaching profession, and further, to encourage teacher participation in those activities. The program is recognition of the extra effort by teachers, which contributes to the quality of education in District 13.

a) **Activity Criteria:**

1) An eligible activity must require at least 10 hours of participation.
2) No activity for which compensation is provided, or, with the exception of an activity conducted in lieu of a preparation period, which is conducted during a teacher's "basic workday", shall be considered an eligible activity.

b) **Eligible Activities:** Eligible activities which qualify a teacher for recognition time include, but are not limited to, (1) building, District and inter-district committees (when the teacher officially represents the District), (2) voluntary participation in experimental program, (3) special programs and activities for

students, (4) additional activities may qualify a teacher for recognition time if such activities are approved by the administrator.

c) **Administration of the Program:**

1) The program will be administered by the principal(s) of the building(s) in which the teacher works. Pre-approval for eligibility of an activity needs to be obtained by the teacher from the principal.

2) Verification of successful teacher participation in the approved activity and entitlement to the recognition day will be made in writing by the administrator in charge of the activity with a copy sent to the teacher involved and the appropriate building principal.

3) The right to use recognition time will be granted by the principal after the eligible activity is completed. A teacher may earn only one recognition day per school year. A recognition day earned prior to March 1 of any school year must be used during that school year or "carried over" to the following school year. A recognition day earned on or after March and prior to the end of any school year must be used during the following school year.

4) Application for the use of the recognition day must be made in writing through the building principal. Recognition time must be taken in full-day increments and is subject to the same restrictions as those placed on the use of "personal leave."

5) A teacher may appeal the principal's decision related to the approved activity to the building Professional Growth Committee. The committee shall be the arbitrator in all such appeals.

6) The Board shall not be required to grant recognition time between May 15 and the last day of school; however, the Human Resources Director may authorize exceptions.

Article XI
RATES OF PAY

Local #710 and Board recognize the benefit and necessity of professional development, both pedagogical and subject field. The parties also agree that it is the professional responsibility of each individual teacher to maintain currency and growth in his/her field of licensure.

Section 1. 2021-2022 Rates of Pay: Wages and salaries reflected in Schedules A and B, attached hereto, shall be effective only for the 2021-2022 school year, and teachers shall advance only one increment on the salary schedule.

Section 2. 2022-2023 Rates of Pay: Wages and salaries reflected in Schedules C and D, attached hereto, shall be effective only for the 2022-2023 school year, and teachers shall advance only one increment on the salary schedule.

Section 3. Status of Salary Schedules: The salary schedules are not to be construed as part of a teacher's continuing contract.

Section 4. Advanced Training Policy: The training level of a teacher as of September 1 will determine the salary for the first semester (13 teacher pay periods) and as of the end of the District's first semester will determine the salary for the second semester (13 teacher pay periods). The teacher with sufficient credits or other acceptable experiences to advance on the salary schedule shall file application with the Human Resources Director by September 1 or the end of the District's first semester and submit proof of completion, in the form of an official transcript or, at the discretion of the Superintendent, an official letter from the registrar's office, to the Director of Human Resources prior to October 1 or February 15, whichever may be applicable. Late applications shall be considered for salary adjustment at the next semester interval.

Subd. 1. Salary Lanes: The following salary lanes shall qualify for advancement on the salary schedule: Bachelor's + 15, Bachelor's + 30, Bachelor's + 45, Bachelor's + 60, Master's, Master's + 15, Master's + 30, Master's + 45, Master's + 60/Specialist. Teachers with a doctoral degree shall receive an additional stipend above the step on the Specialist lane. Teachers who were placed on the Specialist/MA+60 or MA lane as a result of the provisions of previous agreements shall retain those placements. One semester credit equals one and a half quarter credits. The Salary Schedule will be based on quarter credits.

Subd. 2. Prior Approval: All advanced training taken under this section shall require approval from the Human Resources Director. Only decisions concerning experiences for which prior approval was requested shall be eligible for the appeal process described in this subdivision.

A Career and Salary Governance Committee composed of three teachers appointed by Local #710 and three administrators appointed by the Human Resources Director shall review any appeals from teachers who are denied prior approval and review any courses that are exceptions to the "in field" and "in program" requirements. In the event the committee cannot resolve the appeal by a majority vote, the appeal may be carried to the School Board through the grievance procedure. No appeal may be carried beyond Level III.

Subd. 3. Advancement--Bachelor's to Master's Lane: Credits taken to advance from the Bachelor's to the Bachelor's + 15 lane should be related to the teacher's field, to the improvement of instruction, or to the field of education in general. To advance to any lane from the Bachelor's + 15 lane to the Master's

degree lane, the teacher shall have been admitted to an "in field" graduate program which shall have courses approved by the teacher's major advisor and the School District's Assistance Superintendent and which shall have fifty percent or more of the program credits in the teacher's licensed discipline. The remaining credits shall be in the field of professional education defined as: educational psychology, educational curriculum and/or instruction, secondary education, middle school education, elementary education, gifted education, guidance, computers and child development. Subject to pre-approval from the Assistant Superintendent, teachers may advance to any lane from the Bachelor's +15 to Bachelor's +60 for credits taken and awarded for certain licensures or certifications required by the State of Minnesota, such as Gifted and Talented, Technology or Reading certifications, provided such licensures or certifications are germane to the teacher's assignment or licensed discipline.

Subd. 4. Advancement Beyond the Master's Lane: Credits taken to advance from the Master's to Master's + 15 lane should be related to the teacher's field, to the improvement of instruction, or to the field of education in general. To advance beyond the Master's + 15 lane, the additional credits shall be graduate credits, and to be approved for salary lane changes, the credits must be in the teacher's licensed discipline(s), or in the field of professional instruction, secondary education, middle school education, elementary education, gifted education, guidance, computers and child development. However, at least one-third of the credits must be in the teacher's licensed discipline. Exceptions to these guidelines, including the "graduate level" guideline, may be approved by the Human Resources Director provided that the Career and Salary Governance Committee determines the exception is desirable in providing a needed and better education to the students of Independent School District #13 and recommends the exception to the Superintendent. In the event the Human Resources Director does not agree with the committee recommendations for the exception, the request for the exception may be appealed to the Superintendent and, if still not in agreement, to the School Board for final determination.

Subd. 5. Other Acceptable Educational Experience: The Human Resources Director may approve advanced placement teachers on the salary schedule for organized classroom educational experiences obtained in other than the college and university graduate school program provided that the Career and Salary Governance Committee determines the learning experience is desirable in providing needed and better education to the Independent School District #13 students and recommends the exception to the Superintendent. In the event the Human Resources Director does not agree with the committee recommendations for the exception, the request for an exception may be appealed to the Superintendent and, if still not in agreement, to the School Board for final determination.

Subd. 6. Any grievance filed as related to Subd. 2-5 of this section shall be carried no further than Level III of the grievance procedure, where the decision of the Board will be final and binding.

Subd. 7. Definition: Academic field of Licensure (in field): Shall, in the elementary schools, be defined as any subject contained in the District elementary curriculum.

Subd. 8. National Board Certification: Effective July 1, 2003, teachers who are awarded National Board Certification shall receive a $1,200 annual stipend at the end of each school year they remain certified. Teachers shall provide evidence of National Board Certification to the Superintendent on an annual basis.

Subd. 9. Career Recognition: Effective July 1, 2019, a teacher who is on Step 17 and who has at least twenty (20) years of experience teaching at the School District shall be paid $2,000 each year as recognition for service to the School District, payable over twenty-six (26) pay periods. The payment shall begin in the teacher's twenty-first year of employment with the School District and only after the teacher has worked one entire year while on Step 17.

Subd. 10. ECFE and Pre-K Teachers Career Recognition: Effective July 1, 2013, ECFE or Pre-K teachers who are on Step 7 and who have at least eight (8) years of continuous experience teaching at the School District shall be paid $700 each year as recognition for service to the School District, payable over twenty-six (26) pay periods. The payment shall begin in the teacher's ninth year of employment with the School District.

Section 5. Prior Experience: Upon employment, teachers with experience in other public school systems, shall receive full credit for each year of experience up to a maximum of ten (10) years. For teachers whose first day of work in the School District is on or after July 1, 2012, a teacher with experience in authorized charter schools, private or parochial schools, or schools accredited by the North Central Association, may receive full credit for each year of experience up to a maximum of ten (10) years, at the Superintendent's discretion, which shall not be unreasonably withheld. All teachers must have taught .75 FTE or more days of the school year in one assignment to receive credit on the salary schedule for that year under this Section.

For teachers with generalist social work experience or clinical experience whose first day of employment with the School District is on or after July 1, 2021, the teacher may be credited up to ten (10) years for prior generalist social work experience or clinical experience. Determination of the amount of credit given for prior experience is at the sole discretion of the district. Generalist social worker experience or clinical experience must be .75 FTE or more days of the year in one assignment to receive credit on the salary schedule for that year under this section.

The Board, at its discretion, may grant credit beyond the maximum. In order to receive past teaching credit, experience must have been obtained within the past ten years.

Section 6. Additional Period Assignment: An additional period assignment taught during the assigned contract hours shall be paid at the pro-rata rate of that teacher's annual pay.

Section 7. Combination Room Assignment: Teachers of combination rooms in elementary schools shall receive $2,000 extra compensation annually. For the purpose of this section, a combination room shall be that room designated by the administration as a combination room and in which the teacher has pupils of two grade levels and for which the teacher must take the basic record keeping and planning responsibilities. A combination room does not include multi-age groupings.

Section 8. Multi-level course Assignment: A teacher of a multi-level course at the secondary level shall receive $600 for each term the employee teaches a multi-level course. For the purpose of this section, a multi-level course shall be defined as two sequential courses taught in a single class period in which the teacher has pupils of two courses and for which the teacher must take the basic record keeping, preparation, presentation, and evaluation responsibilities. Basic skills, special education and physical education shall not be included in the definition of a multi-level course assignment. The Superintendent shall determine whether a course is a multi-level course assignment.

Section 9. Multi-course Assignment: A teacher of a multi-course assignment at the secondary level shall receive $2,000 for each term the employee teaches a multi-course assignment. For the purpose of this section, a multi-level course shall be defined as two separate courses taught within a single class period in which the teacher has pupils of two courses and for which the teacher must take the basic record keeping, preparation, presentation, and evaluation responsibilities. Basic skills, special education and physical education shall not be included in the definition of a multi-course assignment. The Superintendent shall determine whether a course is a multi-course assignment.

Section 10. School Psychologists and School Media Specialists: Elementary and secondary school media specialists will work five (5) days beyond the contracted calendar. the compensation shall be 1.025 x appropriate placement on salary schedules.

School Psychologists will work ten (10) days beyond the contracted calendar. The compensation shall be 1.05 x appropriate placement on salary schedule. (School Psychologists working in the position prior to July 1, 1989 shall be compensated at a rate of 1.075).

Section 11. Ongoing Stipends:

Subd. 1. Any employee who attains the following shall be paid $1,200 each year: National Board for Professional Teaching Standards, Ph.D., Ed. D. or Ed. Specialist, not reflected on the salary schedule, and in a field of study germane to the teaching assignment.

Subd. 2. Any employee who attains, maintains and utilizes any of the following certifications or licenses, required for the teacher's job assignment, shall be paid $1,200 per year:

1. Nationally Certified School Psychologist
2. Licensed Independent Clinical Social Worker
3. Nationally Certified Occupational Therapist
4. Certificate of Clinical Competence (CCC) – American Speech/ Language Hearing Association

An employee may qualify for payment of stipends under both Subdivision 1 and Subdivision 2.

Section 12. Payments:

Subd. 1. Salary: The annual salary shall be paid in twenty-six payments, subject to deductions under the law and Minnesota Teachers Retirement Association and other authorized deductions, and the first payment shall be payable on the first District payday in September. A District payday shall be defined as every other Wednesday.

Subd. 2. Compensation for services under Schedules B and D: Compensation of service assignments under Schedules B and D shall be paid on the regular payroll schedule only if a services contract is signed by the Employee, the Employee's assigned Principal and the Superintendent.

Section 13. Less Than Full-time Instruction: All part-time regular teachers shall receive sick leave and preparation time on a pro-rata basis. Should a part-time or hourly employee become a full-time regularly contracted employee, the accumulated sick leave will be converted to full day equivalency based on the regular teacher contract day.

Section 14. Doubled Classes: In the event that a substitute teacher is not available for a class and a regular teacher must be in charge of two classes at one time, that regular teacher will receive an additional stipend equal to that which is provided in the schedule for preparation hour teaching.

Section 15. Substitute Teachers: Substitute teachers who meet the definition of teacher in Article III, Section 2 shall be paid commencing on the 31st day of employment for the same teacher a daily rate of $130.00 per day unless changed as the result of School Board action. After 31 days of employment under this section, the substitute teacher shall have accumulated one paid sick leave day. For each additional 21 consecutive days taught under this section, one additional paid day of sick leave shall be earned. Employees in this classification are not eligible for any fringe benefit programs.

Section 16. Unfilled substitute positions: In the event that a substitute teacher is not available for a class and the students are placed into other elementary teacher classrooms, those teachers will be compensated at the rate of $150 per day divided by the number of elementary teachers absorbing the students. This section

shall not apply to teachers of English Language Learners, Special Education teachers or teachers funded through state or federal grants.

ARTICLE XII
EARLY RETIREMENT

Section 1. Any teacher employed by the School District who had reached age 40 as of June 30, 1999, and who has completed at least 16 FTE years of service, and who is at least 55 years of age shall be eligible for early retirement pursuant to the provisions of this Article, providing that a resignation and a request for early retirement are submitted by March 1 of the teacher's last school year with the District.

Section 2. Employees serving on an acting incumbent basis, sabbatical leave, or any other type of leave shall not accrue any credit toward early retirement pay while on any such leave. All credit for service that is less than full-time and which is eligible to apply toward early retirement pay shall be pro-rated.

Section 3. Upon early retirement, teachers otherwise eligible under this Article shall receive, as early retirement pay, an amount representing his/her daily rate of pay for each remaining day of unused accumulated sick leave, to a maximum of 140 days. If eligible teacher has not accumulated 140 days of unused sick leave upon the date of retirement, this teacher could draw up to 60 days of unused sick leave from his/her reserved individual sick leave bank pursuant to Article X, Section 2, Subd.4. Teachers who have accessed the group sick leave pool would not be able to access the reserved individual sick leave bank for early retirement compensation. In any event, the total amount of early retirement compensation shall not exceed 140 days times the eligible teacher's daily rate of pay.

Section 4: For individual protection against long-term illness, a teacher who has accumulated the maximum number of sick leave days may continue to accumulate sick leave days at the rate of 50% of the year's allowance, rounded to the nearest day, which will be put into a reserved individual sick leave bank. Days in this bank can be used for illness only when all other accumulated sick leave is exhausted and when the criteria for the group "safety net" plan has been met. The individual reserve must be used before any group safety net provisions can be applied for. However, the waiting period criteria may be waived. Days accumulated under this 'reserved bank" provision will not be included in the early retirement pay provisions except as otherwise provided for in ARTICLE XII, Sections I, 2 and 3.

Section 5. The daily rate shall be calculated at 1/186th of the annual salary for early retirement.

Section 6. This Article shall not apply to any employee who is discharged for just cause.

Section 7. Financing: Teachers who are eligible for severance pay based on unused sick leave who have single insurance with the School District during their last year of employment shall have severance paid out 50% into a Health Care Savings Plan and 50% into a Special Pay Deferral Plan in five equal installments spread over five years. Teachers who have family insurance shall have their severance pay deposited into a

Health Care Savings Plan in five equal installments spread over five years. Teachers who do not have insurance with the School District shall have their severance pay deposited into a Special Pay Deferral Plan in five equal installments spread over five years. The retirement benefits described above are in effect for each group of teachers who retire after December 9, 2004 and such teachers shall no longer have the option to declare an allocation of severance pay based on majority vote or the previous School District allocation method. There shall be no limit placed upon the number of teachers taking this early retirement under the provisions of this section.

Section 8. In addition, employees who have reached the age of 57 and elect early retirement shall be eligible to receive all of the group health and hospitalization benefits as per the provisions of Article IX, Section 2, Subd. 3. Retired employees will remain eligible, with all expenses paid by the employee, for group health insurance benefits between age sixty-five (65) and eligibility for Medicare benefits. The cost of dependent coverage shall be borne by the retired employee, with all premiums payable in advance.

Subd. 1. Employees who have reached the age of 55 and elect early retirement shall be eligible to receive all of the group dental benefits, providing the retired employee pays the full cost, with premiums payable in advance.

Subd. 2. Retired teachers may continue their group life insurance for 18 months at their own expense, and may then convert to a whole life policy in $10,000 increments as prescribed in the terms of the group policy. The provisions of this subdivision are subject to change in compliance with state and federal law.

Section 9. Any earned early retirement, in case of his/her death, shall be paid to the deceased's estate in one lump sum.

Section 10. This Article shall apply only to employees who retire after July 1, 1989 and shall not be retroactive to any employee who retired prior to that date.

ARTICLE XIII
403(b) DEFERRED COMPENSATION

Employees may participate in an Employer 403(b) Compensation Plan as outlined below:

Section 1. Eligibility:
All references to employee age for the purpose of eligibility in Matching Deferred Compensation Plan 403(b) will be the employee's age as of June 30, 1999.

Subd. 1. Employees employed for the 1998-1999 school year and age 40 as of June 30, 1999, are not eligible for the Matching Deferred Compensation Plan 403(b).

Subd. 2. Employees who have not reached age 40 as of June 30, 1999, shall be eligible to participate in the Matching Deferred Compensation Plan 403(b) and upon satisfying the criteria in Article XII, Section 1, will be eligible for health and hospitalization benefits identified in Article XII, Section 8. Such employees will not be eligible for any other early retirement benefits described in Article XII.

Subd. 3. Effective July 1, 2007, employees with five or more years of teaching experience in ISD #13 or employees with two or more years of experience in ISD #13 who have achieved tenure in another Minnesota school district, are eligible for an employer matching contribution as provided in this Article. Effective July 1, 2008, employees who have achieved tenure in ISD #13 are eligible for an employer matching contribution as provided in this Article.

Section 2. Compensation:

Subd. 1. Employees who are eligible for the early retirement provisions contained in Article XII are not eligible for an employer match contribution.

Subd. 2. Effective July 1, 2008, employees who have been granted tenure in ISD #13 are eligible for an employer matching contribution.

Subd. 3. Effective July 1, 2019, employees who have been granted tenure in ISD #13 with less than seven (7) years of service in the School District shall be eligible to receive a District matching contribution of $990 provided the employee makes a contribution equal to or greater than $990.

Subd. 4. Effective July 1, 2019, employees who have been granted tenure in ISD #13 and who have seven (7) or more, or more, but less than eleven (11) years of service in the School District, shall be eligible to receive a District matching contribution of up to $1,210, provided the employee makes a contribution equal or greater to $1,210.

Subd. 5. Effective July 1, 2019, employees who have been granted tenure in ISD #13 and who have eleven (11) or more years of service in the School District shall be eligible to receive a District matching contribution of up to $1,375 per year, in the same amount as the employee contribution.

Section 3. Sick Leave Conversion: Employees who have accumulated at least 80 days of sick leave as of July 1 may elect to receive a District contribution of $100 for each day of sick leave accumulated above the accumulated 80 days, in lieu of sick leave, up to a maximum of 10 days per year, or $1,000, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District under this Subdivision and subject to the following requirements. The employee shall submit a written request to the Director of Finance and Operations by June 15th for such matching funds, specifying the dollar amount of

the employee's contribution. The deduction from the employee's accumulated sick leave and sick leave conversion matching fund must be based upon the sick leave accumulation available on July 1 following the employee's 403(b) conversion election made by June 15th in the immediately preceding fiscal year. The District matching contribution shall be through payroll starting the first pay day in September through December 31st of the year from which the sick leave is deducted.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "Grievance" shall mean an allegation by an employee in the bargaining unit or by Local #710 in a class action involving ten or more members that there has been to him/her/the members a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

In the case of a class action, a written copy of the grievance with the signatures of at least ten members will be given to the Superintendent. The names of the signatories will remain in the Superintendent's confidence and all record of their names will be destroyed when the grievance is resolved.

Section 2. Representatives: Either party may have representative assistance during any step of the procedure by any person or agent designated by such party, but the aggrieved person and such management designees as defined in Section 5 must be present when the grievance is heard at each level.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all week days in which school is in session as outlined in the school calendar.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Sunday or other non-duty day, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a non-duty day. The date of the act, event, or default shall be that date upon which the aggrieved party knew or should have known of the events or conditions on which it is based.

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) working days after the date of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to file any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the parties.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances, which may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time that is mutually agreeable to both parties to hear the grievance within fifteen (15) days after receipt of the appeal. All hearings shall be open to the public, but the hearing may be closed by request of either party. Within twenty (20) days after the meeting, the Board shall issue its decision in writing to the parties involved. At the option of the School Board, a sub-committee of the Board may be designated by the Board to hear the appeal at this level and issue its findings in the manner outlined above. The School Board or sub-committee shall render its decision in an open session of the Board.

Subd. 4. Initiation: A grievance shall be initiated at the lowest level of administration authorized to adjudicate the dispute. Nothing in this procedure shall be construed to limit such initiation at any appropriate level.

Subd. 5 Designees: The Board's designee at Level I shall be the building principal, at Level II shall be the Superintendent and/or designee, and at Level III shall be the Board or a sub-committee thereof.

Subd. 6. Denial of Grievance: Failure by the Board designees at Level I and II to issue a decision within the time periods provided shall constitute a denial of the grievance and the teacher may appeal it to the next level. All grievances and appeals submitted and all decisions rendered shall be recorded in the official minutes of the Board. Three copies of the appropriate minutes shall be furnished, without charge, to the parties involved in the dispute.

Section 6. Board Grievances: In the event that the Board functions as a grievant under this procedure, such grievance shall be filed at a special meeting between the parties called for the purpose. Failure to resolve the dispute at this meeting shall allow the Board to move directly to the procedure outlined in Sections 7 and 8.

Section 7. Mediation Review: At the request of either party, the Bureau of Mediation Services shall be requested to review the grievance.

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

Subd. 1. Intention: An intention to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such intention must be filed with the other party within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after a request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. The failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate. 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 argument relating to the issue before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within ten (10) days after the close of the hearing. Decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the provisions of the PELRA of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript of recording if requested by both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. The School District shall provide the physical facilities for the hearing when requested by the arbitrator, but custodial and other costs in excess of those involved in the everyday operation of the schools shall be included in the shared expense of arbitration. It shall be the intent of both parties to hold all hearings during non-duty hours whenever possible.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject, however, to the terms of PELRA of 1971, as amended.

The arbitrator shall not add to, delete from, nor modify this Agreement in any way, and his/her decision shall be confined to the written grievance only and subject to the terms of PELRA of 1971, as amended.

ARTICLE XV
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 and thereafter until modifications are made pursuant to the PELRA of 1971, as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except as mutually agreed by both parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof. Such provision or application shall cause a reopening of discussions between the Board and Local #710 for the limited purpose of attempting to bring the provision or application into conformity with the law or regulations.

Section 5. Retroactivity: All fringe benefits and salaries contained in the Agreement for 2021-2022 and 2022-2023 shall be retroactive to July 1, 2021, consistent with custom and usage within the School District, except as otherwise provided in this Agreement or its Schedules of Attachments.

ARTICLE XVI
PEER REVIEW

Amendments to the District Peer Review Plan must be acceptable to Local #710 and the Board.

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

For Local #710:

Address: 1440 49th Avenue NE
Columbia Heights, MN 55421

Karissa Ouren
President, Local #710

Tara Lorence
Chief Employee Negotiator, Local #710

Dated: 10/5/21

For Independent School District #13:

Address: 1440 49th Avenue NE
Columbia Heights, MN 55421

Naty Severson
Board Chair

Zena Stenvik
Superintendent

Dated: 10/20/2021

TEACHERS' SALARY SCHEDULE A – 2021-2022

	1	2	3	4	5	6	7	8	9	10	11
STEP	**BA**	**BA+15**	**BA+30**	**BA+45**	**BA+60**	**MA**	**MA+15**	**MA+30**	**MA+45**	**MA+60**	**PHD**
1	42,309	43,706	45,203	46,699	48,614	50,488	52,360	54,584	56,820	59,068	60,954
2	43,494	44,987	46,473	48,376	50,244	52,103	54,316	56,546	58,785	61,368	63,241
3	44,987	46,473	48,376	50,244	52,103	54,316	56,546	58,785	61,368	63,552	65,424
4	46,473	48,376	50,244	52,103	54,316	56,546	58,785	61,368	63,552	65,436	67,313
5	48,376	50,244	52,103	54,316	56,546	58,785	61,368	63,552	65,436	67,223	69,098
6	50,244	52,103	54,316	56,546	58,785	61,368	63,552	65,436	67,223	69,112	70,986
7	53,564	55,311	57,416	59,517	61,759	64,280	66,177	67,928	69,678	71,436	73,310
8	55,874	57,766	60,608	62,881	65,158	67,996	70,079	71,972	73,867	75,855	77,727
9	60,401	62,260	65,045	67,274	69,501	72,285	74,328	76,187	78,042	79,994	81,830
10	61,283	63,263	66,176	68,280	70,506	73,290	75,333	77,193	79,048	80,999	82,836
11	62,163	64,160	67,053	69,285	71,509	74,294	76,463	78,199	80,051	82,001	83,839
12	63,429	65,288	68,074	70,302	72,530	75,314	77,357	79,216	81,070	83,020	84,856
13	64,185	66,040	68,827	71,055	73,283	76,068	78,110	79,969	81,824	83,773	85,609
14	64,937	66,793	69,579	71,810	74,035	76,819	78,862	80,722	82,578	84,525	86,361
15	65,739	67,596	70,384	72,610	74,840	77,620	79,665	81,523	83,380	85,328	87,164
16	68,248	70,106	72,894	75,122	77,351	80,133	82,178	84,034	85,890	87,840	89,674
17	70,996	72,942	75,859	78,194	80,529	83,448	85,588	87,533	89,476	91,520	93,445

A teacher attaining and then maintaining **National Board Certification** as established and administered by National Board for Professional Teaching Standards shall be paid $1,200 above applicable schedule placement.

2021-2022 SCHEDULE B

1. Hourly Pay Schedule

Summer School	40.00
Professional	40.00
Preparation Hour Teaching	40.00
Homebound	40.00
High School Building Leadership Team:	$1,000.00 per year
Columbia Academy Building Leadership Team:	$1,000.00 per year
Elementary Schools Building Leadership Teams:	$1,000.00 per year
District Leadership Team:	$500.00 per year
New Teacher Mentor	$750.00 per year/per mentee

2. Extra-Curricular Schedule – Base $6,000.00

Extra-curricular athletic activities: If there are no Local #710 members willing to coach a particular athletic activity, the activities director may hire persons for the positions who are not members of Local #710.

High School Athletics:

Activity	Head Coach	Assistant Coach
Football	100% (1) @ 6,000	70% (5) @ 4,200
Basketball (boys)	100% (1) @ 6,000	70% (2) @ 4,200
Basketball (girls)	100% (1) @ 6,000	70% (2) @ 4,200
Lacrosse (girls)	80% (1) @ 4,800	55% (1) @ 3,300
Track (boys & girls)	100% (1) @ 6,000	55% (4) @ 3,300
Baseball	100% (1) @ 6,000	55% (2) @ 3,300
Softball	100% (1) @ 6,000	55% (2) @ 3,300
Gymnastics (girls)	90% (1) @ 5,400	65% (1) @ 3,900
Tennis (boys)	70% (1) @ 4,200	40% (1) @ 2,400
Tennis (girls)	70% (1) @ 4,200	40% (1) @ 2,400
Swimming (boys)	90% (1) @ 5,400	65% (1) @ 3,900
Swimming (girls)	90% (1) @ 5,400	65% (1) @ 3,900
Diving (boys)		32.5% (1) @ 1,950
Diving (girls)		32.5% (1) @ 1,950
Volleyball	100% (1) @ 6,000	70% (2) @ 4,200
Synchronized Swimming	60% (1) @ 3,600	40% (1) @ 2,400
Soccer (boys)	80% (1) @ 4,800	55% (1) @ 3,300
Soccer (girls)	80% (1) @ 4,800	55% (1) @ 3,300
Adaptive Soccer	60% (1) @ 3,600	40% (1) @ 2,400
Wrestling	100% (1) @ 6,000	70% (1) @ 4,200
Dance Team	80% (1) @ 4,800	40% (1) @ 2,400
Cross Country	50% (1) @ 3000	

Athletic head varsity coaches, who are also employed as instructional staff in the School District, shall receive up to one professional development day annually to attend Minnesota State High School coaching meetings, provided a substitute teacher is available for that day.

Columbia Academy Athletics: Athletic/Intramural

Activity	Head Coach	Assistant Coach
7th Grade Football	45% (1) @ 2,700	30% (1) @ 1,800
8th Grade Football	45% (1) @ 2,700	30% (1) @ 1,800
8th Grade Basketball (boys)	45% (1) @ 2,700	30% (1) @ 1,800
8th Grade Basketball (girls)	45% (1) @ 2,700	30% (1) @ 1,800
Baseball	45% (1) @ 2,700	30% (1) @ 1,800

8th Grade Softball	45% (1) @ 2,700	30% (1) @ 1,800
Volleyball	45% (1) @ 2,700	30% (1) @ 1,800
Soccer (boys)	45% (1) @ 2,700	
Soccer (girls)	45% (1) @ 2,700	
Track	45% (1) @ 2,700	

3. Extra-Curricular Schedule – Non-Athletic

Extra-curricular non-athletic activities: The position for non-athletic activities must be posted by the Human Resources Department as specified in Article V, Section 19, Subd. 2 of this Agreement. If there are no Local #710 members willing to advise a particular non-athletic activity, the building principal may assign the position to a person who is not a member of Local #710. Extra-curricular non-athletic activities shall be posted yearly.

High School

Yearbook:	
Editorial Advisor	50% (1) @ 3,000
Business Advisor	40% (1) @ 2,400
Newspaper	80% (1) @ 4,800
Play:	
Director	45% (1) @ 2,588
Lighting Designer	9% (1) @ 540
Costumer	12% (1) @ 720
Set Designer	15% (1) @ 900
1-Act Play Director	30% (1) @ 1,800
Musical:	
Director	70% (1) @ 4,200
Pit Director	25% (1) @ 1,500
Set Designer	30% (1) @ 1,800
Choreographer	20% (1) @ 1,200
Pianist	20% (1) @ 1,200
Costumer	20% (1) @ 1,200
Vocal Coach	25% (1) @ 1,500
Sound Designer	9% (1) @ 540
Lighting Designer	9% (1) @ 540
Speech	50% (1) @ 3,000
Assistant Speech	20% (1) @ 1,200
Diversity Club	25% (1) @ 1,500
Y-Teens	25% (1) @ 1,500
Band – Pep	30% (1) @ 1,800
Drum Line - fall	30% (1) @ 1,800
Drum Line – spring	30% (1) @ 1,800
Choir – Swing	30% (1) @ 1,800
Cheerleading	80% (1) @ 4,800
Jazz I	30% (1) @ 1,800
Student Council	100% (1) @ 6,000
National Honor Society	75% (1) @ 4,500
Knowledge Bowl Advisor	50% (1) @ 3,000
Math Team Advisor	50% (1) @ 3,000
Spanish Club Advisor	15% (1) @ 900
Destination Imagination	30% (1) @ 1,800
Future Problem Solving	30% (1) @ 1,800
9 & 10 Class Advisors	25% (2) @ 1,500
11 & 12 Class Advisors	50% (2) @ 3,000
Chess Club Advisor	50% (1) @ 3,000
Robotics	50% (1) @ 3,000
Link Crew	50% (1) @ 3,000
Key Club	45% (1) @ 2,400
Ramp Up	9% (5) @ 540

Envirothon Advisor	40% (1) @ 2,400
Science Bowl Advisor	40% (1) @ 2,400

Columbia Academy

Student Council	60% (1) @ 3,600
Musical:	
Director	50% (1) @ 3,000
Pit Director	15% (1) @ 900
Set Designer	18% (1) @ 1,080
Choreographer	18% (1) @ 1,080
Pianist	12% (1) @ 720
Costumer	12% (1) @ 720
Vocal Coach	18% (1) @ 1,080
Lighting Designer	9% (1) @ 540
Sound Designer	9% (1) @ 540
Yearbook	50% (1) @ 3,000
Jazz Advisor (6-8)	30% (1) @ 1,800
Math Team	25% (1) @ 1,500
Future Problem Solving	30% (1) @ 1,800
Diversity Club	25% (1) @ 1,500
Destination Imagination	30% (1) @ 1,800
Head Robotics Coach	50% (1) @ 3,000
Assistant Robotics Coach	30% (1) @ 1,800
Drumming Advisor	30% (1) @ 1,800
Web Leader	50% (1) @ 3,000

Elementary

Student Patrol Supervisors	30% (3) @ 1,800
Future Problem Solving	30% (3) @ 1,800
Destination Imagination	30% (3) @ 1,800
Yearbook	20% (3) @ 1,200
Robotics	30% (1) @ 1,800

Note: Any person who has been involved in the same extra-curricular activity for a period of ten (10) years or more will receive 6% more than the amount on the schedule.

Performing Arts Stipends (band, choir, theatre and dance)
Columbia Heights High School and Columbia Academy band and choir instructors shall receive a total of $500 annually as compensation for concerts or events which occur beyond the regular duty day, if such concerts or events are unrelated to any other payment on Schedules B or D, and excluding the Silverwood Expressions Show.

Columbia Heights High School and Columbia Academy theatre and dance instructors shall receive a total of $200 annually as compensation for performances or events which occur beyond the regular duty day, if such performances or events are unrelated to any payment on Schedules B or D, and excluding the Silverwood Expressions Show.

Elementary music instructors shall receive a total of $300 annually as compensation for concerts or events which occur beyond the regular duty day.

All performing arts instructors whose students participate in the Silverwood Expressions Show shall receive a total of $200 annually for this event. Participation in all of these events will be monitored by the District Fine Arts Coordinator or district designee.

Visual Arts Stipends
K-12 visual art instructors shall receive a total of $200 for each art show up to a total of $400 annually as compensation for up to two art shows occurring within and/or outside the district. In addition, visual arts instructors whose students participate in the Silverwood Expressions Show will receive a total of $200

annually for this event. Participation in all of these events will be monitored by the District Fine Arts Coordinator or district designee.

Columbia Academy History Day Advisor(s), up to a maximum of three advisors annually, shall receive $100 annually as compensation for History Day events that occur beyond the regular duty day, if such events are unrelated to any other payment on Schedules B or D.

TEACHERS' SALARY SCHEDULE C – 2022-2023

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	43,197	44,624	46,152	47,680	49,635	51,548	53,460	55,730	58,013	60,308	62,234
2	44,407	45,932	47,449	49,392	51,299	53,197	55,457	57,733	60,019	62,657	64,569
3	45,932	47,449	49,392	51,299	53,197	55,457	57,733	60,019	62,657	64,887	66,798
4	47,449	49,392	51,299	53,197	55,457	57,733	60,019	62,657	64,887	66,810	68,727
5	49,392	51,299	53,197	55,457	57,733	60,019	62,657	64,887	66,810	68,635	70,549
6	51,299	53,197	55,457	57,733	60,019	62,657	64,887	66,810	68,635	70,563	72,477
7	54,689	56,473	58,622	60,767	63,056	65,630	67,567	69,354	71,141	72,936	74,850
8	57,047	58,979	61,881	64,202	66,526	69,424	71,551	73,483	75,418	77,448	79,359
9	61,669	63,567	66,411	68,687	70,961	73,803	75,889	77,787	79,681	81,674	83,548
10	62,570	64,592	67,566	69,714	71,987	74,829	76,915	78,814	80,708	82,700	84,576
11	63,468	65,507	68,461	70,740	73,011	75,854	78,069	79,841	81,732	83,723	85,600
12	64,761	66,659	69,504	71,778	74,053	76,896	78,981	80,880	82,772	84,763	86,638
13	65,533	67,427	70,272	72,547	74,822	77,665	79,750	81,648	83,542	85,532	87,407
14	66,301	68,196	71,040	73,318	75,590	78,432	80,518	82,417	84,312	86,300	88,175
15	67,120	69,016	71,862	74,135	76,412	79,250	81,338	83,235	85,131	87,120	88,994
16	69,681	71,578	74,425	76,700	78,975	81,816	83,904	85,799	87,694	89,685	91,557
17	72,487	74,474	77,452	79,836	82,220	85,200	87,385	89,371	91,355	93,442	95,407

A teacher attaining and then maintaining **National Board Certification** as established and administered by National Board for Professional Teaching Standards shall be paid $1,200 above applicable schedule placement.

2022-2023 SCHEDULE D

1. Hourly Pay Schedule

Summer School	40.00
Professional	40.00
Preparation Hour Teaching	40.00
Homebound	40.00
High School Building Leadership Team:	$1,000.00 per year
Columbia Academy Building Leadership Team:	$1,000.00 per year
Elementary Schools Building Leadership Teams:	$1,000.00 per year
District Leadership Team:	$500.00 per year
New Teacher Mentor	$750.00 per year/per mentee

2. Extra-Curricular Schedule – Base $6,000.00

Extra-curricular athletic activities: If there are no Local #710 members willing to coach a particular athletic activity, the activities director may hire persons for the positions who are not members of Local 710.

High School Athletics:

Activity	Head Coach	Assistant Coach
Football	100% (1) @ 6,000	70% (5) @ 4,200
Basketball (boys)	100% (1) @ 6,000	70% (2) @ 4,200
Basketball (girls)	100% (1) @ 6,000	70% (2) @ 4,200
Lacrosse (girls)	80% (1) @ 4,800	55% (1) @ 3,300
Track (boys & girls)	100% (1) @ 6,000	55% (4) @ 3,300
Baseball	100% (1) @ 6,000	55% (2) @ 3,300
Softball	100% (1) @ 6,000	55% (2) @ 3,300
Gymnastics (girls)	90% (1) @ 5,400	65% (1) @ 3,900
Tennis (boys)	70% (1) @ 4,200	40% (1) @ 2,400
Tennis (girls)	70% (1) @ 4,200	40% (1) @ 2,400
Swimming (boys)	90% (1) @ 5,400	65% (1) @ 3,900
Swimming (girls)	90% (1) @ 5,400	65% (1) @ 3,900
Diving (boys)		32.5% (1) @ 1,950
Diving (girls)		32.5% (1) @ 1,950
Volleyball	100% (1) @ 6,000	70% (2) @ 4,200
Synchronized Swimming	60% (1) @ 3,600	40% (1) @ 2,400
Soccer (boys)	80% (1) @ 4,800	55% (1) @ 3,300
Soccer (girls)	80% (1) @ 4,800	55% (1) @ 3,300
Adaptive Soccer	60% (1) @ 3,600	40% (1) @ 2,400
Wrestling	100% (1) @ 6,000	70% (1) @ 4,200
Dance Team	80% (1) @ 4,800	40% (1) @ 2,400
Cross Country	50% (1) @ 3000	

Athletic head varsity coaches, who are also employed as instructional staff in the School District, shall receive up to one professional development day annually to attend Minnesota State High School coaching meetings, provided a substitute teacher is available for that day.

Columbia Academy Athletics: Athletic/Intramural

Activity	Head Coach	Assistant Coach
7th Grade Football	45% (1) @ 2,700	30% (1) @ 1,800
8th Grade Football	45% (1) @ 2,700	30% (1) @ 1,800
8th Grade Basketball (boys)	45% (1) @ 2,700	30% (1) @ 1,800

8th Grade Basketball (girls)	45% (1) @ 2,700	30% (1) @ 1,800
Baseball	45% (1) @ 2,700	30% (1) @ 1,800
8th Grade Softball	45% (1) @ 2,700	30% (1) @ 1,800
Volleyball	45% (1) @ 2,700	30% (1) @ 1,800
Soccer (boys)	45% (1) @ 2,700	
Soccer (girls)	45% (1) @ 2,700	
Track	45% (1) @ 2,700	

3. Extra-Curricular Schedule – Non-Athletic

Extra-curricular non-athletic activities: The position for non-athletic activities must be posted by the Human Resources Department as specified in Article V, Section 19, Subd. 2 of this Agreement. If there are no Local #710 members willing to advise a particular non-athletic activity, the building principal may assign the position to a person who is not a member of Local #710. Extra-curricular non-athletic activities shall be posted yearly.

High School

Yearbook:	
Editorial Advisor	50% (1) @ 3,000
Business Advisor	40% (1) @ 2,400
Newspaper	80% (1) @ 4,800
Play:	
Director	45% (1) @ 2,588
Lighting Designer	9% (1) @ 540
Costumer	12% (1) @ 720
Set Designer	15% (1) @ 900
1-Act Play Director	30% (1) @ 1,800
Musical:	
Director	70% (1) @ 4,200
Pit Director	25% (1) @ 1,500
Set Designer	30% (1) @ 1,800
Choreographer	20% (1) @ 1,200
Pianist	20% (1) @ 1,200
Costumer	20% (1) @ 1,200
Vocal Coach	25% (1) @ 1,500
Sound Designer	9% (1) @ 540
Lighting Designer	9% (1) @ 540
Speech	50% (1) @ 3,000
Assistant Speech	20% (1) @ 1,200
Diversity Club	25% (1) @ 1,500
Y-Teens	25% (1) @ 1,500
Band – Pep	30% (1) @ 1,800
Drum Line - fall	30% (1) @ 1,800
Drum Line – spring	30% (1) @ 1,800
Choir – Swing	30% (1) @ 1,800
Cheerleading	80% (1) @ 4,800
Jazz I	30% (1) @ 1,800
Student Council	100% (1) @ 6,000
National Honor Society	75% (1) @ 4,500
Knowledge Bowl Advisor	50% (1) @ 3,000
Math Team Advisor	50% (1) @ 3,000
Spanish Club Advisor	15% (1) @ 900
Destination Imagination	30% (1) @ 1,800
Future Problem Solving	30% (1) @ 1,800
9 & 10 Class Advisors	25% (2) @ 1,500
11 & 12 Class Advisors	50% (2) @ 3,000
Chess Club Advisor	50% (1) @ 3,000
Robotics	50% (1) @ 3,000
Link Crew	50% (1) @ 3,000

Key Club	45% (1) @ 2,400
Ramp Up	9% (5) @ 540
Envirothon Advisor	40% (1) @ 2,400
Science Bowl Advisor	40% (1) @ 2,400

Columbia Academy

Student Council	60% (1) @ 3,600
Musical:	
Director	50% (1) @ 3,000
Pit Director	15% (1) @ 900
Set Designer	18% (1) @ 1,080
Choreographer	18% (1) @ 1,080
Pianist	12% (1) @ 720
Costumer	12% (1) @ 720
Vocal Coach	18% (1) @ 1,080
Lighting Designer	9% (1) @ 540
Sound Designer	9% (1) @ 540
Yearbook	50% (1) @ 3,000
Jazz Advisor (6-8)	30% (1) @ 1,800
Math Team	25% (1) @ 1,500
Future Problem Solving	30% (1) @ 1,800
Diversity Club	25% (1) @ 1,500
Destination Imagination	30% (1) @ 1,800
Head Robotics Coach	50% (1) @ 3,000
Assistant Robotics Coach	30% (1) @ 1,800
Drumming Advisor	30% (1) @ 1,800
Web Leader	50% (1) @ 3,000

Elementary

Student Patrol Supervisors	30% (3) @ 1,800
Future Problem Solving	30% (3) @ 1,800
Destination Imagination	30% (3) @ 1,800
Yearbook	20% (3) @ 1,200
Robotics	30% (1) @ 1,800

Note: Any person who has been involved in the same extra-curricular activity for a period of ten (10) years or more will receive 6% more than the amount on the schedule.

Performing Arts Stipends (band, choir, theatre and dance)
Columbia Heights High School and Columbia Academy band and choir instructors shall receive a total of $500 annually as compensation for concerts or events which occur beyond the regular duty day, if such concerts or events are unrelated to any other payment on Schedules B or D, and excluding the Silverwood Expressions Show.

Columbia Heights High School and Columbia Academy theatre and dance instructors shall receive a total of $200 annually as compensation for performances or events which occur beyond the regular duty day, if such performances or events are unrelated to any payment on Schedules B or D, and excluding the Silverwood Expressions Show.

Elementary music instructors shall receive a total of $300 annually as compensation for concerts or events which occur beyond the regular duty day.

All performing arts instructors whose students participate in the Silverwood Expressions Show shall receive a total of $200 annually for this event. Participation in all of these events will be monitored by the District Fine Arts Coordinator or district designee.

Visual Arts Stipends
K-12 visual art instructors shall receive a total of $200 for each art show up to a total of $400 annually as compensation for up to two art shows occurring within and/or outside the district. In addition, visual arts instructors whose students participate in the Silverwood Expressions Show will receive a total of $200 annually for this event. Participation in all of these events will be monitored by the District Fine Arts Coordinator or district designee.

Columbia Academy History Day Advisor(s), up to a maximum of three advisors annually, shall receive $100 annually as compensation for History Day events that occur beyond the regular duty day, if such events are unrelated to any other payment on Schedules B or D.

ECFE TEACHERS' SALARY SCHEDULE E

2021-2022

Step	BA	BA+12	BA+24	BA+36	MA
1	29.19	30.12	31.03	31.94	32.92
2	29.79	30.68	31.63	32.57	33.55
3	30.37	31.26	32.26	33.20	34.25
4	31.02	31.90	32.87	33.83	34.80
5	31.62	32.48	33.48	34.40	35.43
6	32.23	33.10	34.05	35.41	36.02
7	32.81	33.67	34.70	35.59	36.62

ECFE TEACHERS' SALARY SCHEDULE E

2022-2023

Step	BA	BA+12	BA+24	BA+36	MA
1	29.80	30.75	31.68	32.61	33.61
2	30.42	31.32	32.29	33.25	34.25
3	31.01	31.92	32.94	33.90	34.97
4	31.67	32.57	33.56	34.54	35.53
5	32.28	33.16	34.18	35.12	36.17
6	32.91	33.80	34.77	36.15	36.78
7	33.50	34.38	35.43	36.34	37.39

MASTER AGREEMENT MEMORANDUM OF UNDERSTANDING
Columbia Academy Schedule
2021-2023

Whereas, the Columbia Heights School District ("School District") and Columbia Heights Federation of Teachers, Local #710 ("Local 710"), have entered into negotiations for a collective bargaining agreement ("CBA") for 2021-2023;

Whereas, during the term of this CBA, the School District and Local 710 have agreed to modify the new Article V, Section 10 (Academy Duty Day) to have 40 minutes for STAR advisory and 80 minute class periods on a trial basis.

Now therefore, during the term of the CBA, to the extent that the provisions in the CBA conflict with this Memorandum of Understanding, this Memorandum of Understanding shall control. The parties agree that they can mutually agree to amend this MOA during the term of the CBA, if needed.

Tara Lorence, Chief Negotiator, Local 710 Date: 10/5/21

Karissa Ouren, President, Local 710 Date: 10/5/21

Zena Stenvik, Superintendent Date: 10/20/2021

MEMORANDUM OF UNDERSTANDING

FOR VOLUNTARY PREKINDERGARTEN PROGRAM

Whereas, Independent School District No. 13, Columbia Heights Public Schools ("School District") and the Columbia Heights Federation of Teachers, Local 710 ("Federation") have entered into a collective bargaining agreement for the 2021-2023 school years; and

Whereas, the Minnesota legislature enacted Minn. Stat. § 124D.151 providing funding for a voluntary prekindergarten program effective for the 2021-2022 and 2022-2023 school years; and

Whereas, one of the program components to qualify for program approval and the aid allocated for approved programs is that the School District must provide voluntary prekindergarten instructional staff salaries comparable to the salaries of local kindergarten through grade 12 instructional staff; and

Whereas, the School District submitted an application for program approval from the Minnesota Department of Education, which application was approved; and

Whereas, to qualify for the program the School District must satisfy the salary requirement of Minn. Stat. § 124D.151, Subd. 2(5).

Now Therefore, the undersigned agree as follows.

1. Teachers assigned to work in the voluntary prekindergarten program shall be paid a salary comparable to the Master Agreement, Salary Schedule C, for the 2021-2022 and 2022-2023 school years, based upon the teacher's education and years of experience (up to 10 years of experience), as determined by the School District. However, the affected teachers shall not be actually placed on the K-12 teacher Salary Schedule C.

2. The affected teachers shall retain their same seniority as currently on the ECFE teacher seniority list in the School District for the 2021-2022 and 2022-2023 school years and they shall not be placed on the K-12 teacher seniority list.

3. The operations of Article V, Section 8, Subd. 5(k) shall be suspended while this Memorandum of Understanding is in effect and shall be restored when the Memorandum of Understanding expires.

4. This change in salary shall only remain in effect if and so long as the School District is eligible for state funding for a state-approved voluntary prekindergarten program.

Tara Lorence, Chief Negotiator, Local 710 — Date: 10/5/21

Karissa Ouren, President, Local 710 — Date: 10/5/21

Zena Stenvik, Superintendent — Date: 10/20/2021

MASTER AGREEMENT 2021-2023

MEMORANDUM OF UNDERSTANDING

Teachers of Color Affinity Group

Whereas, the Columbia Heights School District ("School District") and Columbia Heights Federation of Teachers, Local #710 ("Local 710"), have entered into a collective bargaining agreement for 2021-2023;

Whereas, the School District and Local 710 want to continue the Teacher of Color Affinity Group to support in the recruitment and retention of teachers of color;

Now Therefore, the School District and Local 710 agree as follows:

During the term of the 2021-2023 Master Agreement, the School District agrees to continue the Teachers of Color Affinity Group. The District will pay teachers at the curriculum rate for attendance at committee meetings scheduled with the Director of Teaching and Learning. The committee will be chaired by a Local 710 member.

Tara Lorence, Chief Negotiator, Local 710 Date: 10/5/21

Karissa Ouren, President, Local 710 Date: 10/5/21

Zena Stenvik, Superintendent Date: 10/20/2021

MASTER AGREEMENT 2021-2023

MEMORANDUM OF UNDERSTANDING

Duty Free Lunch Supervision

Whereas, the Columbia Heights School District ("School District") and Columbia Heights Federation of Teachers, Local #710 ("Local 710"), have entered into a collective bargaining agreement for 2021-2023;

Whereas, the parties seek to have licensed staff, who are interested, for lunch room and/or recess supervision for a trial period during the term of the 2021-2023 collective bargaining agreement;

Now therefore, the School District and Local 710 agree as follows:

Teachers can voluntarily agree to provide 30 minutes of lunch room and/or recess supervision of students in lieu of their 30 minute lunch period at the professional rate. Supervision assignments will be authorized and scheduled quarterly by building administration only after final approval by the Superintendent and shall only be assigned to interested teachers. With approval, teachers can split the supervision assignment, as long as, supervision is provided during the entire 30 minute period.

Tara Lorence, Chief Negotiator, Local 710 Date: 10/5/21

Karissa Ouren, President, Local 710 Date: 10/5/21

Zena Stenvik, Superintendent Date: 10/20/2021

MASTER AGREEMENT 2021-2023

MEMORANDUM OF UNDERSTANDING

Due Process Days

Whereas, the Columbia Heights School District ("School District") and Columbia Heights Federation of Teachers, Local #710 ("Local 710"), have entered into a collective bargaining agreement for 2021-2023;

Whereas, the parties seek to provide additional time, based upon a special education teacher's caseload, for the teachers to complete due process paperwork on a trial basis during the term of this collective bargaining agreement;

Whereas, the additional time to complete due process paperwork hours provided by this Agreement will be tracked and verified by the Director of Special Education;

Now therefore, the School District and Local 710 agree as follows:

Special Education teachers can be compensated each school year for due process paperwork at the professional rate in the following manner: 45 minutes per student on teacher's caseload as of February 1 each school year. Such hours shall be documented and submitted on the school district timesheet. Hours shall be verified by tracking special education forms usage and will be subject to final approval by the Director of Special Education

Related Service Providers including Speech Language Pathologists, Occupational Therapists, and DAPE can be paid for a total of 10 hours for work on IEP's outside of the contract day.

Tara Lorence, Chief Negotiator, Local 710 Date: 10/5/21

Karissa Ouren, President, Local 710 Date: 10/5/21

Zena Stenvik, Superintendent Date: 10/20/2021

MASTER AGREEMENT 2021-2023

MEMORANDUM OF UNDERSTANDING

Conferences Committee

Whereas, the Columbia Heights School District ("School District") and Columbia Heights Federation of Teachers, Local #710 ("Local 710"), have entered into a collective bargaining agreement for 2021-2023;

Whereas, the School District and Local 710 wish to form a committee to discuss possible modifications to family conferences;

Now Therefore, the School District and Local 710 agree as follows:

A committee comprised of Principals, Local 710 members, and other administrators will meet to discuss possible modifications to family conferences. Recommendations from the committee will be presented for possible implementation in the 2023-2024 school year.

Tara Lorence, Chief Negotiator, Local 710 Date: 10/5/21

Karissa Ouren, President, Local 710 Date: 10/5/21

Zena Stenvik, Superintendent Date: 10/20/2021