

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #192

Farmington, Minnesota

and

FARMINGTON EDUCATION ASSOCIATION

The Exclusive Representative For  
Teacher Employees  
of the School District

Effective

July 1, 2023, through June 30, 2025

## TABLE OF CONTENTS

ARTICLE I	Purpose.....	2
ARTICLE II	Recognition of Exclusive Representative.....	2
ARTICLE III	Definitions.....	2
ARTICLE IV	School District Rights.....	3
ARTICLE V	Teacher Rights.....	3
ARTICLE VI	Basic Schedules and Rates of Pay.....	5
ARTICLE VII	Group Insurance.....	8
ARTICLE VIII	Leaves of Absence.....	10
ARTICLE IX	Unrequested Leave of Absence.....	17
ARTICLE X	Hours of Service.....	19
ARTICLE XI	Length of the School Year... ..	21
ARTICLE XII	Grievance Procedure.....	22
ARTICLE XIII	Discipline.....	24
ARTICLE XIV	Severance Pay.....	25
ARTICLE XV	Retiree Insurance.....	27
ARTICLE XVI	Vacancies and Transfers.....	28
ARTICLE XVII	Duration.....	29
	Letters of Understanding.....	30
Schedule A	2023-2024 Salary Schedule.....	32
Schedule B	2024-2025 Salary Schedule.....	32
Schedule Q	Farmington Alternative Teacher Professional Pay System (FATPPS).....	33

## **ARTICLE I**

### **PURPOSE**

**Section 1. Parties:** THIS AGREEMENT, entered into between the School District of Independent School District No. 192, Farmington, Minnesota, hereinafter referred to as the School District, and the Farmington Education Association, the exclusive representative, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the P.E.L.R.A. of 1971 as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the P.E.L.R.A. the School District recognizes the Association as the exclusive representative of the appropriate unit of teachers employed by the School District as defined in Article III. The exclusive representative shall have those rights and duties as prescribed in the provisions of this Agreement.

**Section 2. Rights of the Association as Exclusive Representative:**

**Subd. 1.** Pursuant to P.E.L.R.A., the School Board shall not meet and negotiate nor meet and confer with any employee or group of employees who are at the time designated as a member or part of an appropriate employee unit except through the exclusive representative.

**Subd. 2.** Teachers, as professional employees, have the right to meet and confer with the School Board in accordance with P.E.L.R.A. For this specific subd., a representative(s) of the School Board shall be invited to attend the meetings.

**Subd. 3.** Any negotiations in violation of Subd. 1 shall be null and void and without force and effect.

## **ARTICLE III**

### **DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Terms and conditions of employment means the hours of employment, the compensation thereof, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

**Section 2. Teacher:** For purposes of this Agreement, the term "teacher" shall mean any person employed by the School District in a position for which licensure is required by the Professional Educator Licensing and Standards Board or the Minnesota Department of Education or in a position of occupational therapist and physical therapist, except superintendent, assistant superintendent, principal and assistant principal who devote more than 50% of time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law. For purposes of this agreement, the term "qualified" shall mean licensed or certified by the appropriate state agency.

**Subd. 1.** "Teachers" are also qualified teachers in the following Community Education programs: ABE/ESL, Early Childhood Family Education (ECFE), Early Childhood Screening, Family Education, Parent Education, Pre-School/Wee Tigers and School Readiness.

**Section 3. School Board and the Association:** Any reference to School Board or School District in this Agreement shall mean the Independent School District # 192, Farmington, MN. Any reference to the Association in this agreement shall mean the teachers' exclusive representative as defined in Article II.

Section 4. Confidential Employee: Confidential employee means any employee who works in the Human Resources Office of the School District or who has access to information subject to use by the School Board in meetings and negotiating or who actively participates in the meeting and negotiating on behalf of the School Board.

Section 5. P.E.L.R.A.: P.E.L.R.A. shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined in the P.E.L.R.A.

## **ARTICLE IV**

### **SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Association recognizes that the School 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 and direction and number of personnel.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Association also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State of Minnesota, federal laws, rules, regulations, directives and orders of the Minnesota Department of Education, and laws, rules, regulations, directives and orders of state and federal governmental agencies. Any provision(s) of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## **ARTICLE V**

### **TEACHER RIGHTS**

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or the teacher's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association; nor shall it be construed to require any teacher to perform labor or services apart from normal duties of employment against his/her will.

Section 2. Right to Join: Pursuant to P.E.L.R.A., teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for the teachers of such unit with the School Board.

Section 3. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon the teacher's written request. A representative of the Association may, at the teacher's request, accompany the

teacher in this review. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense. The teacher shall have the right to submit for inclusion in his/her file written information in response to any material contained therein. A teacher has the right to challenge inaccurate or incomplete information in accordance with M.S. 13.04 Subd. 4. Whenever any material is to be permanently removed from the personnel file, it shall be forwarded to the teacher. However, the School District may destroy such files as provided by law.

#### Section 4. Request for Dues Check Off:

Subd. 1: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Farmington Education Association, Education Minnesota, the National Education Association and the American Federation of Teachers. When a bargaining unit member has so authorized a dues deduction, such authorization shall continue in effect for that year and from year to year. A member seeking cancellation must provide written notice to the Association President. The Association President, or designee, shall notify the School District, in writing, of all additions and/or changes. Pursuant to such authorization, the School District shall deduct one-fourteenth of such dues for 14 pay periods, beginning October 15 of each year. Members hired after October 15 shall have their deductions divided equally through the May 31 pay date. These deductions shall also include and coincide with any voluntary deductions requested by the teacher as a contribution towards any Political Action Committee (PAC) fund. Such request for a PAC fund contribution must be submitted to the payroll department. Any PAC fund contributions request shall be limited to one enrollment period per year and irrevocable during the year of contribution. The Association dues and any additional voluntary deductions for the teachers employed after the commencement of the school year shall be as certified by the Association.

Subd. 2: With respect to all sums deducted by the School District for membership dues, the School District shall remit to the Association within 10 calendar days, the total amount deducted. The Association agrees to advise the School District of all members of the Association in good standing from time to time, and to furnish information needed by the School District to fulfill the provisions of this article not otherwise available to the School District.

Section 5. Communications: The School District shall provide reasonable bulletin board space in each building for use by the Association for union business, as defined by the Association, in areas not normally accessible to students. The Association may use the School District mail, email service and teacher mailboxes for communications regarding union business, as defined by the Association, to teachers provided said mail is distributed by the Association.

Section 6. Association Representatives: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property upon the approval of the superintendent or designee. Any non-employee representative of the Association will follow appropriate visitor registration procedures upon entering the building.

Section 7. Information: The School District agrees to furnish to the Association, upon written request, all information pertaining to the School District budget, present and proposed, revenues and other financing information.

Section 8. School Buildings: The Association shall have the right to use school buildings for meetings. Such meetings shall be scheduled through the district facility scheduler.

Section 9. School Facilities and Equipment: The Association shall have the right to use school facilities and equipment, computers, copiers, telephones and faxes with no expectation of privacy. The Association shall pay the School District for all school supplies used.

Section 10. Association Meetings: The Association will maintain the right to hold meetings during the duty day so long as they are conducted in a reasonable timeframe and building leaders communicate and come to a mutual agreement with building principals in advance. Leaders will look for meeting times that create simplicity and ease into the teacher's day

such as prior to or immediately following a staff meeting. In addition, the meeting will also occur outside the scope of the building's student contact day.

Section 11. Safety and the Learning Environment:

Subd. 1. Safe Learning Environment: In accordance with M.S. 121A.64 and School District policy, the school administration will inform building teachers of students whose conduct indicates dangerous behavior or who have carried weapons onto school grounds. Teachers shall maintain the confidentiality of such information. In accordance with M.S. 121A.65 and School District policy, staff representatives will confer with the School District to review the Student Discipline policy.

Subd. 2. Safe Facilities Environment: The School District shall maintain uniform standards of safety throughout all the district facilities in order to provide a safe environment.

Subd. 3. Hazing: The School District shall maintain an all-inclusive policy that provides appropriate guidelines and procedures relating to all forms of hazing/harassment.

Section 12. Existing Laws and Regulations: The School Board and all employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and laws, rules, regulations, directives and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

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

Section 1. Salary:

Subd. 1. 2023-2024 Salary: The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the 2023-2024 school year.

Subd. 2. 2024-2025 Salary: The wages and salaries reflected in Schedule B, attached hereto, shall be part of the Agreement for the 2024-2025 school year.

Section 2. Status of Salary Schedule: The salary schedule is not to be construed as a part of the teacher's continuing contract and the School Board reserves the right to withhold increment advancement, lane changes, or any other salary increase as the superintendent or designee shall determine, subject to the grievance procedure.

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

Subd. 1. Initial Vertical Placement: Teachers hired new to the School District shall be granted up to 18 years credit for appropriate teaching experiences within the previous 18 years. Appropriate teaching experience shall mean public school or accredited private school experience. New teachers with related work experience in the teacher's area of licensure may be granted years of experience on a prorated basis (two to one) or as determined by the superintendent or designee and agreed upon with the teacher being hired.

Subd. 2. Initial Horizontal Placement: The School District reserves the right to negotiate with new teachers possessing a non-teaching MA/MS degree for initial horizontal placement. Advanced degrees received prior to educational certification must be germane to the teaching assignment.

Subd. 3. Vertical Movement on the Schedule: A teacher shall advance to the next step of the schedule provided the teacher has been employed for the equivalent of 92 days of the preceding school year. Teachers in community education working 720 hours or more during the fiscal year will be eligible to move up one step the following July

1. Those who work less than 720 hours in a fiscal year will be eligible to move up one step after two years. Only a maximum of one step will be granted per fiscal year regardless of the hours worked.

Subd. 4. Horizontal Movement on the Schedule:

- A. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or designee prior to the taking of the course.
- B. Germane: Credits to be considered for movement to any lane beyond the BA/BS column must be graduate credits germane to the current teaching assignment. Any coursework required for licensure renewal mandated by the state or local school district will be automatically included into the teacher's program as germane. Undergraduate credits may be considered for movement to a lane beyond the BA/BS if germane to the teaching assignment and must have prior approval of the superintendent or designee, whose decision shall be final and binding and shall not be subject to the grievance procedure. Further, only those graduate courses for which a grade of Pass, B, or higher will be counted, and those undergraduate courses for which a grade of Pass, C, or higher will be counted.
- C. Effective Date: Individual contracts will be modified to reflect lane changes twice a year effective on day one of the current contract year and day 93 of the current contract year providing a transcript of qualified credits, or evidence of satisfactory completion of the course pending receipt of a transcript and the lane change request form, is submitted to the Human Resource's office no later than September 15 or January 20 of the respective semesters, otherwise such credits shall not be considered until the following deadline. If September 15 or January 20 falls on a day when the Human Resource's office is closed for business operations, the deadline shall be 3:30 pm on the next business day.
- D. References to Credits: Reference to credits in this article shall mean quarter credits or their equivalent. Semester credits will also be included with the quarter credit heading on Schedule A and Schedule B.
- E. This provision is effective for employees hired after July 1, 1994. Once a MA/MS degree is granted by a college or university additional credits earned toward a lane change must be earned after the MA/MS degree is granted. No credit for lane change will be given for credits earned prior to the MA/MS degree.

Subd. 5. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized.

Subd. 6. National Board Certification: A full-time (1.0 FTE) teacher for the entire school year who obtains National Board Certification (NBC), a rigorous certification from the National Board of Professional Teaching Standards, which meets all the criteria below shall be paid a stipend of \$1,000 per year divided equally between all their pay periods and a part-time teacher who obtains such certification shall be paid a pro-rated portion of \$1,000 based on the percentage of a full-time FTE that the teacher is employed. If the national board certification terminates for any reason, this stipend will no longer be payable.

- The certification process must be non-graduate credit earning and not eligible for salary schedule lane advancement.
- The teacher must hold a master's degree or higher in order to receive the NBS stipend.
- The Teacher must provide the human resources office with proof of certification in order to receive the stipend.

Subd. 7. Speech and Language Therapists who earn the National Certificate of Clinical Competency (CCC), School Psychologists who earn the National Certification issued by the National Association of School Psychologists (NSP), Occupational Therapists who earn the Occupational Therapist Registered (OTR) Certificate, Licensed Social Workers who earn a Licensed Independent Clinical Social Workers license from the state of Minnesota will need to provide to the District a copy of their certificate in order to be paid \$1,000 per school year. A copy must be provided by January of each year and the employee must be actively working in one of these designated

assignments. If the certification has been terminated for any reason payment will be discontinued. Stipends for part time employees will be paid on a pro-rata basis.

Subd. 8. Pay for Other Community Education Employment: Early Childhood, Pre-School/Wee Tigers, School Readiness and ABE/ESL teachers who work for Community Education in programs other than Early Childhood, Pre-School/Wee Tigers, School Readiness or ABE/ESL programs will be compensated at the hourly rates identified in Article VI – Section 11 of Association Agreement. Additional hours worked by teachers within the Early Childhood, Pre-School/Wee Tigers, School Readiness or ABE/ESL programs will be paid at their regular hourly rate.

#### Section 4. Pay Periods and Dates:

Subd. 1. Teachers will be paid twice a month. Pay dates will be on the 15 and 31 (or last day of the month) beginning with the August 31 pay date. If that date should fall on a weekend or holiday, the pay will be deposited preceding that weekend of holiday if it is a teacher contract day. If that date falls on a teacher non-contract day, pay will be deposited for the teacher on that date. Teachers will be notified of the annual pay dates at the beginning of each school year.

Subd. 2. Upon employment, all teachers will select one of three salary payment options as described in Subd. 5. Failure to specify an option will result in option C being assigned. The salary option chosen will continue each year unless a change in salary payment option is requested.

Subd. 3. Teachers employed after the beginning of the school year shall select one of the three salary payment options in Subd. 5 with their salary and number of pay periods prorated from their start date. Failure to specify an option will result in option C being assigned. The salary option chosen will continue each year unless a change in salary payment option is requested.

Subd. 4. Each year, teachers may elect to change their salary payment option by requesting a Salary Payment Option form between May 1 and June 15. Any change requested at that time will be in effect for the next school year. Teachers may request earnings statement in writing in accordance with M.S. 181.032.

#### Subd. 5. Salary Payment Options:

- A. Twenty equal payments during the school year beginning with the August 31 pay date.
- B. Twenty-four equal payments during the calendar year, with a lump payment on June 15 representing an accumulated total of the summer payments.
- C. Twenty-four equal payments during the calendar year. Summer payments to be deposited on pay dates.

#### Section 5. Teachers Less Than Full-time (not including teachers in community education):

Subd. 1. This contract clause applies only to those teachers employed on less than full-time contract. Salary shall be computed based on the following formula:

- A. Teachers at the Elementary level (grades K-5):

Minutes of Teaching / 300 X Specified Salary= Salary

- B. Teachers at the Middle level (grades 6- 8):

Number of Periods Assigned / 6 X Specified Salary = Salary

- C. Teachers at the High School level (grades 9-12):



Number of Periods Assigned / 4 X Specified Salary = Salary

Subd. 2. Contract day shall be defined as the above ratio times 7.5 hours. This shall not include the 30-minute duty free lunch period. Preparation time for part-time teachers shall be prorated. (Art. XI, Sec. 7, Subd. 2).

Subd. 3. Benefits as specified in Articles VII, VIII, and XIV shall be prorated for those staff working at or greater than 50% as determined by the ratio expressed in Subd. 1, where insurance providers allow.

Section 6. Full-time and Part-time teachers in Community Education.

Subd. 1. Full-time: Teachers who work in Community Education programs with an assignment of 40 or more hours per week for 30 or more weeks will be considered full-time teachers.

Subd. 2. Hourly: Teachers who work in Community Education programs less than 40 hours per week who generally (1) work a flexible schedule, and (2) whose assigned hours depend upon class enrollment will be considered hourly teachers.

Subd. 3. Benefits as specified in Articles VII, VIII, and XIV shall be prorated for those staff working at or greater than 50% as determined by the ratio expressed in Subd. 1, where insurance providers allow.

Section 7. Travel Reimbursement: Reimbursement for travel approved by the superintendent or designee for teachers using their private automobile shall be pursuant to School Board policy.

Section 8. Extended Contract Year: Teachers who are assigned teaching duties and responsibilities in excess of the teacher contract year shall be compensated at the teacher's basic salary schedule income for each contracted day. Teachers will be notified of their extended contract days by August 1 for the following school year. Secondary school counselors shall have six (6) additional days at the per diem rate and media specialists at the elementary and secondary levels shall have three (3) additional days at the per diem rate.

Section 9. Workshops and Curriculum Development: Beginning July 1, 2024, teachers who are required (don't volunteer) to attend workshops and training as representatives of the School District or are required to attend School District sponsored workshops or write curriculum outside the duty day shall be compensated at the hourly rate of \$35 per hour for work performed.

Section 10. Summer School, Extended School Year, Homebound Teachers: Beginning July 1, 2024, summer school, Extended School Year and Homebound teachers shall be paid at the rate of \$35 per hour for work performed.

Section 11. Community Education: As of September 1, 2007, teachers hired for community education positions that require licensure shall be paid at the rate of \$27 per hour for work performed. Teachers hired for community education services, which do not require licensure shall be paid at the rate of \$18 per hour for work performed whether or not the instructor has a teaching license. If enrollment or participation in such services is insufficient to cover costs, the teacher may waive the salary and accept the rate the enrollment will pay.

**ARTICLE VII**  
**GROUP INSURANCE**

Section 1. Health Insurance:

Subd. 1. The School District shall contribute health insurance premiums for full-time teachers in accordance with the following schedule. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. Health insurance benefits for teachers working less than full-time are prorated as specified in Article VI, Section 5, Subd. 3 and Article VI, Section 6, Subd 3. Teachers who are not enrolled in the School District's group health plan at the time of the execution of this Agreement or who are enrolled in single, two-party or family coverage and have the qualifying event change of status that is approved by the insurance carrier shall receive a

prorated School District contribution toward such group health coverage. Changes of the health plans (high, mid or high deductible) can only occur during the open enrollment period. In the event the School District's contribution for family coverage is discriminatory or illegal, the Association and the School District will share equally the payment on any claims, damages, judgment, and other forms of liability which any teacher may have, or claim to have, arising out of, or by reason of, the School District's contribution to family coverage as set forth in Article VII, Section I of this Agreement.

	<b>2023-2024 and 2024-2025</b>	
	<b><u>Plans A and B</u></b>	<b><u>Plan C (high deductible)</u></b>
<b>Single</b>	80%	100%
<b>Two Party</b>	\$12,023	90%
<b>Family</b>	\$15,478	80%

Active teachers who are enrolled in the high deductible health insurance plan (plan C) have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District.

Effective July 1, 2014, active teachers enrolled in the district's high deductible health insurance plan will receive an annual district contribution into the Health Savings Account plan in the amount of \$1,000 on July 15. Newly hired teachers hired for an entire contract year shall receive their initial contribution on or about September 15. Those hired for less than a contract year who enroll in the high deductible plan will receive a pro-rated contribution.

Effective July 1, 2024, eligible teachers who provide approved documentation that they have received a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional \$400 contribution into their Health Savings Account Plan on the following January 15.

The teacher is responsible for the monthly administrative expenses of their health savings account plan with the district.

Subd. 2. Combined Insurance Contributions: This subdivision, commencing September 1, 2007, shall apply to members of the Association whose spouse is also employed by the School District.

The School District shall allow, upon the married employee's request, the combination of one family contribution and one single contribution toward the premium cost of family insurance. The School District's total contribution shall not exceed the sum of the family and single contribution as defined in each employee's respective working agreement.

The School District shall allow, upon the married employees' request, the combination of two single contributions toward the premium cost of the two-party insurance. The School District's total contribution shall not exceed the sum of the two single contributions.

The health insurance practice between the School District and married employees in place prior to September 1, 2007, will remain in effect.

## Section 2. Income Protection Insurance:

Subd. 1. The School District will pay the entire premium for long-term disability for all full-time teachers of the School District for income protection coverage.

Subd. 2. The School District's payment shall cease with the termination of a teacher's employment who completed a full school year but has resigned at the end of the school year. This Subdivision supersedes Section 8 of this Article.

Section 3. Life Insurance: The School District will pay the premium for \$75,000 of term life insurance coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District's group term life

insurance plan. The School District will make an effort to request that the insurance provider allow an option of the purchase of more insurance at the employee's expense.

Subd. 1. If allowed by the insurer, at no cost to the School District, a teacher may refuse \$25,000 of the School District provided \$75,000 life insurance.

Section 4. Dental Insurance: The School District shall contribute up to the sum of \$47.43 per month for the 2023-2024 school year and \$47.43 per month for the 2024-2025 school year toward the premium for each full-time teacher employed by the School District who qualifies for and is employed in the School District's group dental health insurance plan. Any additional costs of the premium shall be borne by the teacher and paid by payroll deduction.

Section 5. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 6. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy provided the teacher has requested such insurance in writing and the superintendent or designee has acknowledged receipt of such request in writing, 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 7. Replacement Teachers: Teachers who replace a permanent teacher in an assignment of 61 contract days or more shall be eligible for prorated insurance benefits in accordance with Sections 1, 2, 3 and 4 of Article VII. If an assignment of less than 61 contract days is extended beyond 61 days, the teacher shall be eligible for prorated insurance benefits at the time of notification of the extension.

Section 8. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed by the School District. Upon termination of employment, all School District contributions shall cease. Teachers that work the full school year and resign, are terminated, placed on unrequested leave of absence or are non-renewed, effective at the end of the school year, shall be eligible for School District contribution as provided in this article through the following August 31.

## **ARTICLE VIII** **LEAVES OF ABSENCE**

### Section 1. Sick Leave:

Subd. 1. All full-time teachers shall earn sick leave at a rate of 12 days during each year of active service in the employ of the School District. While teachers will be granted up to 12 days of sick leave per year, such sick leave shall accrue as follows:

A. Full-time, full-year teachers will have sick leave front-loaded and available for use at the start of the school year.

B. Part-time/hourly teachers and teachers hired during the school year will accrue sick leave each pay period at a comparable rate as a full-time, full-year teacher. The rate will be 1 hour earned for every 15.3 hours paid. Hourly Teachers in community education earn sick leave at a rate of one hour for every 16 hours worked.

C. Any teacher who leaves the School District prior to the end of the school year and uses more than the sick leave earned, as of the date of departure, shall pay to the School District the amount of the sick leave used in excess of the amount earned based on the individual teacher's per diem salary.

Subd. 2. Unused sick leave days previously earned, may accumulate to a maximum credit of 170 days of sick leave per teacher.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever a teacher's absence is due to the teacher's illness or injury, which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness or injury in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the teacher will be so advised within five calendar days of the illness or injury.

Subd. 6. Sick leave shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 7. Days to be deducted from sick leave shall be reported to the School District.

Subd. 8. A teacher is entitled to a maximum of 15 contract days of leave in the event of temporary maternity disability of their spouse. Available paid days will be deducted from the teacher's sick leave accrual. If complications arise, see Subd. 9.

Subd. 9. Sick leave shall also cover illness or injury of a teacher's spouse, children, parents, spouse's parents, (10 days maximum per year for spouse's parents, or spouse's step-parents), or step equivalent and persons of legal guardianship, providing the illness or injury is of a nature demanding the teacher's presence. It shall also cover necessary absence for illness or injury for reasonable periods of time that the employee's attendance may be necessary for additional relationships listed in MN Statute 181.9413 Subd a. A doctor's statement may be requested to verify the need for an absence.

Subd. 10. Death in the immediate family of the teacher may also be included as authorized sick leave. "Immediate family" for this clause is defined as a teacher's spouse, children, grandchildren, parents, grandparents, brother or sister, aunt or uncle, or step equivalent or spouses' equivalent. In the event of the death of a colleague or student in the district, the administration will make every effort to accommodate those who wish to attend the funeral and the leave day shall not be charged against the teacher's sick leave accrual. Death of a close personal friend of the teacher may also be included as authorized sick leave to a maximum of one sick leave day per school year.

Subd. 11. A teacher who becomes injured while performing duties as a teacher, and thus becomes eligible for benefits under workers' compensation provisions, may elect to use sick leave on a prorated basis in order to maintain the level of income earned prior to the injury. Such use of sick leave shall continue until available sick leave has been exhausted. Further, such use of sick leave shall not result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee.

Subd. 12. A teacher who is covered by this Agreement and employed less than full-time shall earn and have sick leave deducted on a prorated basis. For record keeping purposes, part-time teachers shall have their sick leave recorded on an hourly basis.

## Section 2. Personal Leave:

Subd. 1. A full-time teacher shall be granted personal leave of three days per school year. Upon completion of 19 years of teaching service, a full-time teacher, including community education, shall be granted personal leave of four days per school year. Hourly teachers in community education earn personal leave at a rate of one hour for every 100 hours worked. The days used are not to be deducted from any other leave category. No reason need be stated for such leave.

Subd. 2. Such leave shall be requested at least three contract days in advance. The superintendent or designee may waive this clause provided there is sufficient reason.

Subd. 3. Excluding teachers in community education, no more than 5% (rounded up to the next number) of teachers per building per day may be granted personal leave. The superintendent or designee may waive this clause provided

there is sufficient reason. For the purpose of this section all teachers will be assigned to a building. The School District will develop a list of teacher assignments and share it with the Association. In the event that a teacher notifies the building principal at least 10 calendar days in advance that the personal leave day will be used for the observance of a religious holiday, such day shall not count against the 5% daily limit.

Subd. 4. Personal leave shall not be awarded during the first three student contact days and the last five student contact days of the school year. A maximum of one personal leave day per teacher per year may be awarded on district/building staff development days as are designated on the calendar. The superintendent or designee may waive this clause provided there is sufficient reason. If the superintendent or designee waives the clause for the second district/building staff development day, the teacher will submit a plan for acquiring missed staff development training/information via their administrator.

Subd. 5. In the event it is necessary for a teacher to be absent from duty during the first three student contact days of the school year or the last five student contact days of the school year, second district/building staff development day, and the superintendent or designee does not deem the reason to be sufficient to utilize the clause to waive in Subd. 4, a teacher may be granted Substitute Deduct leave. Substitute Deduct leave may be granted provided the teacher has the days available and substitute teachers are available and the teacher certifies the request is only for activities that must be conducted during the contract day. On student contact days of a substitute deduct absence, the teacher's daily pay shall be reduced by the full daily cost of the substitute teacher for each day in question.

Subd. 6. A teacher who has exhausted their personal leave day accrual may request or be granted, in the event of an emergency, unpaid leave. Upon approval, the teacher's daily rate of pay (salary/184) as well as the full daily cost of the substitute teacher will be deducted from their salary.

Subd. 7. Unused personal leave days shall automatically roll to the next year to a maximum accumulation of five days. Unused personal days over the maximum accumulation shall be paid out at the end of the school year at the substitute teacher pay rate. A teacher cannot borrow from personal leave allocation for the next year.

Subd. 8. A teacher who is covered by this Agreement and employed less than full-time shall earn and have personal leave deducted on a prorated basis. For record keeping purposes, part-time teachers shall have their personal leave recorded on an hourly basis.

Section 3. Military Leave: Military leave shall be granted to a teacher in accordance with applicable Minnesota law.

Section 4. Association Leave: Beginning with each two year contract, the Association shall be credited with 42 contract days to be used by teachers who are officers or designee of the Association. This is a pool of days to be used over the two years covered by the contract. Such leave shall be with pay and shall be used as authorized by the Association President. The Association agrees to notify the superintendent or designee at least 48 hours prior to the date for intended use of such leave. Substitute teachers shall be provided for persons on Association leave with no cost to the individual teacher on leave or to the Association. The Association President will receive one period release time from duties, the cost of which will be shared equally by the Association and the School District.

Section 5. Child Care Leave:

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

Subd. 2. A teacher making application for child care leave shall inform the superintendent or designee in writing of intention to take the leave at least three calendar months before commencement of the intended leave. Commencing on the date of birth, the School District shall grant teachers giving birth up to six continuous calendar weeks or the number of weeks recommended by the physician. The School District shall allow teachers to use any accrued sick and/or personal leave for this leave, the remainder of which shall be unpaid, except as provided under the Family Medical Leave Act (FMLA) (Section 7). Sick leave may not be used on non-contract days. Non-contract days, such as breaks, holidays, summer, and weekends count toward continuous calendar weeks. This

leave may be extended under FMLA leave and extension of this leave through the end of the school year; the request shall be granted on an unpaid basis.

Subd. 3. The School District, after consultation with the teacher, may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, provided this does not affect the health or safety of the mother or child.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, including sick leave for the period of disability, the School District shall not in any event:

A. Grant any leave more than 12 months in duration.

B. Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 5. A teacher returning from child care leave shall be reemployed in a position for which the teacher is qualified unless previously discharged or placed on unrequested leave.

Subd. 6. A teacher returning from child care leave shall verify their intended return date with the Human Resources Office one week prior to their return.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this section may constitute grounds for initiation of the process for termination in the School District in accordance with M.S. 122A.40, unless an extension of the leave is reached by mutual agreement.

Subd. 8. The parties agree to the applicable periods of probation for teachers as set forth in M. S. 122A.40. The period of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall accrue additional experience credit or leave time provided at least half of the number of teacher contract days of continuous teaching service takes place during the school year of the leave.

Subd. 10. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

#### Section 6. Adoption Leave:

Subd. 1. The School District shall grant an adoption leave to any teacher who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried teachers, regardless of gender.

Subd. 2. Upon learning of the actual date of home placement, the teacher shall submit a written application for adoption leave to the School District, including commencement date and return date. Adoption leave will commence at the date of home placement, and may be for a period of up to one year, as mutually agreed upon between the teacher and the School District prior to such leave.

Subd. 3. The teacher returning from adoption leave shall be reemployed in a position for which the teacher was qualified prior to the leave, providing the teacher returns on the date designated on the request for leave which was approved by the School District unless an extension of the leave is reached by mutual agreement.

Subd. 4. The provisions of Article VIII, Section 5, Subds. 7, 8, 9, and 10 shall apply.

Subd. 5. A teacher shall be allowed to take up to 30 days of leave to be subtracted from sick leave upon the arrival of his/her adopted child.

Section 7. Family Medical Leave: In accordance with the Family and Medical Leave Act (FMLA), eligible teachers are entitled to 12 weeks of unpaid leave in a 12 month period. Non-contract days, such as breaks, holidays, summer and weekends shall not count toward the 12 weeks.

Subd. 1. Eligibility: Over the prior 12 months, teachers must have worked for the School District for at least 110 teacher contract days on a .75 FTE contract or greater.

Subd. 2. Reasons: FMLA leave shall be granted for any of the following reasons:

- A. The birth of a child and to care for the newborn child or the placement of a child with the teacher for adoption or foster care.
- B. To care for the teacher's seriously ill parent, spouse or child.
- C. The teacher's own serious health condition that would preclude the teacher from working.

Subd. 3. Payment: Teachers shall be able to use accumulated personal leave days for unpaid FMLA leave days.

Subd. 4. Eligible FMLA leave will not run concurrently with Child Care and Adoption Leave.

Subd. 5. Spouses who work for the School District shall be allowed a combined total of 12 weeks unpaid FMLA leave during any 12 month period for the birth or adoption of a child, or to care for a seriously ill parent. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District who is seriously ill, to care for a child with a serious health condition, or to care for the spouse's own serious illness.

#### Section 8. Sick Leave Bank:

Subd. 1. Teachers who have a significant illness or a spouse/child/step-children with a significant illness shall be allowed to utilize days from the annual sick leave bank. A significant illness is defined as a medical/psychological condition that would cause the teacher to be absent 30 contract days or more from his/her teaching duties and is a situation that requires immediate attention. A medical certificate from a qualified physician/psychologist is required as evidence of illness in order to qualify for the sick leave bank. A teacher who is covered by this agreement and employed less than full-time shall be able to utilize the sick leave bank on a prorated basis as defined in Article VI, Section 5, Subd. 3.

Subd. 2. Employees shall be offered the opportunity to join the sick leave bank at the time of their initial employment, or upon reaching eligibility, or upon reaching continuing contract status. Teachers on leave, who are members of the sick leave bank, will be allowed to rejoin the sick leave bank upon their return.

Subd. 3. Requirements for Continued Membership: The sick leave bank shall be replenished by a one or two day donation of unused sick leave by individual teachers. Members may decide on a one or two day donation. In order to retain eligibility, a member must donate either one or two days upon request, at such time when the sick leave bank is reduced to 60 days or less, unless the member chooses not to participate further in the sick leave bank, in which case that member would forfeit any future access to the sick leave bank.

Subd. 4. Those teachers ending the year with the maximum allowed accumulative sick days of 170 will have placed any unused sick days from the preceding year, up to a maximum of four days, into the sick leave bank.

Subd. 5. To qualify for the sick leave bank, a teacher enrolled in Retirement Plan B must have no more than three days of sick leave left, with the option of turning their accumulated personal leave days into sick leave days. Those teachers in Retirement Plans A or C must have no more than 33% of their possible total accumulation (PTA) of sick leave left. (Example: 12 years employee:  $12 \times 12 = 144$  PTA  $\times .33 = 48$  days). Teachers in Retirement Plans A and C who have been employed 15 or more years must have no more than 60 sick days left.

Subd. 6. Eligibility will be jointly administered by the superintendent or designee and two representatives of the Association, one of whom will be a Chief Negotiator for the Association.

Subd. 7. Eligibility decisions are not subject to the grievance procedures.

Subd. 8. Sick leave bank days shall be awarded in 30 contract day blocks, except up to a maximum of 45 contract days when a teacher may use the exact number of contract days to reach the end of the school year. If there are 10 or more contract days remaining, access to the sick leave bank may be granted.

Subd. 9. If, during the 30-day block, the individual is able to return, the individual will be allowed to return. The unused sick leave bank days will be returned to the sick leave bank.

Subd. 10. No teacher shall be eligible to receive more than 90 total sick leave bank days during any five year period, with year one starting with the contract year in which the first sick leave bank days were accessed. If the teacher again qualifies for the use of sick leave from the sick bank after 90 days have been used and teacher's sick leave has been depleted, the teacher will be allowed to use enough leave from the sick leave bank to qualify for Long Term Disability (LTD). Teachers with a significant illness, who have exhausted their sick leave and sick leave bank option, will be required to participate in the School District's Long Term Disability insurance program. Any teacher on LTD, or who has been terminated and is on LTD, shall continue to receive the same medical benefits as a retiree for as long as they remain on LTD.

Subd. 11. Teachers in community education who earn sick leave will be eligible to participate in the sick leave bank under the same conditions as non-community education teachers.

Section 9. Sabbatical Leave: A sabbatical leave of one year or part of a year may be granted upon request to a full-time teacher for the purpose of professional advancement, subject to the following provisions:

Subd. 1. To be eligible for sabbatical leave an individual shall have taught seven complete full-time years in the School District. The School Board may utilize the recommendation of an established Staff Development Committee in reviewing sabbatical leave recipients. On such a committee, no teacher nor administrator shall vote on the application of a teacher within his/her building.

Subd. 2. A sabbatical leave may be granted for the purpose of professional improvement to enable the teacher to make a contribution to the improvement of the instructional program of the School District.

Subd. 3. Applications for sabbatical leave shall be filed with the superintendent or designee on or before January 15 for leaves granted beginning the next contract year. The application shall contain a detailed description of the intended program and the expected benefit to the School District. Applicants shall receive written notification of the disposition of their requests by May 31. The proposed program must be approved in advance by the Superintendent and the School Board.

Subd. 4. Teachers applying for competitive teacher enhancement programs (Einstein, Fullbright, or similar) shall apply for and be notified the School District has granted the sabbatical leave prior to commencement of the application process.

Subd. 5. The number of teachers on sabbatical leave shall be limited to a maximum of 2% of the full-time teachers. If the number of requests exceeds the limitations, priority shall be given on the basis of need for meeting resident requirements for study, contribution to the School District, length of service, and the equitable distribution of leaves among the various departments of the School District. However, it is understood that the School Board reserves



the right to refuse to grant any and all sabbatical leaves if, in the judgment of the School Board, such leaves should not be granted, for financial or any other reasons.

Subd. 6. The teacher shall select from one of the following forms of allowance:

- A. One-half the basic contract salary of the individual for the school year during which the leave takes place and a full basic contract salary for the school year following the leave.
- B. Three-fourths the basic contract salary of the individual for the school year during which the leave takes place and 3/4 the basic contract salary for the school year immediately following the leave.

Subd. 7. Teachers granted sabbatical leave shall retain leave days accumulated prior to sabbatical leave, but shall not accrue additional leave for the period of time that a teacher is on sabbatical leave. A teacher is eligible to continue his/her group insurance benefits, including School District contribution during the time of the sabbatical pursuant to Article VIII provided that the teacher makes arrangements to remit to the School District the teacher's share, if any, of any premiums due. A teacher returning from sabbatical leave and completing all the required components of his/her program shall receive service credit (step advance) for the year of the sabbatical leave. Applications for lane changes may be submitted during the year of the sabbatical leave to be applied to the year that the teacher returns to an active work status.

Subd. 8. A teacher who is granted a sabbatical leave must return to teach in the School District for two complete school years following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity, determined by a physician, before the expiration of the two school year service requirement, they shall pay back to the School District, a prorated part of the sabbatical allowance which was provided. If placed on unrequested leave, each year on unrequested leave shall count towards the service requirement.

Subd. 9. Upon returning to active work status, the teacher will submit a written presentation to the School Board of the project completed during the sabbatical year.

Subd. 10. Upon expiration of the sabbatical leave, the teacher shall return to the teaching position they occupied immediately prior to the leave. If the position the teacher occupied immediately prior to the leave has been discontinued and there is no mutual agreement on an alternative position, the teacher may be assigned by the superintendent or designee to any position for which the teacher is qualified.

Subd. 11. Applications for second sabbatical leaves will only be considered if:

- A. The applicant has been employed seven complete full-time years since the return from the first sabbatical leave, and
- B. The number of approved first sabbatical leaves for the coming school year is less than the allowable percentage of full-time teachers to be on sabbatical leave in a given year.

Subd. 12. Applications will be received annually.

Subd. 13. If, in its discretion, the School Board grants a sabbatical leave, it may be contingent upon the ability of the School District to secure a qualified substitute.

Section 10 Judicial Duty: For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal or civil court case, the said employee shall receive their regular compensation and other benefits, less the amount received by them as jurors or witness fees. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the building administrator is required to permit the scheduling of a substitute, if required. An employee is also required to notify the building administrator upon being excused from judicial duty.

## **ARTICLE IX**

### **UNREQUESTED LEAVE OF ABSENCE**

**Section 1. Purpose:** The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10 which policy, when adopted, shall constitute a plan of unrequested leave because of discontinuance of a position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

**Section 2. Definitions:**

**Subd. 1.** "Seniority" means full-time, continuing contract, qualified teachers commencing with the first day of actual service in the School District and shall exclude probationary teachers, part-time teachers who spend less than 50% of a school year in employment, and those teachers who are acting incumbents for teachers on authorized military or other leaves of absence. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the School Board and the teacher without interruption of regular service, shall retain the teacher's original seniority date.

**Subd. 2.** Part-time teachers who spend 50% or more of the school year in employment in the School District shall be placed on the regular seniority list. Those teaching less than 50% shall be placed on a separate list for part-time employees. Upon receiving a full-time assignment, part-time years of service will be counted as full-time years.

**Section 3. Establishment of Seniority List:**

**Subd. 1.** The School District shall annually, by November 30, cause a seniority list (by name, date of employment, qualification and fields or subject matter licensed) to be prepared from its records. It shall thereupon post such a list in an official place in each school building of the School District.

**Subd. 2.** Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have 10 contract days from the date of posting to supply written documentation/proof and to submit a request for a change in the seniority list to the School District and the Association President.

**Subd. 3.** Within 10 contract days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes as is deemed warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter, the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

**Section 4. Unrequested Leave of Absence:**

**Subd. 1.** The School Board may place on unrequested leave of absence such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five years, after which the right to reinstatement shall terminate, provided the teacher's right to reinstatement shall also terminate, if the teacher fails to file with the School District by April 1 of any year a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

**Subd. 2.** Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons thereof, without the necessity for any hearing applicable to termination, except that a hearing may be provided at the written request of the teacher to show any violation of this policy. Such written request for a hearing must be received by the School Board within 10 days after the teacher received notice of placement on unrequested leave of absence.

Subd. 3. Teachers shall be placed on unrequested leave in inverse order of seniority in the field and subject matter qualified. Such teachers shall not be permitted to apply or exercise their seniority in any other subject matter or field than the one in which they are qualified. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same field and subject matter qualified except as described by teachers on special assignment.

Certain Teacher on Special Assignment positions (TOSA) within the Teacher Bargaining Unit (for example but not limited to STEM Specialist, Technology Integration Specialist, Digital Learning Specialist, Facilitator of Instruction, and Literacy Coach) require additional competencies, specialized training, specialized knowledge and/or mastery of specific skills. It mutually benefits the School District and the Association when these positions are filled through a competitive interview process and when classroom teachers apply and are selected for these positions. As such, no Association member can exercise seniority to claim these TOSA positions or force a realignment of another Association member into one of these positions. The School District and Association agree that there is an inherent value in TOSA teachers returning to regular classroom duties after serving in these TOSA positions.

Subd. 4. The provisions herein shall not apply if it will result in any violation of the School District's affirmative action program which shall include ethnic, race, color or sex; and any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purpose of such affirmative action program.

Subd. 5. In the event of a staff reduction, action affecting teachers whose first date of employment commenced on the same date and have equal seniority, the selection of the employee for purpose of discontinuance shall be based upon the license file folder number, whereby the teacher with the lower license file folder number will be deemed to have more seniority.

Subd. 6. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

## Section 5. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District in a subject matter or field while any qualified teacher in such subject matter or field is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to a position for which they are qualified. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

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

Subd. 3. If a position as provided in Subd. 1 above, becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher, who shall have 10 days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the School District within such 10 day period, it shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement rights shall automatically cease five years from the date unrequested leave was commenced and no further rights to reinstatement shall exist, unless extended by written mutual consent with each qualified teacher.

## Section 6. Definitions for Community Education:

Subd. 1. “Subject matter or field” shall mean teachers in the following separate categories: ABE/ESL Early Childhood Family Education, School Readiness, Parent Educator, Family Educator, or Pre-School/Wee Tigers.

Subd. 2. Teachers will be qualified by having teaching licensure in the subject matter or field taught and by having successfully taught in such subject matter or field within the past five years in the School District.

Subd. 3. When program reductions occur, teachers shall be laid off in inverse order in which they were employed by the School District in the subject matter or field in which they are qualified.

## Section 7. Establishment of Seniority List for Community Education:

Subd. 1. The seniority within the Early Childhood Family Education, School Readiness, Pre-School and ABE/ESL programs will only count toward positions within the Early Childhood Family Education, School Readiness, Pre-School/Wee Tigers and ABE/ESL programs.

Subd. 2. Early Childhood Family Education/School Readiness, Pre-School Wee Tigers and ABE/ESL teachers shall not earn seniority toward any position in the Early Childhood Special Education Pre-School program or the K-12 program.

Subd. 3. Teachers employed in the Early Childhood Special Education Pre-School or the K-12 program shall not have any seniority within the Early Childhood Family Education, School Readiness, Pre-School/Wee Tigers or ABE/ESL programs.

Subd. 4. Separate Seniority Lists will be kept for full-time and hourly teachers in the categories listed in Section 7, Subd. 1.

Section 8. Effect: This article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by the Agreement or other Agreement affecting such licensed employee.

## **ARTICLE X** **HOURS OF SERVICE**

Section 1. Basic Day: The basic teacher's day, inclusive of lunch except for community education teachers, shall be eight hours.

Subd. 1 On professional development days where the day exceeds 8 hours, a 90 day notification will be required. In lieu of extended time teachers will be released from a designated professional development day. Building administrators and teachers will work cooperatively to plan professional development activities in their building.

Subd. 2 Flexible Learning Days: When the district implements district wide flexible learning days for 2023-2024 and 2024-2025 school years, flexible learning will be defined as an extension of classroom instruction with a reasonable amount of time to complete the work assigned and opportunity for teacher/student interaction during the day. The first two hours of the day may be focused on the district/building strategic initiatives and the remainder of the day teachers will be available to students during the regular hours of service. When not working with students, the teacher will fulfill professional responsibilities. In the event that a flexible learning day is declared due to unforeseen circumstances, please see Article XI.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board. A teacher may request a 15 minute adjustment to their work schedule in accordance with established School District policy.

Section 3. Duty Free Lunch: All teachers, except for community education teachers, shall have a duty free, uninterrupted lunch period of not less than 30 minutes.

Section 4. Additional Activities: In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School District, subject to established compensation. Duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the principal, superintendent or School Board.

Teachers required to participate in pre-assessment days before the student school year begins will have said days released during the final week of the school year.

Section 5. Emergency Substitution: In instances where a teacher is required to substitute for another teacher during hours where they are not usually scheduled to teach they will be compensated at \$60 per hour. In instances when the district nurse is required to substitute for a building nurse, the district nurse will be compensated at \$60 per day.

In instances where an elementary teacher is absent, was unsuccessful in securing a substitute teacher and the students are split among multiple teacher classrooms, those teachers will split the regular daily substitute rate of pay that would have otherwise been paid to the substitute teacher.

Section 6. Itinerant Teachers: Teachers who have assignments in more than one building shall have contract days comparable to other full-time staff. Full-time itinerant teachers shall work continuous hours within their established contract day. Travel time shall be in lieu of duty/team planning (full period).

Section 7. Preparation Time:

Subd. 1. Each full-time teacher will be scheduled for at least 50 minutes of daily preparation time during the student contact time. The School District shall provide preparation time in usable blocks of time, insofar as practicable of at least 25 minutes in length.

Subd. 2. Preparation time for part-time teachers shall be prorated.

Section 8. Special Education Due Process Time: Full time special education teachers shall be entitled to a 25 minute block of time (pro-rata for part time teachers) on student days in order to meet the requirements of their professional responsibilities related to due process. It is recognized that this block of time is not an individual teacher's prep time and may be occasionally interrupted due to student emergencies.

Section 9. Hours of service as applies to teachers in Community Education instead of sections 1-8 which do not apply:

Subd. 1. Hours of Work for teachers in community education: All positions will have flexible hours that may include evening assignments and/or occasional weekend events. The flexibility is critical to the success of the programs by allowing them to meet the scheduling needs of their clients. Schedules will be developed by the coordinator at the start of each programming period so that all teachers are aware of their schedule for the period. Every effort will be made to match teaching schedules with the personal preferences of teachers, within the limits of providing program services. Hourly teachers hours may be added or reduced during the course of a programming period depending upon enrollments or other needs.

Subd. 2. Preparation Time: Teachers will be scheduled for preparation time according to the following ratios:

- o One unit prep for each five units taught (e.g. 12 min. prep for 60 min class) ABE/ESL Teachers
- o One unit prep for each four units taught (e.g. 15 min. prep for 60 min class) Early Childhood Family Education, School Readiness and Pre-School/Wee Tigers

The coordinators may authorize additional preparation time for other work at their discretion on a pre-approved basis. This may include such projects as curriculum writing, equipment cleaning, room decoration, etc.

Subd. 3. Stretch Calendar for Teachers in Community Education: To meet programmatic needs, the

schedule for full-time positions may be adjusted to include summer weeks as long as this change does not cause the employee to work more than 36 weeks

Subd 4. Hourly community education teachers will receive an additional four (4) minutes of paid administrative time for each hour worked.

## **ARTICLE XI**

### **LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Contract Days: Pursuant to M.S. 120A.40, the School Board shall, prior to May 1 of each school year, establish the number of school days and teacher contract days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school.

Section 2. Emergency Closings: In the event of a teacher contract day lost for any emergency, the teacher shall perform duties on that day or other such day, in lieu thereof, as the superintendent or designee shall determine, if any, or as designated in the school calendar.

Section 3. Daily Rate of Pay: Should it become necessary to calculate a teacher's daily rate of pay, such calculations shall be according to the following formula:

$$\frac{1}{\text{Teacher Contract Days}} \times \text{Basic Compensation} = \text{Daily Rate of Pay}$$

Section 4. There will be 184 teacher contract days in the 2023-2024 school year, consisting of 174 student contact days and 10 non-student contact days. There will be 184 teacher contract days in the 2024-2025 school year, consisting of 174 student contact days and 10 non-student contact days for teachers not conducting required READ Act training. Teachers participating in READ Act training in 2024-2025 will have 184 teacher contract days and may have less than 174 student contact days, but no less than what is required by MN statute. New teacher contract days shall be 186 days, to include two new teacher orientation days. Beginning in the 2014-2015 school year, new teachers will be compensated at the daily substitute teacher rate of pay for these two orientation days worked. For new teachers, the daily rate of pay calculations shall be based on 184 contract day calendar. Special Education and Curriculum (TOSA's) may adjust the 184 contract day working calendars of their teachers, in accordance with the job posting.

Section 5. In the event of energy shortage, severe weather, or other emergency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four day week with increased hours per day but the total weekly hours not more than the regular five day week. Leave days will be credited to the teacher.

#### Section 6. Cyber Security

In the event of a cyber attack on the school district technology systems which renders the district unable to provide services as stipulated in Article VI, Section 4, the School District shall meet with union representatives as soon as possible to discuss alternate payroll delivery options. In addition, the parties will discuss the need for and options for reasonable credit monitoring.

Section 7. Stretch Calendar for Teachers in Community Education: To meet programmatic needs, the schedule for full-time positions may be adjusted to include summer weeks as long as this change does not cause the employee to work more than 36 weeks. The specific composition of the 184 day calendar and timelines may differ from k-12 in order to meet programmatic needs.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

**Section 1. Grievance Procedure:** A "grievance" shall mean an allegation by a teacher or the Association resulting in a dispute or disagreement between the teacher or the Association and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. When the grievances are filed by the Association, the sole authority for processing such grievances rests with the Association. A grievance, when filed at Level I by a teacher, shall be defined as a teacher grievance. When filed at Level I by the Association, it shall be defined as an Association grievance.

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

#### **Section 3. Definitions and Interpretations:**

**Subd. 1. Extension:** Time limits specified in this Agreement may be extended by mutual agreement. By mutual agreement, parties may waive any of the levels specified in Section 5.

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

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

**Subd. 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 Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a 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 the alleged grievance informally between the teacher and the School District.

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

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the School District shall give a written decision on the grievance to the parties involved within 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 10 days after receipt of the decision in Level I. If a grievance is properly appealed, the superintendent or designee shall set a time to hear the grievance within 10 days after receipt of the grievance. After the appeal is heard, the superintendent or designee shall issue a decision in writing to the parties involved within 10 days.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 10 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 15 days after receipt of the appeal. Within 15 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notify the parties of its intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Grievance Mediation: A member of the Association and the School District may, if mutually agreed, have the option of requesting Grievance Mediation by the Bureau of Mediation Services (BMS) prior to arbitration of the grievance procedure. Timelines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process shall be automatically resumed by requesting arbitration within 10 days of impasse. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party to the dispute during arbitration. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn without prejudice by the moving party.

Section 9. Arbitration Procedures: In the event that the teacher/Association and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be signed in writing by the aggrieved party/Association, and such request must be filed with the superintendent within 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 which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request BMS to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within 10 days after request for arbitration. The request shall ask that the appointment be made within 10 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of 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 issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo (new facts).

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 15 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. of 1971.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration



in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matter of inherent managerial policy, which shall exclude, but 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, selection and direction and number of personnel. In considering any issue in dispute in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

### **ARTICLE XIII** **DISCIPLINE**

**Section 1. Discipline:** The purpose of this Article is to set forth the procedures for and the conditions under which employees may be disciplined. All discipline shall be subject to the grievance procedure, except as modified herein. All discipline administered shall have remediation as its goal, except in cases of termination.

**Section 2. Progressive Discipline:** Any documentation of an oral or written reprimand must be submitted to Human Resources office within 20 contract days of the reprimand and a notice given to the teacher. Discipline shall normally occur in the following sequence, however the School District can apply appropriate levels of discipline when egregious acts occur:

**Subd 1. Oral Reprimand:** An oral reprimand shall only be given to a teacher in the presence of an Association representative, unless the teacher waives that right. Oral reprimands will not be given in the presence of other employees, students, or the public.

**Subd 2. Written Reprimand:** A written reprimand shall become part of the teacher's personnel file, as determined necessary. Prior to placement in the personnel file, the teacher shall be presented with a copy of the written reprimand, with written notification sent to the Association president.

**Subd 3. Suspension with Pay:** A teacher will receive paid salary in the event of a suspension where there is an ongoing investigation, but no decision has been reached on the status of the teacher, or the School District's decision in the case.

**Subd 4. Suspension without Pay:** A teacher may be suspended without pay for just cause provided that the first two steps in this procedure have not remediated the conduct of the teacher or the conduct was so egregious that it warranted moving to suspension without pay immediately. The Human Resources Office shall give written notice of the suspension to the teacher and the Association president, describing the reasons for the suspension.

**Section 3. Notice and Hearing:** Suspension shall take effect upon written notification from the School District to the teacher stating the grounds for the suspension, together with a statement that the teacher may make a written request for a hearing before the School Board to review the suspension within five days after receipt of such notification. Within five days after receipt of this notification, the teacher may make a written request for hearing before the School Board to review the suspension. If no hearing is requested within such a period, the suspension shall be deemed accepted by the teacher. The decision of the School Board is subject to the grievance procedure commencing with Article XII, Section 8.

**Section 4. Effective Date:** The suspension shall take effect either upon completion of the procedure set forth in Section 2 above or upon the failure of the teacher to comply with the procedure set forth in Section 2 above.

**Section 5. Immediate Suspension:** A suspension without pay shall take effect immediately pending an immediate discharge instituted pursuant to M.S. 122A.40, Subd. 13.

**ARTICLE XIV**  
**SEVERANCE PAY**

Section 1: For the purpose of Article XIV, a teacher is eligible if considered full-time as defined under Article VI, Section 5, Subd. 3 or Article VI, Section 6, Subd 3.

Section 2: Plan A:

Subd.1. Full-time teachers with 10 or more years of experience in the School District as of July 1, 1998, who have completed at least 20 years of continuous service with the School District who are at least 55 years of age shall be eligible for pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. A leave of absence shall not constitute a break in continuous service for the purpose of this section. However, the period of such leave of absence shall not count toward the 20 years of continuous service as set forth in this section. Full-time teachers with 10 or more years of experience as of July 1, 1998, in the School District who failed to enroll in a plan prior to October 1, 1998, were automatically enrolled in Plan A.

Subd. 2. A teacher shall be eligible to receive severance pay upon his/her retirement in the amount obtained by multiplying 90% of the teacher's unused number of sick leave days, but in any event not to exceed 120 days, times his/her daily rate of pay.

Subd. 3. In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.

Subd. 4. Once enrolled in a plan, a teacher must remain enrolled in that plan for the remainder of their employment by the School District.

Subd. 5. Plans A will end when the School District no longer employs the last enrollee.

Section 3: Plan B:

Subd. 1. Full-time teachers with less than 10 years experience as a full- or part-time teacher in the School District as of July 1, 1998, and all full-time teachers hired after this date will automatically be enrolled in Plan B.

Subd. 2. Effective July 1, 1998, in accordance with applicable state and federal laws, rules, regulations, each teacher in this plan will be eligible for a matching contribution by the School District to a 403(b) Tax Sheltered Annuity according to the schedule in Subd. 4.

Subd. 3. Each year by October 1, full-time teachers as defined in Article VI, Section 5, Subd. 3 and Article VI Section 6 Subd. 3, who have been employed by the School District full or part-time for more than three years shall be eligible to complete and file a salary deduction authorization for their annual contribution to the School District Matching 403(b) Tax Sheltered Annuity Program. As of July 1, 2009, years of teaching in the School District need not be continuous. In a year in which a teacher makes no contribution, the School District shall make no contribution to that teacher's account.

Subd. 4. The School District will match a teacher's contribution to a 403(b) Tax Sheltered Annuity according to the following schedule:

Current year of Teaching in District #192	Maximum Annual School District Matching Contribution
1-3 years	\$0
4-6 years	\$250
7-15 years	\$500
16-25 years	\$1,000
26+ years	\$1,600

Subd. 5. Teachers on leaves for one or more years may not participate in the School District's 403(b) Tax Sheltered Annuity Matching program while on leave. Those teachers on sabbatical leave retain the option of contributing a prorated amount up to 1/2 of the matching program dollars for the duration of their leave.

#### Section 4. Plan C:

Subd. 1. Full-time teachers with 10 or more years of experience in the School District as of July 1, 1998, who have completed at least 20 years of continuous service with the School District who are at least 55 years of age shall be eligible for pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. A leave of absence shall not constitute a break in continuous service for the purpose of this section. However, the period of such leave of absence shall not count toward the 20 years of continuous service as set forth in this section. Full-time teachers with 10 or more years of experience in the School District as of July 1, 1998, who failed to enroll in a plan prior to October 1, 1998, were automatically enrolled in Plan A.

Subd. 2. Teachers who enroll in this plan shall continue to be eligible for the severance pay as governed by Plan A, Article XIV, Section 2, Subdivisions 1 – 5.

Subd. 3. Teachers shall also maintain an account with the School District's 403(b) Tax Sheltered Annuity Matching program and participate as governed by Plan B.

Subd. 4. Teachers who retire from the School District and qualify for severance pay according to Plan A shall have the total severance amount as determined by Plan A and reduced by the total amount contributed by the School District into the teacher's 403(b) Tax Sheltered Annuity account.

Subd. 5. Teachers on leaves for one or more years may not participate in the School District's 403(b) Tax Sheltered Annuity Matching program while on leave. Those teachers on sabbatical leave retain the option of contributing a prorated amount up to 1/2 of the matching program dollars for the duration of their leave.

Subd. 6. Once enrolled in a plan, a teacher must remain enrolled in that plan for the remainder of their employment by the School District.

Subd. 7. Plans C will end when the School District no longer employs the last enrollee.

Section 5. Payment for Plan A and C: Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay directly into a custodial account. The retiree will not receive any direct payment from the School District for severance pay.

The School District's annual contribution into a custodial account must not exceed the IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the School District will make a contribution up to the IRS maximum into a custodial account in the following year(s).

The School District contribution(s), into a custodial account will be made at the effective date of retirement.

The School District will only make contributions to investment vendors that have hold harmless agreements on file with the School District. For purposes of calculating the maximum deferral limit, the School District will provide the retiree with contribution information for the previous 12 months. The retiree will then submit the calculation of maximum deferral from the vendor.

Section 6. Retirement Notification: In accordance with applicable M. S. 122A.40, subd. 7, except as modified by mutual consent, retiring teachers shall notify the School District by written resignation prior to April 1.

Section 7. Retired Teachers Returning to Work Agreement: In accordance with M.S. 354.444, an eligible teacher may enter into an agreement with the School District to return to work.

Subd. 1. All applicable laws, codes and rulings shall be administered in accordance with Minnesota statutes.

Subd. 2. The teacher returning to work, after having retired, is subject to the collective bargaining agreement.

Subd. 3. The returning retired teacher is considered a new employee for continuing contract status, eligible to receive insurance and other benefits as provided under this agreement unless already receiving retiree insurance from a School District. If the employee is receiving retiree insurance at the time of re-employment, that insurance will replace the insurance provision in Article VII.

Subd. 4. The returning retired teacher will not retain any previously earned seniority, however they will accrue seniority as provided within this contract.

Subd. 5. The returning teacher's vertical placement on the salary schedule shall be negotiated between the teacher and the School District and is not subject to the provisions stated in Article VI, Section 3, Subd. 1 of the contract.

Subd. 6. Any returning retired teacher entering into a return-to-work agreement with the School District prior to, on, or after their actual retirement date shall not incur any loss or reduction of severance pay, incentives, or other retirement benefits for which they are eligible upon the initial date of retirement.

Subd. 7. The new teacher orientation duty days as described in Article XI, Section 4 shall be waived for returning retired teachers.

Subd. 8. The returning retired teacher shall not be eligible for the sick leave bank nor sabbatical leave as stated in Article VIII, Sections 8 and 9 respectively.

## **ARTICLE XV** **RETIREE INSURANCE**

Section 1 Purpose: Teachers, excluding those who work in community education, who have completed at least 20 years of continuous service with the School District and who are at least 55 years of age, or have accumulated at least 30 years of eligible MN TRA, shall, upon submission of a written resignation, be eligible to remain in the district group health program and shall remain eligible for the School District's contribution towards single or two-party coverage as defined for active teachers in Article VII, Section 1. The contribution the retiree receives each year toward single or two party health insurance premiums shall be adjusted as the contribution for active teachers is adjusted. A leave of absence shall not constitute a break in continuous service for the purpose of this Subdivision. However, the period of such leave shall not count toward the 20 years of continuous service.

Once the retiree and/or the retiree's spouse is eligible for Medicare, the district contribution will only be made toward the district's Medicare compatible insurance plan for that Medicare eligible participant.

- The contribution for single coverage toward the district Medicare compatible plan will be the highest contribution listed for single coverage in Article VII, Section 1 of the applicable year.
- For two party coverage when both participants are eligible for and enrolled in the district Medicare compatible insurance plan, the contribution shall be up to the highest two party contribution listed in Article VII, Section 1 of the applicable year.
- For two party coverage when one participant is eligible and enrolled in the district Medicare compatible plan and the other non-Medicare eligible participant is enrolled in one of our Plans A, B, or C, the district contribution shall be the two party amount listed in Article VII, Section 1 for the plan in which the non-Medicare participant is enrolled for the applicable year.

Retirees are not eligible to contribute to the district's health savings account plan nor will they receive the district HRA contribution.

Further, such eligibility and contributions for the group health will continue until the School District has made 10 annual contributions. The classification of eligible contributions toward coverage (single or two-party) shall remain in effect during this 10 year period as enrolled at the time of retirement. In the event a teacher retires with single coverage, though eligible for two-party coverage, the teacher will be allowed to retire with single insurance and add their spouse to the remaining 10 annual contributions at the time of the life changing event of the spouse. At the end of the 10 year period, the teacher shall have the right to remain in the existing group health insurance program at their expense.

In the event of the teacher's death, the surviving spouse shall receive continuous coverage for an additional six months at the expense of the School District. At the end of such time, the surviving spouse may choose to remain in the insured group, but only at their expense.

**Section 2. Post Retirement Health Care Savings Plan:** Employees, excluding teachers who work in community education, hired after July 1, 2007, and who are eligible for health insurance coverage will participate in a Post Retirement Health Care Savings Plan (PR-HCSP). Employees hired after July 1, 2007, and teachers in community education, are not eligible for the School District contribution toward retiree health insurance.

Employees under the PR-HCSP and who have completed five full years of employment by June 30 of any year after 2007 and who are eligible for health insurance coverage, will receive \$750 annually for years six through 10 to be placed in the employee's PR-HCSP account. Employees who have completed 10 years of employment by June 30 of any year after 2007 will receive \$1,500 annually for years 11 through 15 to be placed in the employee's PR-HCSP account. Employees who have completed 15 full years of employment by June 30 of any year after 2007 will receive \$2,250 annually for years 16 through 20. Employees who have completed 20 full years of employment by June 30 of any year after 2007 will receive \$2,500 annually for years 21 and beyond. Annual contributions will cease when the School District contributions have reached a total of \$50,000. Employees are not eligible for withdrawal of funds in their PR-HCSP until they have separated from employment with the school district.

Current year of teaching in School District #192	Annual School District contribution
1-5 years	\$0
6-10 years	\$750
11-15 years	\$1,500
16-20 years	\$2,250
21+ years	\$2,500

## **ARTICLE XVI**

### **VACANCIES AND TRANSFERS**

#### **Section 1. Publishing of Vacancies:**

**Subd. 1.** When a permanent vacancy in any professional position covered by this Agreement in the School District shall appear, the School District shall cause to be published an electronic notice of such vacancy. The notice shall be submitted to the Association and copies of the notice shall be e-mailed to teachers. No vacancies shall be filled until notice of such vacancies shall have been posted for at least seven (7) calendar days. The School District may fill vacancies of a temporary nature pending posting of vacancies and processing of applications. Vacancies of a temporary nature, defined as likely to exist for less than a year, need not be posted. This method of notification shall apply for the regular school year.

**Subd. 2.** During the summer months, the superintendent or designee shall notify, in writing, the Association and all teachers who have requested information regarding vacancies in the areas for which they are qualified. All those teachers making written requests to the Human Resources office by May 20 shall be notified of any positions to be filled.

Subd. 3. Excluding those teachers approved by the School Board for non-renewal and long term substitutes. Any teacher possessing the necessary licensure may apply for a vacancy and applicants will be interviewed at least once per year at each teaching level of application. All applications shall be in writing and shall set forth the position and assignment for which the applicant is to be considered.

Subd. 4. Unsuccessful candidates for a position shall be notified within one week of the decision.

## Section 2. Voluntary Transfers:

Subd. 1. Teachers may apply for reassignment to a specified or unspecified location or assignment at any time during the school year.

Subd. 2. Teachers desiring a reassignment shall submit a written request to the superintendent or designee stating the specific assignment or nature of the assignment and school, or schools, preferred, if any. Such requests shall be brought before the appropriate administrative staff. Such requests shall be acknowledged promptly in writing.

Subd. 3. Teachers applying for transfers shall be interviewed for open positions for which they are qualified. The teacher(s) not selected who disagree with the final decision, can request the reason(s) for the decision in writing.

Subd. 4. Applicants for voluntary transfer shall be notified of the status of their application on or before May 20 of the school year in which the request is made.

Section 3. Involuntary Transfers: Teachers to be involuntarily transferred shall be given notice prior to May 20 for transfers to take place in the following school year. Upon request, the superintendent or designee will discuss with the teacher the reasons for the transfer.

Section 4. In-Building/In-Program Transfers: Transfers from one grade and/or subject assignment to another grade and/or subject assignment within the same building or in the special education areas may be accomplished on the basis of licensure and agreement between a teacher who has submitted a written request for transfer and the building principal or program supervisor before those openings are posted. After May 20 any such opening shall be posted and considered a vacancy.

Section 5. Teachers on Special Assignment (TOSA): Positions for TOSA will be posted in accordance with Section 1 of this article. If the position is filled by an internal transfer, the TOSA shall retain rights to return to a position. TOSA may not work a regular school year teacher calendar, but in no event will such position exceed 184 days without additional compensation at the teacher's per diem.

Section 6. Program Assignment in Community Education: Teachers in community education may be assigned to teach at one or more of a program's service delivery locations. If assigned to different locations during any one day, teachers will be reimbursed for mileage between locations at the standard rate but not to the first assigned location or home from their last assigned location of the day. Teacher's assigned location may be changed due to enrollment or programming changes. Coordinators will make every effort to match assigned locations to personal preferences within program limitations.

## **ARTICLE XVII** **DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended, except until a new Agreement has been reached teachers shall be paid the basic amount set forth on their existing individual teacher's contract. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement with the exception of re-opening under the terms and conditions of Schedule Q - Farmington Alternative Teacher Professional Pay System.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

### **LETTER OF UNDERSTANDING I**

It is agreed by both negotiating parties that it is a priority goal of the School District to achieve a salary and benefit structure that is competitive with comparable school districts. The aforementioned study commenced with the 2005-2007 contract and will continue in subsequent contract years.

### **LETTER OF UNDERSTANDING II** **WORK LOAD TASK FORCE**

This Letter of Understanding is entered into between ISD 192 and the FEA.

#### **History:**

A workload committee has been attempting to address the workload and duty day issue as stipulated in the Letter of Understanding in the 2011-2013 agreement.

#### **Task Forces:**

The parties agree to establish an elementary task force and a secondary task force to receive and study workload issues and concerns in ISD 192. The elementary task force will be composed of six members: the FEA President and two elementary negotiators, and three appointees by the Superintendent. The secondary task force will be composed of six members: the FEA President, and two secondary negotiators, and three appointees by the Superintendent. Other individuals may be brought in as resources. The committee will meet four times a year (before school begins and at the end of each trimester as needed).

#### **Process:**

The District agrees to develop a list of expectations for each building, level or department to be shared with teachers. Teachers with specific workload concerns are encouraged to first discuss workload issues with their building administrator or supervisor in an attempt to resolve the issues while considering the workload recommendations and the list of expectations. If issues remain unresolved, or the issue involves a district-wide concern, the teacher may contact the FEA President to bring the issue before the district workload taskforce for their level.

The district work load taskforces will listen to, discuss and possibly offer recommendations as to possible solutions for these issues. The task force is only authorized to make recommendations to the teacher(s), administrator, union and district.

The task forces will submit minutes of the meetings to the negotiating teams as documentation and communication to be discussed in the next round of bargaining.

### **LETTER OF UNDERSTANDING III**

#### **TEACHER EVALUATION**

In order to develop a teacher evaluation and peer review plan for the 2014-2015 school year, the Association and the School District agree to establish a Joint Association-District Teacher Evaluation and Peer Review Design Team. The Association and the School District is responsible for the development of a teacher evaluation and peer review plan for probationary and continuing contract teachers that complies with the requirements of Minnesota law per Minnesota legislative session 2011. In subsequent years, the parties will meet and review the plan as needed.

### **LETTER OF UNDERSTANDING IV**

#### **PUBLIC EMPLOYEES INSURANCE PROGRAM (PEIP)**

If the teachers vote to participate in the state PEIP health insurance program, school district contributions toward such program premiums will be as follows:

- Contribution to Advantage Health Plan will be equivalent to District Plan A
- Contribution toward Value Option will be equivalent to District Plan B
- Contribution toward the high deductible health savings account compatible plan will be equivalent to District Plan C.



### **2023-2024 SALARY SCHEDULE A\***

<b>QTR SEM</b>	<b>BA/BS BA/BS</b>	<b>BA/BS+20 BA/BS+13.3</b>	<b>BA/BS+40 BA/BS+26.6</b>	<b>BA/BS+60 MA/MS BA/BS+40 MA/MS</b>	<b>MA/MS+20 MA/MS+13.3</b>	<b>MA/MS+40 MA/MS+26.6</b>	<b>MA/MS+60 MA/MS+40</b>
1	47,214	48,242	49,417	50,595	51,913	53,231	55,231
2	48,242	49,417	50,595	51,913	53,231	55,231	56,550
3	49,417	50,595	51,913	53,231	55,231	56,550	58,570
4	50,595	51,913	53,231	55,231	56,550	58,570	61,319
5	51,913	53,231	55,231	56,550	58,570	61,319	63,464
6	53,231	55,231	56,550	58,570	61,319	63,464	66,293
7	55,231	56,550	58,017	61,319	63,464	66,293	69,640
8	56,550	57,342	59,486	63,464	66,293	69,640	72,235
9	57,342	58,812	60,955	66,293	69,640	72,235	75,784
10	58,812	60,279	62,424	69,640	72,235	75,784	78,942
11	60,279	61,748	64,478	72,235	75,784	78,942	83,384
12	61,748	63,803	67,138	75,784	78,942	83,384	87,610
13	63,803	66,464	71,322	78,941	83,384	87,610	91,473

LONGEVITY After step 13 through step 20 + \$450. LONGEVITY Step 21 and after + \$500

Educational Specialist = MA/MS+60 (quarter) MA/MS + 40 (semester) + \$2500

Ph.D/D.Ed = MA/MS+60 (quarter) MA/MS + 40 (semester) + \$3500

National Board Certification = + \$1000

\* Retro Pay for 2023-2024 school year will be for half year (92 days)

### **2024-2025 SALARY SCHEDULE B**

<b>QTR SEM</b>	<b>BA/BS BA/BS</b>	<b>BA/BS+20 BA/BS+13.3</b>	<b>BA/BS+40 BA/BS+26.6</b>	<b>BA/BS+60 MA/MS BA/BS+40 MA/MS</b>	<b>MA/MS+20 MA/MS+13.3</b>	<b>MA/MS+40 MA/MS+26.6</b>	<b>MA/MS+60 MA/MS+40</b>
1	50,000	50,655	51,887	53,125	54,508	55,893	57,993
2	50,655	51,887	53,125	54,508	55,893	57,993	59,378
3	51,887	53,125	54,508	55,893	57,993	59,378	61,498
4	53,125	54,508	55,893	57,993	59,378	61,498	64,385
5	54,508	55,893	57,993	59,378	61,498	64,385	66,637
6	55,893	57,993	59,378	61,498	64,385	66,637	69,607
7	57,993	59,378	60,918	64,385	66,637	69,607	73,123
8	59,378	60,210	62,460	66,637	69,607	73,123	75,847
9	60,210	61,753	64,003	69,607	73,123	75,847	79,573
10	61,753	63,293	65,545	73,123	75,847	79,573	82,889
11	63,293	64,835	67,702	75,847	79,573	82,889	87,553
12	64,835	66,993	70,495	79,573	82,889	87,553	91,990
13	66,993	69,788	74,888	82,888	87,553	91,990	96,047

LONGEVITY After step 13 through step 20 + \$450. LONGEVITY Step 21 and after + \$500

Educational Specialist = MA/MS+60 (quarter) MA/MS + 40 (semester) + \$2500

Ph.D/D.Ed = MA/MS+60 (quarter) MA/MS + 40 (semester) + \$3500

National Board Certification = + \$1000

Occupational Therapists (OT)/Speech Language Pathologists (SLP)=MA/MS+60 (quarter) MA/MS+40 (semester)

## **Schedule Q – Farmington Alternative Teacher Professional Pay System (FATPPS)**

As a result of the collaborative effort between the Farmington Education Association (FEA) and Independent School District 192, a successful alternative compensation plan was submitted and approved by the Minnesota Department of Education. This plan received FEA voter approval and subsequent Board of Education approval on September 29, 2006.

Continuance of the FATPPS and its future will be determined through the negotiations process, actions by the Minnesota Department of Education and/or the State of Minnesota.

In order to successfully move along the FATPPS 2023-2024 and 2024-2025 salary schedule, each FATPPS teacher will be evaluated/reviewed/observed on an annual basis by one or more of the following: Peer Coach/FIS/Grade Level Coordinator/Department Coordinator/Mentor/Principal with two satisfactory (basic) performance evaluations based on the criteria established in the Farmington Framework for Instruction.

Upon approval of a completed Individual Growth and Development Plan (IGDP) aligned with district and building goals, each teacher shall receive an amount not to exceed \$1,300.

All teachers will complete the Farmington Framework for Professional Development Goal Sheet which will be the basis for monitoring progress of district and building goals.

Upon approval of a completed IGDP Reflection Portfolio, aligned with district and building goals, each teacher shall receive an amount not to exceed \$500.

In addition, principals will be responsible for evaluation of probationary staff in accordance with M.S. 122A.40.

Teachers must submit programs for lane advancement, for review and approval by the designated central office administrator, prior to commencement of the coursework. Programs submitted for approval must include a general description of the coursework to be taken and the relevance of such coursework to the teacher's assignment.

Any teacher may also be granted additional compensation for serving as a Mentor, Peer Coach, Facilitator of Instructional Support, Data Team Liaison, Department Coordinator, Grade Level Coordinator, Specialist Coordinator or FATPPS Committee Member.

Department Coordinators, Grade Level Coordinators, Specialists Coordinators, and Data Team Liaisons will support the district and building in promotion and maintenance of district curriculum, instruction and assessment policies and procedures. Provide two-way communication among district, building and department through vertical teaming, curriculum mapping, and standards implementation. Facilitate and monitor implementation of district curriculum. Participate in district and building curricular and leadership meetings (IPR), advisory groups and writing teams, and serves as a communication link between and among schools. Department Coordinators, Grade Level Coordinators and Specialist Coordinators will seek input from peers, building administrators, and FATPPS Committee Members for reflection, professional growth, and observation purposes for their personal success and evaluation process in this position. Each Department Coordinator, Grade Level Coordinator, Specialist Coordinator, Data Team Liaison will receive an amount not to exceed \$1,040.

FATPPS Committee Members will work collaboratively with building principals and one district representative. FATPPS Committee Members will seek input from peers, building administrators, and FATPPS Committee Members for reflection, professional growth and observation purposes for their personal success and evaluation process in this position. Each FATPPS Committee Member will receive an amount not to exceed \$2,170.

Peer Coaches will use the observation tool and rubric associated with the Danielson Frameworks for Effective Instruction. They will receive training including the Charlotte Danielson Framework for Teaching and Reflective Teaching Protocol. Peer Coaches will seek input from peers, building administrators, FATPPS Committee Members for reflection, professional growth and observation purposes for their personal success and evaluation process in this position. Each Peer Coach will receive an amount not to exceed \$2,170.

Mentors will assist new teachers in daily orientation of building and district procedures and provide collegial support throughout the initial year of employment in Independent School District 192. Mentors will seek input from peers, building administrators, and FATPPS Committee Members for reflection, professional growth and observation purposes for their personal success and evaluation process in this position. Each Mentor will receive an amount not to exceed \$1,040.

Facilitator of Instructional Support will provide support for teachers in the 4 Domains of Charlotte Danielson Framework of Teaching, facilitate the creation of Professional Learning Communities, support teachers in the use of iPads in a 1:1 environment, including instructional strategies and technical aspects of iPad use, research best practice, implement strategies, and sit on the Building Staff Development Committee and Building Leadership Team. Participate in Staff Development workshops as a trainer/facilitator. Facilitators of Instructional Support will seek input from peers, building administrators, and FATPPS Committee Members for reflection, professional growth and observation purposes for their personal success and evaluation process in this position. Each Facilitator of Instructional Support will receive release time not to exceed .5 FTE.

If the FATPPS building committee decides that it is best to fulfill FIS responsibilities by providing stipends in lieu of release time, that building shall receive a maximum number of stipend FIS positions by multiplying the FTE assigned to that building for Q comp purposes \*.114, rounded to the nearest whole number. Stipend FIS positions might be delineated into duties based on the needs of students and skills of candidates. Each teacher in a FIS stipend position will be paid an amount not to exceed \$2,500.

All final interpretation regarding application and implementation of FATPPS will be made jointly between the Superintendent of Independent School District 192 and the President of the Farmington Education Association.

Furthermore, Independent School District 192 and Farmington Education Association mutually agree that in the event the Department of Education and/or the State of Minnesota through legislation or executive action ceases to fund any approved alternative compensation plan, all rights, privileges and compensation associated with FATPPS will cease upon depletion of alternative compensation plan monies.

Beginning with the 2011-12 school year the FEA president or mutually agreed upon designee will be released one period/hour per day from their teaching duties to facilitate the responsibilities of FATPPS funded through revenues from FATPPS.

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

For:  
FARMINGTON EDUCATION ASSOCIATION

For:  
INDEPENDENT SCHOOL DISTRICT #192

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Lead Teacher Negotiator

\_\_\_\_\_  
Clerk

Dated this 13th day of May 2024

Dated this 13th day of May 2024.