

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 16
1415 81st Avenue NE
Spring Lake Park, Minnesota

and

SPRING LAKE PARK TEACHERS UNITED

Exclusive Representative for Teachers

Effective

July 1, 2021 through June 30, 2023

TABLE OF CONTENTS

ARTICLE I		
PURPOSE	.....	1
1.01 <u>PARTIES</u>	.....	1
ARTICLE II	.....	1
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	.....	1
2.01 <u>RECOGNITION</u>	.....	1
2.02 <u>APPROPRIATE UNIT</u>	.....	1
2.03 <u>LIMITATIONS</u>	.....	1
ARTICLE III	1	
DEFINITIONS	.....	1
3.01 <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>	.....	1
3.02 <u>TEACHER</u>	.....	1
3.03 <u>SUPERINTENDENT</u>	.....	1
3.04 <u>DISTRICT</u>	.....	1
3.05 <u>OTHER TERMS</u>	.....	1
ARTICLE IV	2	
DISTRICT RIGHTS	2	
4.01 <u>INHERENT MANAGERIAL RIGHTS</u>	.....	2
4.02 <u>MANAGEMENT RESPONSIBILITIES</u>	.....	2
4.03 <u>EFFECT OF LAWS, RULES AND REGULATIONS</u>	.....	2
4.04 <u>RESERVATION OF MANAGERIAL RIGHTS</u>	.....	2
ARTICLE V	.....	2
TEACHER RIGHTS	2	
5.01 <u>APPLICATION</u>	.....	2
5.02 <u>RIGHT TO VIEW</u>	.....	2
5.03 <u>RIGHT TO JOIN</u>	.....	2
5.04 <u>DUES CHECK OFF</u>	.....	2-3
5.05 <u>PERSONNEL FILES</u>	.....	3
5.06 <u>PAYROLL DEDUCTIONS</u>	.....	3
5.07 <u>NOTIFICATIONS</u>	.....	3
ARTICLE VI	3	
EXCLUSIVE REPRESENTATIVE RIGHTS	.....	3
6.01 <u>BUILDINGS AND FACILITIES</u>	.....	3
6.02 <u>COMMUNICATION WITH MEMBERS</u>	.....	3
6.03 <u>INFORMATION</u>	.....	3
6.04 <u>LEAVE FOR EXCLUSIVE REPRESENTATIVE BUSINESS</u>	.....	3
6.05 <u>COOPERATIVE PROGRAMS</u>	.....	4
ARTICLE VII	4	
LENGTH OF THE SCHOOL YEAR	.....	4
7.01 <u>TEACHER DUTY DAYS</u>	.....	4
7.02 <u>MODIFICATION IN CALENDAR, LENGTH OF SCHOOL DAY</u>	.....	4
ARTICLE VIII	4	
HOURS OF SERVICE	4	
8.01 <u>BASIC DAY</u>	.....	4
8.02 <u>BUILDING HOURS</u>	.....	4

8.03	<u>ADDITIONAL ACTIVITIES</u>	4
8.04	<u>DUTY FREE LUNCH</u>	5
8.05	<u>ASSIGNMENTS</u>	5-6
8.06	<u>STAFF TRAINING & COMMITTEE ASSIGNMENTS</u>	7
ARTICLE IX	7	
	BASIC COMPENSATION	7
9.01	<u>SALARY SCHEDULE</u>	7
9.02	<u>STATUS OF SALARY SCHEDULE</u>	7
9.03	<u>PLACEMENT ON THE SALARY SCHEDULE</u>	7-9
9.04	<u>CREDIT APPLICATION</u>	9-10
9.05	<u>DEDUCTIONS</u>	10
9.06	<u>ADDITIONAL HOUR</u>	10
9.07	<u>SUBSTITUTE TEACHERS</u>	10
9.08	<u>PART-TIME TEACHERS</u>	10
ARTICLE X		10
	EXTRA COMPENSATION	10
10.01	<u>ADDITIONAL ASSIGNMENTS</u>	10
10.02	<u>EXTRA-CURRICULAR COMPENSATION</u>	10
10.03	<u>ASSIGNMENT OF EXTRA-CURRICULAR DUTIES</u>	10
10.04	<u>SUBSTITUTE TEACHING</u>	11
10.05	<u>NEW POSITIONS</u>	11
10.06	<u>NATIONAL CERTIFICATION(S)</u>	11
ARTICLE XI	11	
	GROUP INSURANCE 11	
11.01	<u>MEDICAL-HOSPITALIZATION INSURANCE</u>	11-12
11.02	<u>LIFE INSURANCE</u>	12
11.03	<u>DENTAL INSURANCE</u>	12
11.04	<u>INCOME PROTECTION</u>	12-13
11.05	<u>CLAIMS AGAINST THE DISTRICT</u>	13
11.06	<u>DURATION & CONTRIBUTION OF INSURANCE</u>	13
11.07	<u>ELIGIBLE TEACHERS</u>	13
11.08	<u>INSURANCE APPLICATION</u>	13
11.09	<u>PRE-TAXED SECTION 125 PLAN</u>	13
ARTICLE XII	14	
	LEAVES OF ABSENCE	14
12.01	<u>GENERAL PROVISIONS</u>	14
12.02	<u>LEAVE ACCRUAL AND USAGE</u>	14-15
12.03	<u>SHORT TERM LEAVE DAYS</u>	15
12.03	<u>SICK & PERSONAL DAYS</u>	15
12.03	<u>EMERGENCY, BEREAVEMENT, ADOPTION, PARENTAL DAYS</u>	16
12.03	<u>JURY DUTY AND RELIGIOUS DAYS</u>	17
12.04	<u>EXTENDED LEAVES GENERAL PROVISIONS</u>	17
12.05	<u>EXTENDED LEAVES</u>	18-20
ARTICLE XIII	20	
	GRIEVANCE PROCEDURE	20
13.01	<u>GRIEVANCE DEFINITION</u>	20
13.02	<u>REPRESENTATIVE</u>	20
13.03	<u>DEFINITIONS AND INTERPRETATIONS</u>	20
13.04	<u>TIME LIMITATION AND WAIVER</u>	20

13.05	<u>ADJUSTMENT OF GRIEVANCE</u>	21
13.06	<u>WAIVER OF STEP</u>	21
13.07	<u>DENIAL OF GRIEVANCE</u>	21
13.08	<u>ARBITRATION PROCEDURES</u>	21-22
13.09	<u>ARBITRATION PROCEEDINGS</u>	22
13.10	<u>GRIEVANCE FORM</u>	22
13.11	<u>ELECTION OF REMEDIES AND WAIVER</u>	22
ARTICLE XIV	23	
	UNREQUESTED LEAVE OF ABSENCE & SENIORITY POLICY	23
14.01	<u>PURPOSE</u>	23
14.02	<u>DEFINITIONS</u>	23
14.03	<u>UNREQUESTED LEAVES OF ABSENCE</u>	23-24
14.04	<u>REINSTATEMENT</u>	24-25
14.05	<u>ESTABLISHMENT OF SENIORITY LIST</u>	25
ARTICLE XV	25	
	EARLY RETIREMENT AND SEVERANCE	25
15.01	<u>ELIGIBILITY</u>	25-26
15.02	<u>DEFINITION</u>	26
15.03	<u>INSURANCE APPLICATION</u>	26
ARTICLE XVI	26	
	TEACHER RETIREMENT TRUST	26
16.01	<u>TEACHER RETIREMENT TRUST (403(B) & VEBA)</u>	26
16.02	<u>ELIGIBILITY</u>	26
16.03	<u>AMOUNT OF MATCHING CONTRIBUTION</u>	27
16.04	<u>MAXIMUM DISTRICT CONTRIBUTION</u>	27
ARTICLE XVII	27	
	VACANCIES AND POSTINGS	27
17.01	<u>PUBLISHING OF NOTICES OF VACANCY</u>	27
17.02	<u>TRANSFERS - VOLUNTARY</u>	27
17.03	<u>TRANSFERS - INVOLUNTARY</u>	28
17.04	<u>DECISIONS</u>	28
ARTICLE XVIII	28	
	MISCELLANEOUS 28	
18.01	<u>TEACHER LICENSURE</u>	28
18.02	<u>INDIVIDUAL CONTRACTS</u>	28
18.03	<u>COPIES OF THIS AGREEMENT</u>	28
18.04	<u>MILEAGE ALLOWANCE</u>	28
18.05	<u>COMMUNICATION ALLOWANCE</u>	28
18.06	<u>SABBATICAL LEAVE</u>	28
18.07	<u>RETROACTIVITY</u>	28
ARTICLE XIX	29	
	DURATION 29	
19.01	<u>TERMS AND REOPENING NEGOTIATIONS</u>	29
19.02	<u>EFFECT</u> 29	
19.03	<u>FINALITY</u> 29	
19.04	<u>SEVERABILITY</u>	29

ARTICLE XX	29	
	EARLY CHILDHOOD FAMILY EDUCATION AND ADULT BASIC EDUCATION.....	29
20.01	<u>DEFINITIONS</u>	29-30
20.02	<u>DUTY DAYS AND ASSIGNMENT</u>	30-31
20.03	<u>SALARY STEP ADVANCEMENT</u>	31
20.04	<u>EXTRA COMPENSATION</u>	31
20.05	<u>SENIORITY AND LAYOFFS</u>	32
SIGNATURE PAGE	33	
ATTACHMENT A	<u>GRIEVANCE FORM</u>	34
ATTACHMENT B	<u>SALARY SCHEDULE A</u>	35
ATTACHMENT C	<u>SALARY SCHEDULE B</u>	36
ATTACHMENT D	<u>SALARY SCHEDULE C</u>	37-39
ATTACHMENT D	<u>SALARY SCHEDULE E</u>	40
ATTACHMENT D	<u>SALARY SCHEDULE F</u>	40
ATTACHMENT E	<u>MEMORANDA OF UNDERSTANDING</u>	41-47

AGREEMENT

ARTICLE I PURPOSE

- 1.01 PARTIES: THIS AGREEMENT is entered into between Independent District No. 16, Spring Lake Park, Minnesota (hereinafter referred to as the District) and the Spring Lake Park Teachers United, (hereinafter referred to as the Exclusive Representative) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.01 RECOGNITION: In accordance with the P.E.L.R.A., the District recognizes the Exclusive Representative and acknowledges its rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.
- 2.02 APPROPRIATE UNIT: The Exclusive Representative shall represent all the teachers of the District as defined in this Agreement and by the P.E.L.R.A. as certified by the Commissioner of the Bureau of Mediation Services, hereinafter referred to as the B.M.S.
- 2.03 LIMITATIONS: Pursuant to the P.E.L.R.A., the District shall not meet and negotiate regarding the Agreement or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of the teacher unit except through the Exclusive Representative.

ARTICLE III DEFINITIONS

- 3.01 TERMS AND CONDITIONS OF EMPLOYMENT: "Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits (except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay) and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a District. The term in both cases is subject to the provisions of the P.E.L.R.A.
- 3.02 TEACHER: "Teacher" shall mean all persons in the appropriate unit employed by the District in a position for which the person must be licensed by the State of Minnesota, but shall not include the superintendent and any other licensed administrators who devote more than fifty (50%) percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees as excluded by law.
- 3.03 SUPERINTENDENT: "Superintendent" shall mean the superintendent or his/her designee.
- 3.04 DISTRICT: "District" shall mean the School Board or its designated representative.
- 3.05 OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV DISTRICT RIGHTS

- 4.01 **INHERENT MANAGERIAL RIGHTS:** The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 4.02 **MANAGEMENT RESPONSIBILITIES:** The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the District.
- 4.03 **EFFECT OF LAWS, RULES AND REGULATIONS:** The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services, not inconsistent with this Agreement, as prescribed by the District and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are lawful and not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.
- 4.04 **RESERVATION OF MANAGERIAL RIGHTS:** The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all such management rights and management functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V TEACHER RIGHTS

- 5.01 **APPLICATION:** The provisions of this Agreement shall apply to all teachers defined in Article III, 3.02 of this Agreement.
- 5.02 **RIGHT TO VIEW:** Pursuant the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.
- 5.03 **RIGHT TO JOIN:** Teachers shall have the right to form and join labor unions and shall have the right not to form and join such unions. Teachers shall have the right to designate by secret ballot an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.
- 5.04 **DUES CHECK OFF:** Teachers shall have the right to request and be allowed dues check off for the exclusive representative pursuant to the P.E.L.R.A. provided that dues check off and the proceeds thereof shall not be allowed any teacher union that has lost its rights to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay the teacher union during the period provided in said authorization. Deductions may be terminated by the teacher by giving thirty (30) days' written notice to the District payroll office to stop deductions. Deductions shall be made in equal installments, provided the Exclusive Representative presents to the District all proper and legally required documents prior to the first pay date in November, beginning with the second pay period in November and promptly transmitted to the

appropriate teacher organization together with a list of names of the teachers from whose pay deductions were made.

- 5.05 PERSONNEL FILES: Pursuant to MS 122A, 40, Sub. 19, the contents of a teacher's personnel file shall be available to the teacher upon written request during regular District business hours. The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. A teacher may initiate a grievance through the grievance procedure as provided in Article XIII and request expunction from the teacher's file any material alleged to be false or inaccurate. The District may destroy files as provided by law. Teachers shall be informed prior to or at the time that evaluations, letters of correction, direction, reprimand or deficiency are placed in their personnel files.
- 5.06 PAYROLL DEDUCTIONS: Upon written request of a teacher, the District shall deduct from said teacher's salary the payments the teacher shall make to the Education Association and Federation Credit Unions. Each teacher is limited to two such deduction requests per credit union annually. Requests must be submitted to the payroll department at least 30 days prior to the time deductions are made. A teacher may discontinue deductions by providing 30 days' written notice prior to the date deductions are to cease. If the payroll department is not notified in writing to cease or change deductions, deductions shall continue per the teacher's last submitted request.
- 5.07 NOTIFICATIONS: The District shall notify the President of the Exclusive Representative when a new teacher is hired before or during the school year, when a long term substitute is hired, or when any new teacher becomes eligible for inclusion in the bargaining unit pursuant to the P.E.L.R.A.

ARTICLE VI

EXCLUSIVE REPRESENTATIVE RIGHTS

- 6.01 BUILDINGS AND FACILITIES: The Teachers of the District shall have the right, in accordance with District rules and regulations, to the use of District buildings and facilities, providing such use does not interfere with District activities and/or functions. The District reserves the right to assess charges for such use consistent with said rules and regulations.
- 6.02 COMMUNICATION WITH MEMBERS: The District shall provide bulletin board space in each building for use by the Exclusive Representative and teachers in areas not normally accessible to students.
- 6.03 INFORMATION: The Exclusive Representative shall have access, upon ten (10) days' written notice, to appropriate and available public information necessary for the Exclusive Representative in the exercise of its responsibilities as exclusive representative.
- 6.04 LEAVE OF ABSENCE FOR EXCLUSIVE REPRESENTATIVE BUSINESS: Designees of the exclusive representative shall be granted up to seven (7) days of paid short-term leaves of absence for organizational business. Additional paid short-term leaves of absence may be granted by the Superintendent or his/her designee. The Exclusive Representative shall reimburse the District for all substitute costs for each absence. The parties agree, insofar as it is practical, to schedule mediation or arbitration proceedings outside the regular teacher duty day.
- 6.05 COOPERATIVE PROGRAMS: The District agrees to involve the teachers in planning cooperative agreements and in developing new programs that will maintain or expand educational opportunities for students. The District also agrees to consider job security of District employees as a factor in implementing such agreements and/or programs. The teachers' Exclusive Representative will be provided membership in an advisory capacity on any committees and/or study groups established by the District to explore cooperative efforts between the District and other Districts.

**ARTICLE VII
LENGTH OF THE SCHOOL YEAR**

7.01 TEACHER DUTY DAYS:

- (A) The District shall establish the calendar for the coming school year and the teacher shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school and pursuant to such authority has determined to conduct school. The length of the school year shall consist of 185 duty days for teachers. However, teachers who are new to the District shall be required to report for 187 duty days. Teachers who are returning from a leave of absence of one full school year or more shall report for 186 duty days. At least five days shall be designated as orientation, workshop and in-service days as determined by the District. The number of student contact days, parent conference days and grading days included in the remaining days shall be determined by the District. Opportunity shall be afforded to the Exclusive Representative to meet and confer on the calendar prior to its adoption. Consideration will be given to setting aside days for grading and conference preparation.
- (B) Part-time teachers are required to report to duty for the entire day on nonstudent contact days. Their contracts shall be pro-rated to compensate for the additional time.

7.02 MODIFICATIONS IN CALENDAR, LENGTH OF SCHOOL DAY:

- (A) In the event of an energy shortage, severe weather, or other emergency, the District reserves the right to modify the school calendar. If school is closed on a normal duty day(s), the teacher shall perform normal duties on such other day(s), in lieu thereof, if the District or its designated representative determines any such days necessary.
- (B) In the event of an energy shortage, severe weather, or other emergency, the District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, (e.g. four {4} day week with increased hours per day, but the total weekly-hours not more than the regular five {5} day week).
- (C) Prior to adjusting the calendar, duty day, or duty week in paragraph hereof, the District shall afford the Exclusive Representative the opportunity to meet and confer on such matters.

**ARTICLE VIII
HOURS OF SERVICE**

8.01 BASIC DAY: The basic teacher's day, inclusive of lunch, shall be eight (8) hours.

8.02 BUILDING HOURS: The specific hours at any individual building may vary according to the needs of the educational program of the District. Therefore, the specific hours for each building will be designated by the District. School days before holidays or vacations shall end at the regularly scheduled time.

8.03 ADDITIONAL ACTIVITIES: In addition to the basic school day, teachers shall be required to participate in a reasonable number of school activities beyond the basic teacher's day as required by the District. The normal duties for teachers shall include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the District. Such assignments shall be distributed initially on a voluntary basis, and then as equitably as practicable among the staff. An effort shall be made to schedule such activities taking into consideration the desires of the teacher.

8.04 DUTY FREE LUNCH: All teachers shall have a duty-free lunch period of thirty (30) minutes except in cases of a short-term emergency of 15 days or less, as determined by the District. The lunch period and the starting and ending time of the day may be adjusted for special situations such as an extended school day within the basic day defined herein.

8.05 ASSIGNMENTS:

- (A) Teaching Assignment: The normal teaching and classroom assignment for each teacher in the District will be designated by the District. That part of the basic school day during which a teacher does not have assigned classes or other assignments shall be used for preparation time. During this preparation time the teacher shall be available to students for individual help, for faculty, departmental or curriculum meetings, and such other teacher or teacher related activities as may be approved by the District. The District reserves the right to make changes and adjustments in teachers' assignments as the needs of the educational program arise.
- (B) Notice of Assignments: The District shall provide each returning teacher with a notice of assignment, including salary and extra-curricular assignment, if any, by June 1. The District reserves the right to make such modifications in assignment as may be appropriate due to the needs of the District.
- (C) Elementary / Intermediate School(s):
1. An elementary teacher shall be available to teach regular teaching class assignments as scheduled by the District, but such assignment shall not include more than a daily average of five and one-half (5.5) hours of regular classroom teaching assignment time, except by mutual written agreement between the teacher and the District.
 2. Student contact time for elementary specialists shall be comparable to the student contact time of the regular classroom teacher.
 3. An elementary teacher shall be available for hallway and other supervisory assignments.
 4. If an elementary teacher is assigned to teach more than a daily average of five and one-half (5.5) hours of regular classroom teaching assignment time, the teacher shall receive additional compensation as provided in 9.06, Article IX, unless a voluntary waiver has been completed and signed prior to the assignment.
 5. A regular elementary classroom teacher will be given a forty-five (45) minute block of preparation time each day within the student contact day.
- (D) Middle School:
1. A middle school teacher shall be available to teach an average of five (5) subject class assignments per trimester and a total a fifteen (15) trimester class assignments or its equivalent per year. If a middle school teacher travels between schools in his/her teaching assignment, no lunchroom supervisory duty or school advisory assignment will be scheduled for that teacher during the trimester when he/she travels.
 2. If a middle school teacher is assigned more than fifteen (15) trimester class assignments or the equivalent per year, that teacher shall receive additional compensation pursuant to 9.06 of Article IX unless a voluntary waiver has been completed and signed prior to the assignment.
 3. In the event a middle school teacher volunteers to teach an additional subject class assignment in lieu of a supervisory assignment, the principal must provide a waiver form which must be signed by the teacher, principal and the Exclusive Representative.
 4. All middle school teachers may be assigned to an advisor-advisee assignment. The advisor-advisee assignment shall not count in subject matter class assignments as an overload pursuant to 9.06 of Article IX.
 5. A middle school teacher shall be assigned one (1) period for instructional planning per day.

6. Supervisory assignments during instructional preparation time shall be divided among all teachers in the building but shall not preclude a teacher from having thirty (30) minutes of duty-free time for lunch.

(E) Senior High School:

1. A senior high school teacher shall be available to teach an average of five (5) subject class assignments per trimester and a total of fifteen (15) trimester class assignments or its equivalent per year. If a senior high school teacher travels between schools in his/her teaching assignment, no study hall, lunchroom duty or supervisory duty including the school advisory assignment will be assigned to that teacher during the trimester when he/she travels.
2. If a senior high school teacher is assigned more than fifteen (15) trimester class assignments or its equivalent per year, that teacher shall receive additional compensation pursuant to 9.06 of Article IX unless a voluntary waiver has been completed and signed prior to the assignment.
3. A senior high school teacher shall be provided at least one (1) period of preparation time during the normal student day.
4. All senior high school teachers may be assigned to an advisor-advisee assignment in addition to the five-(5) subject matter class assignments. The advisor-advisee assignment shall not count in subject matter class assignments as an overload pursuant to 9.06 of Article IX.

(F) Curriculum Assignments: Curriculum planning and/or curriculum writing meetings assigned to teachers may be scheduled by the District to include hours during the teacher duty day and duty year or hours outside of the teacher duty day and duty year. If the meetings are scheduled outside of the teacher duty day or duty year, teachers assigned to do curriculum planning or writing shall be compensated per Salary Schedule C for the assigned meeting time as approved by the District.

(G) Shared Teaching Assignments: Tenured teachers may request to share a teaching position providing they 1) make a written request to do so by February 1 of each year 2) include in their written request a request for a part-time leave of absence from full-time employment. The written request shall be forwarded to the superintendent through the appropriate building principal. Hours to be worked by the teachers shall be as determined by the District, taking into account the continuity of the instructional program and the desires of the teacher. A written response with a short explanation shall be given to the applicants by March 1. If approved by the District, a shared teaching position shall be for one school year only and may be renewed for a subsequent year providing a request is made and written approval is granted. Salary shall be pro-rated and insurance benefits shall be determined in accordance with Article XI.

8.06 STAFF TRAINING & COMMITTEE ASSIGNMENTS: Staff training and/or committee meetings assigned to teachers may be scheduled by the District to include hours during the teacher day and duty year, or hours outside of the teacher day and duty year. If the meetings are scheduled outside of the teacher duty day or duty year, and the assignment is required by a building or District administrator, the teacher shall be compensated per Salary Schedule C for the assigned meeting time as approved by the District. The District administration may, at its discretion, offer Board Credit at the rate of one (1) Board Credit per ten hours of work or alternate compensation for teachers at the MA60 level or higher. Teachers who are MA+60 level or higher will have the choice of either board credit or monetary compensation.

ARTICLE IX BASIC COMPENSATION

9.01 SALARY SCHEDULE:

- (A) The wages and salaries reflected in Schedule A, attached hereto, and shall be part of this Agreement for the 2021-2022 school year. The wages and salaries reflected in Schedule B, attached hereto, shall

be a part of this Agreement for the 2022-2023 school year. Teachers shall advance one step on the salary schedule, subject to the right of the District to withhold increases in the form of increments, lane changes, or other increases in individual cases for just cause. A salary increase shall not be withheld unless the teacher is notified in writing of the deficiency and given opportunity to correct such deficiency.

- (B) Teachers who reach the MA+60 (MA+45 semester credits) lane and have earned an additional 15 credits prior to June 1, 2005, shall be paid an additional salary of \$750 for MA +75.

9.02 STATUS OF SALARY SCHEDULE: The salary schedules shall not be construed to be part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to commencement of the subsequent school year, teacher shall be compensated according to the previous year's contracted salary until such time a successor Agreement is executed. This provision shall not be construed to affect retroactivity, which the parties recognize as a negotiable item.

9.03 PLACEMENT ON THE SALARY SCHEDULE: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

- (A) All credits, which are applicable to salary schedule lane placement, shall be either "in-field" or "general education" credits that have been approved by the Superintendent or his/her designee in writing.
- (B) "In-field Credits": are graduate or undergraduate credits earned from a Council for the Accreditation of Educator Preparation (CAEP) accredited school in the licensed field in which the teacher teaches, except as provided in 9.04 A. At times credits may be approved as "in-field" credits in areas designated by the Superintendent as District-wide priority areas for periods of no less than one year. Board credits offered through the District's continuing education classes will also be considered "in-field" credits.
- (C) "General Education Credits": are graduate or undergraduate credits earned in a CAEP accredited school in the field of professional education except as provided in 9.04 A.
- (D) Credits earned after November 1, 1976, shall be permitted to earn salary schedule lane placement credits as follows:
 1. Any teacher having a bachelor's degree shall be permitted to earn a total of twenty-five (25) quarter hour credits (one semester credit equals 1.5 quarter hour credits) of "general education" credits beyond the bachelor's degree. All other credits must be "in-field" credits. All credits must receive written pre-approval by the Superintendent or his/her designee before they can be applied to salary schedule lane placement.
 2. Any teacher having a master's degree shall be permitted to earn a total of twenty-five (25) quarter hour credits (one semester credit equals 1.5 quarter hour credits) of "general education" credits beyond the master's degree. All other credits must be "in-field" credits. All credits must receive pre-approval from the Superintendent or his/her designee before they can be applied to salary schedule lane placement.
 3. Any teacher who has been admitted into a CAEP accredited graduate school, and who has presented to the Superintendent for his/her approval a graduate program consisting of 50% or more of "in-field" credits and which has been approved and signed by the teacher's major advisor, shall be permitted to complete that program without any further pre-approval of credits except if the teacher desires to change any course(s) in the originally approved program.

- (E) Industrial Equivalency Credit shall be applicable in determining lane change placement for licensed teachers currently employed by the District in a field for which the District determines a need for Vocational Certification.
1. "Industrial training" is defined to mean advanced technical training directly germane to the current teaching assignment, which has received written prior approval from the Superintendent. The formula for transposing clock hours as earned in industrial training shall be as follows: 15 class hours of approved industrial training shall be counted as one (1) credit for the purpose of salary advancement.
 2. Approved "work-related experience" is defined to mean work experience for the purpose of obtaining vocational certification. Work-related experience shall be approved in writing by the Superintendent prior to the beginning of work.
 - a. The formula for transposing clock hours as earned in approved work-related experience shall be as follows: 50 hours of college approved and supervised work experience or 100 hours of work experience not college approved or supervised shall be counted as one (1) credit for the purpose of salary advancement.
 - b. In college approved and supervised work-related experience, the teacher shall have the option of using either the earned college credits or the District approved work-related experience credits, but not both, for salary advancement.
 - c. Work-related experience credit for lane change purposes should be limited to a maximum of ten (10) hours per week when school is in session.
- (F) Prior Approval and Grade: All teachers are requested to submit their pre-approval credit request form to their building principal at least thirty (30) calendar days before the commencement date of the course in order to provide the District with adequate time to review, evaluate and approve or disapprove the request. Any teacher taking a course without the prior written approval of the Superintendent does so at his/her own risk. To be eligible for lane change consideration, all submitted credits are required to carry a grade of "B" or higher, (or pass if such a system is required), or meet the District standards for Board Credit.
- (G) Effective Date: Individual contracts will be modified to reflect qualified lane changes once each year retroactive to the beginning of the school year, provided a college prepared transcript, grade statement, or grade report is submitted to the District Personnel Office no later than January 15. The modification of individual contracts for all teachers who qualify pursuant to this section shall take place during the month of February except as specified below. Credits submitted after that day, even though otherwise qualifying, shall not be considered until the following school year. In the event a college prepared transcript, grade statement, or grade report is not available through no fault of the teacher, other satisfactory evidence of successful course completion will be accepted pending receipt of same by the Personnel Office. Salary adjustment retroactive to the first duty day of the school year shall not be made until the appropriate information is received.
- (H) Advanced Degree Program: A teacher shall be paid on the master's degree lane only if 50% or more of the credits in the degree program are in-field credits as approved by the Superintendent and the general degree program is approved in writing by the Superintendent in advance.
- (I) Payment of Present Salary: Changes in rules contained herein relating to the application of credits on the salary schedule shall not be retroactive in application but shall govern all placements effective with the execution of the Agreement.
- (J) Prior Experience: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the teacher and the District.

- (K) Experience Credit: For purposes of this Agreement, to obtain credit for a year of experience, a teacher must have been employed at least ninety-two (92) days during the school year. Teachers who teach less than ninety-two (92) days shall be given an experience increment every two (2) years.
- (L) Involuntary Transfer: A teacher shall not be reduced in salary lane if the teacher is involuntarily reassigned to a teaching position where his/her credits or degree are not germane.

9.04 CREDIT APPLICATION:

- (A) Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree and must be taken at an institution accredited by the Council for the Accreditation of Educator Preparation (CAEP), except as otherwise approved as an exception by the Superintendent.
- (B) It is understood and agreed by both parties that credits not reported to the District within one (1) calendar year following completion of the courses for which the credits were earned shall not be considered applicable for lane change purposes.
- (C) Prior to the execution of the teacher's first teaching contract with the District as a licensed teacher, the teacher shall report to the District, in writing, all credits earned prior to the start of employment in the District beyond those required for the teacher's *initial license*. This report shall be made in the form of an official transcript from the college or university where these courses were completed. This report shall be made available to the District prior to final execution of the teacher's first contract with the District. Credits not reported in accordance with this requirement will not be eligible for consideration for lane change purposes. Any credits earned beyond a bachelor's degree, and required to obtain licensure, may be applicable to initial placement on the salary schedule upon approval of the Superintendent.
- (D) For teachers employed prior to the final execution of this agreement, credits earned to acquire a teaching license shall not be applicable for lane change purposes unless earned at the written direction of the District. Credits earned to fulfill state licensure requirements shall be applicable for lane change credit providing written request is made to the Superintendent prior to enrollment in the course and same is approved. Credits may involve video courses, correspondence work, online courses, or self-study at the sole discretion of the Superintendent.

9.05 DEDUCTIONS: In the event that a teacher employed for the regular 185 duty day year is absent without paid leave and a pay deduction is to be made for such absence, the amount of the deduction shall be 1/185 of the teacher's basic contract salary. In the event that a teacher's duty year is different than the regular 185-day year, the divisor will be adjusted accordingly. In the event the absence is for less than a full day, 1/8 of the daily rate shall be deducted for each hour's absence.

9.06 ADDITIONAL HOUR: In the event that a teacher is assigned an additional hour of student contact beyond the contract provided in Article VIII, Section 8.05 (C, D, E), the teacher shall be compensated additionally at the rate of \$2,500 per trimester.

9.07 SUBSTITUTE TEACHERS: Substitute teachers employed less than an average of ten (10) hours per week or ninety-two (92) days per year shall be compensated at a rate not less than current District policy.

9.08 PART-TIME TEACHERS: Part-time teachers employed less than an average of ten (10) hours per week or ninety-two (92) days per year shall be compensated at a rate not less than current District policy.

**ARTICLE X
EXTRA COMPENSATION**

- 10.01 ADDITIONAL ASSIGNMENTS: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract. However, existing individual contracts shall not be modified except pursuant to M.S. 122A.40.
- 10.02 EXTRA-CURRICULAR COMPENSATION: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement, payment to be made as agreed by the teacher and the Superintendent.
- 10.03 ASSIGNMENT OF EXTRA-CURRICULAR DUTIES:
- (A) The District may assign the teacher to extra-curricular assignments subject to established compensation for such services which exceed the teaching or non-teaching services prescribed in the basic contract. Said extra-curricular assignment may or may not appear in the basic contract. The District may make any additions or amendments to these assignments during the term of the school year as it deems necessary.
 - (B) The District may assign any teacher to non-teaching or extra-curricular duties on an equitable basis when the needs of the District so require.
 - (C) Any new or replacement extra-curricular activity assignments shall be posted internally for current teaching staff before opening them up to applicants in the general public.
- 10.04 SUBSTITUTE TEACHING: A teacher having to assume another teacher's class during the school day, and during a time when such teacher does not have a scheduled class, shall be compensated at the rate of \$30.00 per class period in the elementary, intermediate, middle school and high schools. During inclement weather which causes more than normal student absence or faculty absence, if two classes need to be combined during a teacher's scheduled class period for substituting purposes and that combined enrollment does not exceed the teacher's regular class membership by more than seven (7) students, no reimbursement shall be paid.
- 10.05 NEW POSITIONS: In the event of the addition of an extra-curricular position not included in the present Agreement, the District shall negotiate the stipend with the Exclusive Representative. Pending completion of negotiations, the District may establish a temporary rate for such position.
- 10.06 NATIONAL CERTIFICATION(S): Any Teacher that earns certification from the National Board of Teaching (National Certification), national certification of Competence from the American Speech/Language Hearing Association, national certification as a Registered Occupational Therapist, national certification from the NCSP (National Certified School Psychologists), or earns an E.D.D. or P.H.D, shall be compensated One Thousand dollars (\$1000.00) annually for the life of that certification. This amount shall be in addition to the amount the teacher is compensated according to Schedule A or B.

**ARTICLE XI
GROUP INSURANCE**

The selection of the insurance carrier and policy shall be made by the District as provided by law.

11.01 MEDICAL-HOSPITALIZATION INSURANCE:

(A) Single Coverage

1. Effective July 1, 2021, the district shall contribute a sum not to exceed \$460 per month of the single medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health and hospitalization plan. For any

full-time teacher enrolled in a District high-deductible single medical insurance plan, the district shall contribute the difference between the premium and \$700 per month into a VEBA account in the employee's name.

2. Effective July 1, 2022, the district shall contribute a sum not to exceed \$460 per month of the single medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health and hospitalization plan. For any full-time teacher enrolled in a District high-deductible single medical insurance plan, the district shall contribute the difference between the premium and \$700 per month into a VEBA account in the employee's name.

(B) Family Coverage

1. Effective July 1, 2021, the District shall contribute a sum not to exceed \$785.00 per month toward the premium for family medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health and hospitalization co-payment plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. For any full-time teacher enrolled in a District high-deductible family medical plan, the district shall contribute \$1,049 per month toward the premium and \$122 toward a VEBA account in the employee's name. The total employer contribution to the employee's high deductible healthcare plan including the VEBA contribution will be \$1,171 per month.
2. Effective July 1, 2022, the District shall contribute a sum not to exceed \$785.00 per month toward the premium for family medical-hospitalization insurance coverage for full-time teachers employed by the District who qualify for and are enrolled in the District's group health and hospitalization co-payment plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. For any full-time teacher enrolled in a District high-deductible family medical plan, the district shall contribute \$1,049.00 per month toward the premium and \$122 toward a VEBA account in the employee's name. The total employer contribution to the employee's high-deductible healthcare plan including the VEBA contribution will be \$1,171.

11.02 LIFE INSURANCE: The District shall provide a \$50,000 life insurance policy for each full-time teacher employed by the District and who qualifies for and is enrolled in the District's life insurance plan. The District will continue to make arrangements with the carrier to permit the individual teacher to purchase additional coverage at his/her own expense at such rates and limitations as are provided by the carrier and the District.

11.03 DENTAL INSURANCE: The District shall contribute a sum not to exceed \$45.52 per month toward the premium for dental coverage for full-time teachers employed by the District who qualify for and are enrolled in the District dental insurance plan. Any additional costs of the premium shall be borne by the teacher and paid by payroll deduction.

11.04 INCOME PROTECTION: District shall contribute 50% of the premium for purchase of the group income protection plan by the District for full-time teachers participating in the plan. Effective July 1, 2008, the employee shall contribute 100% of the premium for the group income protection plan provided by the District for full-time teachers participating in the plan. The District shall attempt to select a carrier and policy that provides

- (A) Payment to a teacher if the teacher is totally disabled and under regular care of a licensed physician as a result of accident or sickness.

- (B) Benefits to begin after sixty (60) consecutive days of total disability. The income benefit with total disability is to be equal to 66-2/3% of the basic monthly earnings.
 - (C) Full coverage of pre-existing physical and mental conditions will be fully covered.
 - (D) The income benefit to be reduced by the amount of any benefits payable under Workers' Compensation or similar legislation, such as TRA, PERA, Social Security, or any other federal, state or municipal government plan.
 - (E) The outline of provisions herein is subject to the master policy. If there is a conflict, the terms of the master policy shall govern. For more detailed information on the master policy, a teacher should seek this information through the School District Office.
 - (F) The District shall evaluate the terms of the group income protection plan on a regular basis.
- 11.05 CLAIMS AGAINST THE DISTRICT: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only, and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.
- 11.06 DURATION OF INSURANCE AND INSURANCE CONTRIBUTION: Upon termination of employment, all District participation and contribution shall cease at the end of that month. However, any terminated teachers may continue coverage in the group plan, at their own expense, in accordance with state and federal law.
- 11.07 ELIGIBLE TEACHERS: The parties agree that only full-time teachers shall be eligible for full group insurance benefits as provided in this article. For purposes of this Article, a full-time teacher shall be one regularly contracted at least .8 FTE during the regular school year, or a teacher who is contracted by the District to replace one or more full-time teacher(s) during the school year and who works at least 92 full days during said year. Any teacher who is employed during the regular school year on a .5 to .79 FTE contract, or hourly teachers scheduled to work the equivalent of a .5 or more FTE contract during the regular school year shall receive one-half (1/2) of all group insurance contributions during the time such contract is in force. A teacher employed for a lesser period of time shall not be entitled to the benefits of this article.
- 11.08 INSURANCE APPLICATION: In the event of a teacher's death, the spouse/ family will be permitted to continue to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the teacher's death. It is the responsibility of the spouse/family to make arrangements with the District Personnel Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. Failure to make such payment will result in cancellation of coverage. The right to continue to participate in such group insurance programs shall be governed by state statute.
- 11.09 PRE-TAXED SECTION 125 PLAN: The District will offer a comprehensive pre-taxed IRS section 125 plan and in-service each teacher annually prior to each renewal date. The teacher reserves the right to renew the plan annually. Once a teacher has elected to participate in the plan, that election is irrevocable for that year, unless the teacher's family status changes in one of the following ways: marriage, divorce, legal separation, death of participant, change in number of dependents, or change in the employment of the teacher or spouse.

ARTICLE XII
LEAVES OF ABSENCE

12.01 GENERAL PROVISIONS:

- (A) For the purpose of this article, a full-time teacher is a teacher regularly employed by the District at least 1100 hours (.8 FTE) during the regular school year. A part-time teacher is an hourly teacher or a teacher employed by the District at least 0.5 FTE but less than 1100 annual hours during the regular school year.
- (B) Any teacher who moves from full-time employment to part-time employment or vice versa shall be entitled to utilize all his/her accumulated leave days.
- (C) Leave days shall not accumulate while the teacher is on extended leave, unpaid leave, long-term disability, or any month during which the teacher does not perform duties on at least 50% of the scheduled duty days.
- (D) Leave days will not accrue, and a teacher will not be eligible to receive leave pay, as long as such teacher is eligible for long-term disability compensation.
- (E) No leave days will be utilized or accrued during summer work.

12.02 LEAVE ACCRUAL AND USAGE:

(A) Full-time Teachers

- 1. Full-time Teachers shall be awarded 13 days per annum at the commencement of the regular school year, less any appropriate reductions.
- 2. Unused leave days may accumulate to a maximum credit of 180 days. This clause is non-retroactive.
- 3. Wellness Incentive: Any full-time Teacher with a minimum of sixty (60) days in his/her leave bank is eligible to participate in the incentive of selling back leave days at \$100 per day for contribution to his/her VEBA plan. The selling back of these days is not matched by the District. Leave days include all absences. The eligibility for conversion will be based on the following schedule.

Leave Days Used
In Previous Year
2 (two) or less days

Number of Days
Allowed to Sell
(6) Six leave days at \$100

Leave days include any absence other than personal, bereavement leave days when a deduction in leave occurs, and absences for Union business, when the Union reimburses the district for the cost of the substitute.

- 4. Eligible Teachers: The parties agree that only full-time teachers shall be eligible for all leave benefits as provided in this Article.

(B) Part-time Teachers:

- 1. A part-time teacher shall accrue annual leave days at the rate of 6.0 hours for each month of employment by the District during the regular school year up to a total of 60 hours per annum.
- 2. Unused leave days may accumulate to a maximum credit of sixty (60) days. This clause is non-retroactive.
- 3. A part-time teacher may use up to six (6) days (equal to the length of the teacher's regular workday) of their annual accrual, in advance of accrual, if they have performed their regular duties for at least ten (10) working days of the then-current regular school year, including

preschool workshop. In the event that such sick days are utilized prior to being earned, such days will be deducted from future personal days and leave accumulations. In the event a teacher who has been permitted to utilize sick leave in advance of accrual leaves the employ of the District, that teacher shall be liable to the District for any sick leave pay advanced beyond his/her earned accrual. That pay shall be deducted from the last paycheck that teacher receives from the District. Request must be made in writing to the Superintendent as soon as practicable.

4. Eligible Teachers: Part-time teachers shall be eligible for leaves under this Article except for interim sick pay, personal days, general leave, and jury duty. The District will observe the requirements of Federal and State Statute.

12.03 SHORT TERM LEAVE DAYS

- (A) Sick Days: Leave pay shall be allowed by the District whenever a teacher's absence is found to have been due to his/her illness which prevented his/her attendance at school and performance of duty on that day or days.

1. Teachers who have been absent from work for five (5) or more consecutive working days must furnish a physician's certificate indicating that such absence was due to illness and the teacher has returned to good health and is able to return to work in order to qualify for leave pay and in order to return to work.
2. The District may also require a physician's certificate for absence of shorter duration.
3. A teacher who fails to provide a required certificate will not receive leave pay.
4. Teachers may utilize sick days for illness involving the teacher's spouse, parents, children, or their own illness, as permitted by law.
5. Sick days allowed should be deducted from the accrued leave days earned by the teacher.

- (B) Personal Day(s): A full-time teacher shall be eligible for three (3) personal days per annum (non-accumulative):

1. Request for personal day(s) must be made to the supervising administrator, in writing, at least ten (10) working days prior to the day of planned absence.
2. The teacher does not need to provide a reason when requesting/taking personal day(s).
3. Personal day(s) shall be granted during any day of the school year except for the first or last five days of the students' school year, parent/teacher conference days, staff workshop days, or days with scheduled significant events at a particular school as determined by the Superintendent.
4. Not more than four percent (4%) of positions requiring a substitute teacher, to the nearest whole number, of a building's classroom staff shall be permitted to have personal leave at any one time. The administration shall give priority to such requests in the order of their submission.
5. Personal days may not be used for purposes of appearing before court, grievance arbitrator or other proceedings in which he/she is a participant individually or by membership in an organization in any action against the District.
6. Personal leave day(s) shall be deducted from the teacher's accumulated leave days.

7. At least the day before the absence, classroom plans and activities shall be provided for the substitute teacher.
8. A teacher may carry over one (1) personal leave day into the succeeding school year, not to exceed a maximum of four (4) days.

(C) Emergency Days:

A teacher is eligible for emergency days at the discretion of the District. Emergency days are reserved for unanticipated, unforeseeable situations that require the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under other short-term leave days.

1. Unavoidable court appearances, accidents, catastrophes, and sudden acts of nature are examples of situations where the District may grant emergency days upon the written approval of the Superintendent.
2. Request for emergency days must be made in writing to the Superintendent or his/her designee. The request shall state the reason for proposed absences. The reason shall remain confidential with District officials. The District reserves the right to refuse to grant emergency days.
3. An emergency leave day shall normally not be granted for the day preceding or the day following holidays or vacations, or the first or last days of the school year.
4. Emergency days used will be deducted from personal days and accumulated leave days.

(D) Bereavement Days:

1. Up to five (5) days of bereavement leave per occurrence shall be granted for death in the family or deaths of people who were of personal significance to a teacher.
2. Bereavement Days used shall be deducted from accumulated leave days.

(E) Adoption Days:

1. The District shall grant adoption days to any teacher who makes a written application for such absence.
2. A teacher shall notify the Superintendent, in writing, when the teacher enters an adoption program.
3. Upon learning of the date of home placement, a teacher shall inform the Superintendent, in writing, the commencement date, return date, and that he/she plans to utilize up to six (6) consecutive weeks of accrued sick leave days to accommodate the placement and adoption of the child.
4. Days used pursuant to this section shall be deducted from accumulated leave days.

(F) Parental Days for Childbirth: Immediately preceding or following the anticipated birth of a child, a non-disabled parent may utilize up to ten (10) days of accumulated leave.

(G) Jury Duty Days: A teacher who is called for jury duty will be reimbursed for the difference between the amount paid for such services and the teacher's regular salary during the period of service.

Teachers will be expected to report for their regular duties when temporarily excused from the attendance at court.

- (H) Religious Days: Teachers shall be granted up to three (3) religious holidays during the school year, if the holidays occur at times other than normal breaks in the school calendar. The days used shall be deducted from leave days in accordance with State law.

12.04 EXTENDED LEAVES GENERAL PROVISIONS

(A) Insurance Application:

1. A teacher on unpaid leave under this article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but he/she shall pay the entire premium for programs he/she wishes to retain, commencing with the beginning of the leave. It is the responsibility of the teacher to make arrangements with the District to pay to the District the monthly premium amounts in advance and on such date as determined by the District. Failure to make such payments will result in cancellation of coverage. The right to continue participation in such group insurance programs following termination of employment will be as provided by law.
2. Any continuing contracted licensed teacher shall be permitted to continue membership in the medical hospitalization insurance plan covered by this Agreement as long as all of the following conditions are met:
 - a. Teacher is employed annually for .5 FTE or more and
 - b. Teacher becomes disabled and continues to be disabled and
 - c. Teacher is unable to teach while employed by the District and
 - d. Teacher is not eligible to participate in any other group medical hospitalization insurance plan and
 - e. Teacher has ten (10) or more years of service with the District and
 - f. Teacher purchases such coverage at his/her own expense and
 - g. The District insurance carrier permits such coverage.

The right to such participation shall extend until the teacher becomes qualified for Medicare.

- (C) Experience Credit: A teacher on unpaid leave under this article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue while a teacher is on leave under this section.
- (D) Seniority: For purposes of seniority standing, a teacher on leave pursuant to this article shall accrue seniority during his/her first calendar year of such leave of absence. Seniority shall not accrue for teachers on continuous leave of absence beyond the first year of such leave.
- (E) Return Notification: Teachers on any leave of absence (except those specified in M.S. 122A.46 and short-term leaves) shall each year notify the Superintendent in writing by March 1, of their intention to return to employment by the District. Failure to do so shall constitute waiver by the teacher to any further reinstatement or employment rights and also shall constitute forfeiture to any future employment rights.

12.05 EXTENDED LEAVES

(A) Childcare Leave:

1. The District shall grant a childcare leave, subject to the provisions of this section, to one (1) parent of a natural or adopted child.

2. A teacher making application for childcare leave shall inform the Superintendent in writing of intention to take the leave. A teacher anticipating applying for childcare leave upon the birth of his/her baby shall notify the District in writing not later than the end of the sixth month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
 3. In the event of pregnancy, a teacher may continue her duties until physically unable to perform the essential functions of her job and thereafter utilize sick leave with pay during the period of disability. Thereafter, a teacher may request a childcare leave. However, if the teacher requests a childcare leave to commence prior to the onset of disability, sick days cannot be utilized. The District will observe the requirements of the Federal Family Medical Leave Act.
 4. A beginning date and date of return from childcare leave shall be determined by mutual agreement between the teacher and the District.
 5. In making a determination concerning the commencement and duration of a childcare leave, the District shall not, in any event, be required to:
 - (a) Grant any leave more than twelve (12) months in duration.
 - (b) Permit the teacher to return to employment prior to the date designated in the request for childcare leave.
 6. A teacher returning from childcare leave shall be re-employed in a position for which licensed unless previously discharged or placed on un-requested leave.
 7. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the teacher mutually agree to an extension in the leave.
 8. Childcare leave under this section shall be without pay.
- (B) Family and Medical Leave: Teachers shall be eligible for Family and Medical Leaves pursuant to Federal and State Statutes.
- (C) Medical Leave:
1. A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all leave day credit available, or has become eligible for long-term disability compensation, shall, upon written request, be granted a medical leave of absence, without pay, for up to one (1) year. The District, in its discretion, may renew such a leave upon written request for renewal accompanied by a written doctor's statement.
 2. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume his/her normal responsibilities.
 3. A teacher who fails to comply with the provisions of this section or who fails to seek a medical leave as provided in this section shall be terminated by the District. If a teacher is not granted a medical leave of absence or a renewal of a medical leave of absence, in the discretion of the District, such teacher's employment will be terminated.
- (D) Interim Sick Pay:
1. "Interim sick pay" is defined as the difference in salary between the teacher's present base contract daily salary and the substitute salary for those days exceeding the expenditure of the

accumulated sick leave and the time that long-term disability becomes effective, not to exceed sixty (60) working days.

2. Interim sick leave will be granted only to those full-time teachers who carry long-term disability insurance under the District's group plan.
3. Interim sick leave shall not exceed the number of working days remaining between the time the accumulated sick leave is used up and the time the long-term disability insurance commences. Long term disability insurance is effective sixty (60) calendar days after a teacher becomes disabled.
4. Interim sick leave will be granted only once to a teacher during any one (1) school year.
5. Application must be made on forms provided by the District and be submitted to the District with a physician's statement.
6. The District will approve interim sick leave pay requests if such requests meet the requirements set forth herein.

(E) Workers' Compensation:

1. Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the District and collecting workers' compensation insurance may choose to draw leave pay and receive full salary from the District. The salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued leave days.
2. In no event shall the additional compensation paid to the teacher by virtue of leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.
3. A teacher who elects to receive leave pay pursuant to this section shall submit his/her worker compensation check, endorsed to the District, prior to receiving payment from the District for this absence.

(F) Military Leave: Military leave shall be granted pursuant to applicable law.

(G) General Leaves of Absence:

1. Full-time teachers with a minimum of two (2) years' experience in the District may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the District.
2. Written application for such leave must be made, in advance, to the Superintendent.
3. Such leave may be granted by the District for overseas teaching, Peace Corps, Vista, National Teacher Corps, extended illness in the teacher's family, civic activities, political office or other reasons deemed appropriate by the District.

ARTICLE XIII
GRIEVANCE PROCEDURE

- 13.01 GRIEVANCE DEFINITION A "grievance" shall mean an allegation by a teacher(s) resulting in a dispute or disagreement between the teacher(s) and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are covered by this Agreement.
- 13.02 REPRESENTATIVE: The teacher(s), and the District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf. However, the grievant(s) must be personally present and available for questioning at all grievance hearings. However, when five (5) or more teachers grieve the same issue, a minimum of five (5) grievants must be personally present and available for questioning at all grievance hearings. Grievance hearings shall be rescheduled, and time limits extended per 13.03 (A) if parties involved cannot be present due to conflict with assignment schedules, illness, etc.
- 13.03 DEFINITIONS AND INTERPRETATIONS:
- (A) Extension: Time limits specified in this Agreement may be extended by mutual agreement.
 - (B) Days: Reference to days regarding time periods in this procedure shall refer to teacher duty days.
 - (C) 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.
 - (D) Filing and Postmark: The filing or service of any notice or document herein shall be Service within the time period.
- 13.04 TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred, or within twenty (20) days after the teacher, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the District's designee.
- 13.05 ADJUSTMENT OF GRIEVANCE: The District and the teacher shall attempt to adjust all grievances that may arise during the course of employment of any teacher within the District in the following manner:
- (A) Level I: If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
 - (B) Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time and meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within seven (7) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.
 - (C) Level III: The School Board shall review any decisions issued under Level I and Level II at the written request of the grievant provided such appeal is filed in the office of the Superintendent within the

(10) days after the receipt of the decision at Level II, or at its own instance, provided that the School Board or its representative notifies the parties of the intention to review within the (10) days after the decision at Levels I or II has been rendered. In the event the School Board reviews a grievance or hears an appeal under this section, it shall have the right to affirm, reverse, or modify such decision. At the option of the School Board, a sub-committee or representative(s) of the Board may be designated to hear the appeal at Level III and report any findings or recommendations, along with the written appeal from the grievant, to the School Board, which shall issue its decision within fifteen (15) days after the hearing. The School Board, or its representative, shall hear all appeals within twenty (20) days after their receipt.

- 13.06 WAIVER OF STEP: Upon mutual agreement of the parties, any step of this procedure may be waived and processed at a higher level.
- 13.07 DENIAL OF GRIEVANCE: Failure by the District 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. Nothing in this section shall relieve the District of its duty to issue a written decision at Level I and Level II.
- 13.08 ARBITRATION PROCEDURES: In the event that the teacher and the District are unable to resolve a grievance, the grievance may be submitted to arbitration as defined herein:
- (A) Intent to Arbitrate: An intent to submit a grievance to arbitration must be in writing, signed by the aggrieved party and must be filed in the office of the Superintendent within twelve (12) days following the decision in Level III or within twelve (12) days after the decision of the School Board, if the School Board reviews a decision, pursuant to 13.05 (C) of the grievance procedure.
 - (B) Prior Procedure Required: No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provisions.
 - (C) Selection of Arbitrator: If no agreement on an arbitrator is reached, either party may request the B. M. S. to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. The failure to request an arbitrator from the B. M. S. within the time periods provided herein shall constitute a waiver of the grievance.
 - (D) Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the District, the submission of the grievance which shall include the written documents relating to Section 13.05 of the grievance procedure.
 - (E) Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
 - (F) Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as defined by the P.E.L.R.A.
 - (G) Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses that the parties mutually agree are necessary for the conduct of

the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

(H) 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.

13.09 ARBITRATION PROCEEDINGS: The parties agree that arbitration hearings shall not be held during the teacher's defined duty day except by mutual consent of the parties.

13.10 GRIEVANCE FORM: A form, which must be used for filing grievances, shall be provided by the District (Attachment A). Such form shall be readily accessible in all buildings.

13.11 ELECTION OF REMEDIES AND WAIVER: A teacher instituting any action, proceeding or complaint in a federal or state court of law, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another form as outlined herein, the teacher shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV
UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

14.01 PURPOSE: The purpose of this article is to implement the provisions of M.S. 122A.40, Sub. 10, and provide a definition of seniority and a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

14.02 DEFINITIONS:

- (A) "Teacher" means a continuing contract teacher who is regularly employed at least an average of ten (10) hours per week and ninety-two (92) days per year. Any person employed less than an average of ten (10) hours per week or ninety-two (92) days per year, and substitute teachers, shall not acquire seniority.
- (B) There shall be two separate seniority lists for teachers. Teachers may accrue seniority on Seniority List A or Seniority List B, or both Seniority List A and B as determined by the teacher's District assignment or assignments.
 - 1. Seniority List A: "Qualified" shall mean a teacher who is licensed to teach full-time, has been assigned by the District to a position requiring a specific state license, and has successfully performed the assignment for the District.
 - 2. Seniority List B: "Qualified" shall mean a teacher, who is licensed to teach full-time, has been assigned by the district to a position not requiring a specific state license and has successfully performed that assignment for the district. Examples of these position assignments are Gifted Coordinator., Computer Resource Teacher, Title 1, etc.
- (C) "Seniority" means the number of days of continuous service during the regular school year, reduced by any days in excess of one calendar year on full-time leave of absence, (excluding summer sessions, extended employment, etc.), by a continuing contract teacher commencing with the first day of actual service in the District. "Seniority" shall exclude probationary teachers and those teachers who are acting incumbents for teachers on authorized military or other similar 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 his/her original seniority date.

14.03 UNREQUESTED LEAVES OF ABSENCE:

- (A) The District may place a teacher on unrequested leave of absence for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits, as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon between the teacher and the District.
- (B) Teachers placed on such leave shall receive notice pursuant to M.S. 122A.40.
- (C) Teachers placed on unrequested leave shall be done in inverse order of seniority in positions for which teachers are qualified and covered by this Agreement. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority employed by the District. The District shall not be required to assign a more senior teacher to an assignment which is different from that which he/she is administratively assigned in order to accommodate the seniority claims of a less senior teacher.
- (D) The provisions herein shall not apply if application will result in any violation of the District's affirmative action program which shall include ethnicity, 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 purposes of such affirmative action program.

- (E) In the event of a staff reduction, action affecting teachers who have equal seniority and whose first date of employment commenced on the same date, the selection of the teachers for purposes of discontinuance shall be determined by the date the teacher's contract was approved by the District. If equal seniority still exists, then the date that the teacher signed the contract shall be considered the earliest date to be considered the senior teacher. If equal seniority still exists, then the selection shall be at the sole discretion of the District.
- (F) Any teacher placed on such leave may engage in teaching or other occupations during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation, and leave will not result in loss of credit for years of service in the district earned prior to commencement of such leave.

14.04 REINSTATEMENT:

- (A) No new teacher shall be employed by the District in a specific position while any teacher qualified for that position is on unrequested leave of absence in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the District covered by this Agreement in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.
- (B) Any teacher on unrequested leave of absence who is licensed in the field and subject matter for a vacant posted position, but who is not listed as qualified for the position, shall have rights to an interview for the position providing he/she makes application through the District Personnel Office in a timely manner.
- (C) When placed on unrequested leave, a teacher shall file his/her name and address with the District Personnel 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 District depositing such notice to the teacher at the last known address shall be sufficient, and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.
- (D) If a position becomes available for a qualified teacher on unrequested leave, the District shall mail the notice to such teacher who shall have fourteen (14) days from the date of such notice to accept the reemployment. Notwithstanding the fourteen (14) calendar day notice provided herein, it is understood and agreed by the parties that a teacher shall respond within five (5) calendar days of actual receipt of notice of the availability of a position, excluding weekends and regular holidays. Failure to reply in writing within such periods shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and the teacher shall forfeit any future reinstatement or employment rights.
- (E) Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.
- (F) A teacher's right to reinstatement shall terminate if the teacher fails to file with the District by April 1 of each year, a written statement requesting reinstatement.

- (G) A teacher on unrequested leave of absence may refuse to accept an offer of employment to a position for which he/she is licensed but not listed as qualified and shall not lose seniority or reinstatement rights except as in (E) and (F) above. However, should a teacher refuse to accept an offer of employment in that area of licensure, the teacher shall have no further rights to an interview for that area of licensure.

14.05 ESTABLISHMENT OF SENIORITY LIST:

- (A) The District shall cause a seniority list (by name, adjusted date of employment (adjusted by any leaves of absence), actual date of employment, date of Board approval, date recommended, qualified for, and licensed for subject matter or field) to be prepared from its records as of December 1st. It shall thereupon post such list in an official place in each school building of the District no later than December 15 of each year.
- (B) Any teacher whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have until February 1st to supply written documentation, proof and request for seniority change to the School Board.
- (C) Within ten (10) working days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any teacher. Each year thereafter the District shall cause such seniority list to be updated to reflect any addition of or deletion of teachers caused by retirement, death, resignation, other cessation of services, or new teachers. Such yearly revised list shall govern the application of the unrequested leave of absence procedure until thereafter revised.
- (D) Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause and the letter of agreement dated January 3, 1992, in which the January 1991 seniority list was frozen and the District's practice of pro-rata seniority for part-time service was discontinued by mutual agreement. 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 Master Agreement or any other Master Agreement affecting such licensed employee.

**ARTICLE XV
EARLY RETIREMENT AND SEVERANCE**

- 15.01 ELIGIBILITY: Subject to Minnesota Statutes 465.72, full-time teachers who have completed at least fifteen (15) years of continuous service with the District and who are at least fifty-five (55) years of age, and were first employed by the District prior to July 1, 1996, shall be eligible for early retirement and severance pay pursuant to the provisions of this Article, upon submission of a letter of intent to retire by January 1st, and a written resignation submitted to the Superintendent on or before March 1. Teachers hired on or after July 1, 1996, shall remain eligible to receive the benefits outlined in section 15.03. Early retirement and severance pay shall not be granted to any teacher who is terminated or discharged by the District, pursuant to M.S. 122A.40, Subd. 9 or 13.
- 15.02 DEFINITION: This article shall apply only to teachers whose service has been at least one half of full time (.5) as defined in this Agreement.

15.03 INSURANCE APPLICATION: A teacher taking early retirement and severance pay pursuant to this article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. It is the responsibility of the teacher to make arrangements with the District to pay to the District the monthly premium in advance and on such date as determined by the District. Failure to make such payments will result in cancellation of coverage.

**ARTICLE XVI
TEACHER RETIREMENT TRUST**

16.01 TEACHER RETIREMENT TRUST [403(b) AND VEBA PLAN]

The purpose of the Teacher Retirement Trust is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee coupled with a matching contribution from the District. The objective of the plan is to develop a long-term solution to the concept of early retirement (severance) as outlined in Article XV. Such plan shall be conducted under the rules of I.R.C. 403(b).

16.02 ELIGIBILITY: Teachers shall be eligible to participate in the plan in the following manner:

Sub. 1: Teachers shall be eligible to receive matching funds upon their attainment of tenure in the District.

Sub. 2: For the purpose of this Article, an eligible ECFE/ABE employee shall be one regularly employed at least thirty (30) hours per week and at least 30 weeks per year or 900 hours per year.

Sub. 3: Eligible teachers must make application for participation in the 403(b) annuity matching program by September 1 for that school year. Once an eligible teacher elects to participate in the 403(b) annuity matching program said election is for that school year and will continue each subsequent year unless modified by the teacher.

Sub. 4: Any teacher on unpaid leave of absence shall not be eligible to participate in the plan.

16.03 AMOUNT OF MATCHING CONTRIBUTION:

The District shall match up to the first \$1000.00 (one thousand dollars) of the teacher's contribution to the 403(b) plan per school year. Commencing July 1, 2021, the amount of District contribution to 403(b) and VEBA accounts shall be according to the following table:

Upon continuing contract (tenure), years of experience as granted on the salary schedule (step)	Employee Contribution (up to)	District 403(b) Match (up to)	VEBA District contribution (up to)
2-19	\$1000	\$1000	\$0
20+	\$1000	\$1000	\$1750

16.04 MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any teacher's 403(b) plan shall not exceed forty thousand dollars (\$40,000.00) during the time of the teacher's employment with the District.

The amount the District shall contribute to any teacher's post-employment VEBA plan shall not exceed thirty thousand dollars (\$30,000) during the time of the teacher's employment with the District.

**ARTICLE XVII
VACANCIES AND POSTING**

17.01 PUBLISHING OF NOTICES OF VACANCY

(A) The District shall publish electronic notification of vacancies on the district website and send to the designated union representative with qualifications required for professional positions within the

bargaining unit that occur in the District. The District may fill vacancies temporarily pending the posting and processing of applications.

- (B) Any teacher possessing the necessary qualifications may apply for a vacancy, and all qualified applications shall be considered.
- (C) In determining its subsequent year's instructional staffing, the District shall identify existing vacancies, post said vacancies and permit all the District's teachers to indicate the vacant positions to which they desire to be assigned. After the District assigns staff members to the initially posted vacancies, the District shall identify and post the newly created vacancies and permit the District's teachers a second opportunity to indicate to which of those vacancies they would desire to be assigned.

17.02 TRANSFERS - VOLUNTARY:

- (A) Any teacher desiring a transfer shall submit a written request to the Superintendent stating the specific assignment or nature of the assignment desired.
- (B) Such transfer request will be considered by the District in staffing decisions.

17.03 TRANSFERS - INVOLUNTARY:

- (A) Notice of involuntary transfer shall be given to the teachers as soon as practicable. A list of open teaching positions in the District shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may apply for positions, in order of preference, to which they desire to be transferred.
- (B) The preference and seniority of teachers, along with other relevant factors, shall be considered by the District in staffing decisions.

17.04 DECISIONS: Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the District.

**ARTICLE XVIII
MISCELLANEOUS**

18.01 TEACHER LICENSURE: To obtain teacher pay, teachers must have teaching licenses on file within Human Resources. It is the responsibility of each teacher to maintain a current license on file.

18.02 INDIVIDUAL CONTRACTS: Individual contracts shall be issued to each teacher in accordance with applicable laws. Such individual contracts shall be in a form that is not inconsistent with the terms of this Agreement.

18.03 COPIES OF THIS AGREEMENT: Copies of this Agreement shall be reproduced at the expense of the District after the Agreement is signed and shall be presented to all teachers now employed or hereafter employed or offered employment by the District. Further, the District shall furnish fifteen (15) copies of this Agreement to the Exclusive Representative for its use.

18.04 MILEAGE ALLOWANCE: An allowance for authorized use of personal cars in connection with District business shall be paid at the IRS allowable rate in effect on July 1 of each fiscal year for each mile of authorized travel, including travel between schools for a teacher whose assignment involves more than one school, for all driving between arrival at the first location at the beginning of the work day and the location of the teacher's last assignment. Mileage will not be paid for travel from the teacher's home to the first location at the beginning of the work day, nor for travel from the last location to his/her home.

- 18.05 COMMUNICATION ALLOWANCE: A monthly allowance per District policy may be paid to a teacher to have a cellular phone available for school business. The allowance is to pay expenses for the purchase and maintenance of a phone and monthly charges. Teachers required to have a cell phone are to give their cellular phone numbers to their office and to the District Office Staff. They are required to have their cellular phone with them when away from their district building during district hours, or at district related events.
- 18.06 SABBATICAL LEAVE: Sabbatical leave shall be as outlined in the District 16 Policy Manual. The District agrees, however, not to make any changes in sabbatical leave without affording opportunity to the Exclusive Representative to meet and confer regarding any proposed changes.
- 18.07 RETROACTIVITY: Except as otherwise provided within the 2021-2023 Master Agreement, and as soon as administratively practical after execution of this Agreement, the District shall provide retroactive pay to the beginning of the 2021-2022 school year to all teachers employed as of the date of execution of this Agreement for compensation as outlined in Schedule A, Schedule E, Schedule F, and under provisions of Sections 10.06, 11.01(A), 11.01(B), 11.03 and Schedule C.

ARTICLE XIX DURATION

- 19.01 TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing upon its date of execution through June 30, 2023, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than April 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations earlier than February 1, 2023.
- 19.02 EFFECT: This Agreement constitutes the full and complete Agreement between the District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 19.03 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.
- 19.04 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.

ARTICLE XX Early Childhood Family Education and Adult Basic Education Teachers

Unless otherwise specified, ABE teachers will be defined as those who teach in the Adult Basic Education Program and ECFE teachers will be defined as those teachers who are Early Childhood teachers or Family Educators and licensed by the Minnesota Board of Teaching. It is agreed that persons, meeting these criteria, employed by the District in the positions of Early Childhood Family Education (ECFE) and Adult Basic Education (ABE) teachers shall be included with the teachers' bargaining unit. ECFE and ABE teachers identified under this section shall not have continuing contract status and provisions of the SLPTU Master Agreement pursuant to MS 122A.40.

The parties recognize that the employment of ECFE/ABE teachers is unique and market driven, and accordingly, requires particular consideration in the Agreement.

THE PARTIES, THEREFORE, AGREE TO THE FOLLOWING:

20.01 DEFINITIONS: Early Childhood Family Education and Adult Basic Education, hereinafter referred to as ECFE and ABE respectively, are excluded from all terms and conditions of the July 1, 2021, through June 30, 2023, Agreement except as contained in this Appendix and/or the following Articles, sections are included by reference:

Article I: Purpose

Article II: Recognition of Exclusive Representative

Article III: Definitions

Article IV: District Rights

Article V: Teacher Rights

Article VI: Exclusive Representative Rights

Article VII: 7.02 Modifications in Calendar, Length of School Day

Article IX: 9.03 Placement on the Salary Schedule, 9.04 Credit Application

Article XI: Group Insurance

Article XII: Leaves of Absence

Article XIII: Grievance Procedure

Article XVI: Teacher Retirement Trust

Article XVII: Vacancies and Posting

Article XVIII: Miscellaneous

Article XIX: Duration

20.02 DUTY DAYS AND ASSIGNMENTS:

Subd. 1: The parties agree that specific duties, scheduled assignments, duty days, hours, and calendar for ABE and ECFE teachers shall be determined by the Director of Community Education. ECFE and ABE programs will be conducted over the period of a fiscal year on a calendar different from that of the K-12 teaching staff. The fiscal year shall be defined as July 1 through June 30.

Subd. 2: Recognizing the unique, changing and irregular nature of the ECFE and ABE programs, the hours of assignment (service, basic day, and work year) shall be assigned by the School District and modified from time to time based upon the needs of the program.

Subd. 3: Assigned Time:

ABE Assigned Time:

- Contact time shall be defined as class time. Non-contact time will be assigned each year by the director. Assigned time shall be defined as contact time plus non-contact time.

ECFE Assigned Time:

- Contact time shall be defined as class time plus a minimum of 5 minutes of preparation time for every 25 minutes of instructional time in one or two uninterrupted blocks during the student day.
- Home visits: hours assigned as needed.
- Early childhood screening: hours assigned as needed.
- Non-contact time shall be defined as one (1) hour each day.
- Assigned time shall be defined as contact time plus non-contact time plus any other assigned responsibilities.
- An extra 15 minutes will be assigned to classes that occur away from the home building.
- Summer hours will reflect the same formula as listed in the top three bullets. Time worked will be entered on a time card.

For ABE and ECFE teachers, non-contact time shall include curriculum development during the school year, staff meetings, in-service meetings and preparation time. The District maintains the authority to set or modify program hours, reassign staff to areas of need in the ABE and ECFE programs, and to reduce or increase hours of employment in order to meet program needs.

Subd. 4: When additional hours are available, the Director of Community Education or his/her designee shall determine which of the staff is the best fit to teach the course based on professional preparation, background, and area of expertise and this decision is not subject to arbitration.

Subd. 5: Upon completion of registration in the Fall and again in the Spring, ECFE and ABE teachers will be given a notice of assignment which will indicate the number of classes and the hours of each class to be offered.

Subd. 6: When it is necessary to cancel a class due to the market driven nature of the ECFE program, the Director of Community Education or his/her designee will determine which of the staff is the best fit to teach any and all courses remaining on the schedule. This decision will be based on professional preparation, background, and area of expertise in order to protect the integrity of the program.

Subd. 7: For the purposes of this agreement, a full-time ECFE or ABE teacher is defined as a teacher regularly employed by the District at least 1100 hours (.8 FTE) during the fiscal year. A part-time teacher is defined as an hourly teacher or teacher employed by the District at least 740 hours (.5 FTE) but less than 1100 annual hours during the fiscal year. Teachers employed less than an average of ten (10) hours per week or ninety-two (92) days per year shall be compensated at a rate not less than current District policy.

20.03 SALARY STEP ADVANCEMENT:

Subd. 1: The wages and salaries reflected in Schedule E, attached hereto, shall be a part of this Agreement for the 2021-2023 school years. Teachers shall advance one step on the salary schedule, subject to the right of the district to withhold increases in the form of increments, lane changes, or other increases in individual cases for just cause. A salary increase shall not be withheld unless the teacher is notified in writing of the deficiency and given opportunity to correct such deficiency.

Subd. 2: The salary schedule shall not be construed to be part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to commencement of the subsequent school year, teachers shall be compensated according to the previous year's contracted salary until such time a successor Agreement is executed. This provision shall not be construed to affect retroactivity, which the parties recognize as a negotiable item.

Subd. 3: A new employee shall be hired in the appropriate classification and on such step as agreed between the employer and the employee, dependent upon the employer's evaluation of the new employee's background and experience. Such an employee shall be eligible for step advancement on July 1, if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the starting salary on July 1, but shall not be eligible for step advancement until the following July 1.

Subd. 4: All ECFE/ABE educators who have completed 22 years of employment with the School District will receive a "SLP Loyalty Payment". The payment is \$2,500 in the 2021-2022 school year and \$2,500 in the 2022-2023 school year. If at any time the current ECFE salary schedule would be eliminated and said ECFE teacher group would be paid from Schedule A and B of the Teacher Master Agreement, this clause would expire. The ECFE/ABE teachers would then receive the salary benefits of the current Teacher Master Agreement.

20.04 EXTRA COMPENSATION: Extra assignments associated with additional compensation shall not be construed to be part of any future contract that may be extended unless expressly so provided in the individual contract. Other duties to be compensated at the amounts reflected below shall include, but not be limited to

the following: marketing and outreach coordination and screening coordination; if conducted by someone other than the ECFE Coordinator.

- Marketing and Outreach Annual Stipend - \$1,100
- Screening Coordination Annual Stipend - \$1,100
- PDLA Classes: 1 Board Credit = \$200 Stipend
- Screening = Contracted Hourly Rate

20.05 SENIORITY and LAYOFFS: In the event the District determines to reduce positions, employees shall be laid off in the inverse order of seniority. A senior employee shall not be placed on a layoff while a junior employee occupies the same position, providing the senior employee has the qualifications, including experience, ability, and training to satisfactorily perform the job as determined by the Community Outreach Director or his/her designee.


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

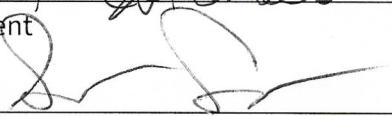
FOR:

FOR:


SPRING LAKE PARK TEACHERS UNITED
1415 81st Avenue NE
Spring Lake Park, MN 55432

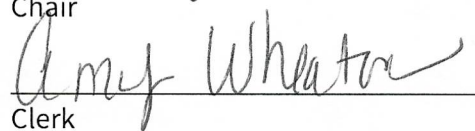
INDEPENDENT SCHOOL DISTRICT 16
1415 81st Avenue NE
Spring Lake Park, MN 55432



President


Negotiator



Chair


Clerk

Dated this 20 day
of September, 2021

Dated this 12 day
of October, 2021

**GRIEVANCE REPORT FORM
INDEPENDENT DISTRICT NO. 16**

NAME: _____ **BUILDING** _____

GRIEVANCE OCCURRED: (Date): _____

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

Signature of Grievant

Date

Copies to: Superintendent

Supervisor

SALARY SCHEDULE A

2021-2022

Semester Credits*		<i>*One semester credit equals 1.5 quarter hour credits.</i>							
		BA+10	BA+20	BA+30			MA+10	MA+20	MA+30
STEP	BA	BA+15	BA+30	BA+45	STEP	MA	MA+15	MA+30	MA+45
1	\$45,680	\$46,480	\$47,270	\$48,070	1	\$50,340	\$52,140	\$53,930	\$57,470
2	\$45,680	\$46,480	\$47,270	\$48,070	2	\$50,340	\$52,140	\$53,930	\$57,470
3	\$45,680	\$46,480	\$47,270	\$48,070	3	\$50,340	\$52,140	\$53,930	\$57,470
4	\$46,880	\$47,670	\$48,470	\$49,270	4	\$55,320	\$57,110	\$58,900	\$62,450
5	\$48,070	\$48,870	\$49,660	\$50,460	5	\$55,320	\$57,110	\$58,900	\$62,450
6	\$49,270	\$50,060	\$50,860	\$51,660	6	\$59,230	\$61,020	\$62,810	\$66,360
7	\$50,460	\$51,260	\$52,050	\$52,850	7	\$63,140	\$64,930	\$66,720	\$69,260
8	\$51,340	\$52,140	\$54,840	\$55,630	8	\$63,140	\$64,930	\$66,720	\$69,760
9	\$51,340	\$52,140	\$54,840	\$55,630	9	\$66,830	\$68,620	\$70,410	\$72,950
10	\$51,340	\$52,140	\$54,840	\$62,450	10	\$67,330	\$69,120	\$70,910	\$73,450
11	\$51,340	\$53,340	\$57,230	\$62,450	11	\$68,490	\$70,280	\$72,070	\$74,610
12	\$51,340	\$53,340	\$57,230	\$66,140	12	\$68,990	\$70,780	\$72,570	\$75,110
LP*	\$53,840	\$55,840	\$59,730	\$68,640	13	\$69,990	\$71,780	\$73,570	\$76,360
<i>Note: Effective July 1, 2021, step 12 is the top step of the schedule for all new hires with a Bachelor's degree.</i>					14	\$70,490	\$72,280	\$74,070	\$76,860
					15	\$71,920	\$73,710	\$75,500	\$78,050
					16	\$72,420	\$74,210	\$76,000	\$78,550
					17	\$73,420	\$75,210	\$77,000	\$79,800
					18	\$73,920	\$75,710	\$77,500	\$80,300
					19	\$74,920	\$76,710	\$78,500	\$81,300
					20	\$80,020	\$82,310	\$83,600	\$88,100
					LP*	\$82,520	\$84,810	\$86,100	\$90,600

*Loyalty Pay - A teacher who completes step 24 will receive \$2,500 annually, beginning the following school year. This dollar amount does not compound from one year to the next.

BA Salary Schedule steps 13-24 for teachers hired prior to July 1, 2021

	Semester Credits*	BA+10	BA+20	BA+30
STEP	BA	BA+15	BA+30	BA+45
13	\$51,340	\$53,340	\$57,230	\$66,140
14	\$51,340	\$53,340	\$57,230	\$66,140
15	\$54,240	\$57,240	\$62,140	\$66,140
16	\$54,240	\$57,240	\$62,140	\$66,140
17	\$54,240	\$57,240	\$62,140	\$66,140
18	\$54,240	\$57,240	\$62,140	\$66,140
19	\$59,330	\$62,330	\$67,230	\$71,230
20	\$59,330	\$62,330	\$67,230	\$71,230
21	\$59,330	\$62,330	\$67,230	\$71,230
22	\$59,330	\$62,330	\$67,230	\$71,230
23	\$59,330	\$62,330	\$67,230	\$71,230
24	\$64,930	\$67,930	\$72,830	\$76,830
LP*	\$67,430	\$70,430	\$75,330	\$79,330

Effective for the 2021-2023 agreement only, each teacher will receive a one-time payment of \$5,500 minus the amount received over the two-year agreement in step movement and/or salary schedule increases, prorated based on the teacher's FTE. One-time payments only apply to teachers who were employed by the District in a teaching capacity as of the 2020-2021 school year, and payments will be issued during the 2021-2022 school year.

SALARY SCHEDULE B**2022-2023**

Semester Credits*		<i>*One semester credit equals 1.5 quarter hour credits.</i>							
		BA+10	BA+20	BA+30			MA+10	MA+20	MA+30
STEP	BA	BA+15	BA+30	BA+45	STEP	MA	MA+15	MA+30	MA+45
1	\$46,180	\$46,980	\$47,770	\$48,570	1	\$51,140	\$52,940	\$54,730	\$59,470
2	\$46,180	\$46,980	\$47,770	\$48,570	2	\$51,140	\$52,940	\$54,730	\$59,470
3	\$46,180	\$46,980	\$47,770	\$48,570	3	\$51,140	\$52,940	\$54,730	\$59,470
4	\$47,380	\$48,170	\$48,970	\$49,770	4	\$56,120	\$57,910	\$59,700	\$64,450
5	\$48,070	\$48,870	\$49,660	\$50,460	5	\$56,120	\$57,910	\$59,700	\$64,450
6	\$49,270	\$50,060	\$50,860	\$51,660	6	\$60,030	\$61,820	\$63,610	\$68,360
7	\$50,460	\$51,260	\$52,050	\$52,850	7	\$63,940	\$65,730	\$67,520	\$71,260
8	\$51,340	\$52,140	\$54,840	\$55,630	8	\$63,940	\$65,730	\$67,520	\$71,260
9	\$51,340	\$52,140	\$54,840	\$55,630	9	\$67,630	\$69,420	\$71,210	\$74,950
10	\$51,340	\$52,140	\$54,840	\$62,450	10	\$71,830	\$73,620	\$75,410	\$78,620
11	\$51,340	\$53,340	\$57,230	\$62,450	11	\$73,000	\$74,790	\$76,580	\$80,120
12	\$51,340	\$53,340	\$57,230	\$66,140	12	\$73,000	\$74,790	\$76,580	\$80,120
LP*	\$53,840	\$55,840	\$59,730	\$68,640	13	\$74,500	\$76,290	\$78,080	\$81,870
Note: Effective July 1, 2021, step 12 is the top step of the schedule for all new hires with a Bachelor's degree.					14	\$74,500	\$76,290	\$78,080	\$81,870
					15	\$75,920	\$77,710	\$79,500	\$83,370
					16	\$75,920	\$77,710	\$79,500	\$83,370
					17	\$77,420	\$79,210	\$81,000	\$85,120
					18	\$77,420	\$79,210	\$81,000	\$85,120
					19	\$78,920	\$80,710	\$82,500	\$86,620
					20	\$82,020	\$83,810	\$85,600	\$91,100
					LP*	\$84,520	\$86,310	\$88,100	\$93,600

*Loyalty Pay - A teacher who completes step 24 will receive \$2,500 annually, beginning the following school year. This dollar amount does not compound from one year to the next.

BA Salary Schedule steps 13-24 for teachers hired prior to July 1, 2021

	Semester Credits*	BA+10	BA+20	BA+30
STEP	BA	BA+15	BA+30	BA+45
13	\$51,340	\$53,340	\$57,230	\$66,140
14	\$51,340	\$53,340	\$57,230	\$66,140
15	\$54,240	\$57,240	\$62,140	\$66,140
16	\$54,240	\$57,240	\$62,140	\$66,140
17	\$54,240	\$57,240	\$62,140	\$66,140
18	\$54,240	\$57,240	\$62,140	\$66,140
19	\$59,330	\$62,330	\$67,230	\$71,230
20	\$59,330	\$62,330	\$67,230	\$71,230
21	\$59,330	\$62,330	\$67,230	\$71,230
22	\$59,330	\$62,330	\$67,230	\$71,230
23	\$59,330	\$62,330	\$67,230	\$71,230
24	\$64,930	\$67,930	\$72,830	\$76,830
LP*	\$67,430	\$70,430	\$75,330	\$79,330

Schedule C 2021-2023

HOURLY SALARIES	2021-2022	2022-2023
Summer School Teaching	\$25.00	\$25.00
Homebound	\$25.00	\$25.00
Driver Education Classroom	\$25.00	\$25.00
Curriculum Writing	\$25.00	\$25.00
Required Staff Training/Committee	\$25.00	\$25.00
Secondary/Elementary School Club or Activities Advisor	\$25.00	\$25.00
Secondary/Elementary School Club or Activities Supervisor	\$25.00	\$25.00
Elementary Activity Assistant Supervisor	\$25.00	\$25.00
Detention Supervision	\$25.00	\$25.00

Activity/Position	2021-2022	2022-2023
Group 1 - Football, Basketball, Swimming and Dive, Hockey, Gymnastics, and Wrestling		
Head Coach	\$6,435	\$6,565
Assistant Varsity	\$4,375	\$4,460
JV Coach / B Squad	\$4,375	\$4,460
JV Assistant Coach / C Squad (9th grade)	\$3,960	\$4,040
.5 Dive Coach	\$2,200	\$2,245
Group 2 - Baseball, Dance Team, Lacrosse, Softball, Soccer, Track and Field, Volleyball		
Head Coach	\$4,825	\$4,920
JV Coach / B Squad / Assistant Coaches	\$3,460	\$3,530
C Squad / JV Dance Head Coach	\$3,060	\$3,120
JV Dance Assistant Coach	\$2,520	\$2,570
Middle School Fall Dance Assistant Coach	\$2,520	\$2,570
Coed Track and Field Head Coach	\$6,435	\$6,565
Group 3 - Cross Country (Running), Golf, Nordic Skiing, Tennis		
Head Coach	\$3,855	\$3,930
JV Coach / B Squad / Assistant Varsity	\$2,815	\$2,870
Coed Cross Country (Running) Head Coach	\$4,825	\$4,920
Coed Nordic Skiing Head Coach	\$4,825	\$4,920
Middle School		
7th/8th Grade Head Coaches	\$2,490	\$2,540
7th/8th Grade Assistant Coaches	\$2,160	\$2,200
Adaptive Athletics Coordinator	\$1,695	\$1,730
Weight Training Coordinator	\$5,395	\$5,500
Cheerleading - Head Coach	\$3,570	\$3,640
Cheerleading - Assistant Coach	\$3,165	\$3,230
Ticket Manager	\$1,850	\$1,885
Equipment Manager	\$5,395	\$5,500
School Bus Loading Supervisor	\$1,530	\$1,560
Elementary Street Patrol	\$580	\$590
National Honor Society Advisor	\$980	\$1,000
Student Council Advisor - Senior High (Two Positions)	\$3,520	\$3,590
Student Council Advisor - Westwood Complex	\$2,910	\$2,970
Student Council Advisor - Elementary	\$1,220	\$1,245
Prom Coordinator - Senior High (Two Positions)	\$1,085	\$1,105
American Field Services	\$1,495	\$1,525

Year Book - Senior High	\$3,040	\$3,100
Year Book - Westwood Middle School	\$1,460	\$1,490
Year Book - Elementary Memory Book Advisor	\$355	\$360
Year Book - Elementary Memory Book Assistant Advisor	\$275	\$280
Sandpiper	\$2,355	\$2,400
Mirage	\$1,110	\$1,130

The School District may divide or combine coaching positions to best meet the needs of its students by providing improved staffing, specialty staffing, certified coaches or other special needs. In the event any positions are divided or combined, the total dollar amount of the new position(s) shall equal the contracted amount of all the original positions involved in the change.

Any such division or combination shall be made only on a yearly basis. Compensation for a divided or combined position shall be a proportional amount of the original contracted position(s).

Examples of such divisions or combinations could be: co-head coaches, specialty coaches such as diving (part of assistant swim coach position) and 9th grade or junior varsity coaches (part of varsity assistant position).

Schedule C - Post-Season Competition

Coaches working beyond the regular season will be paid as follows:

- When a team participates beyond the first round of sectional participation, the head coach and assistant coaches will be paid as follows:
- When an individual student(s) competes beyond the regular season, coaches will be paid as follows:

	2021 -2022	2022-2023
Head Coach	\$160.00	\$160.00
Assistant Coach	\$130.00	\$130.00

Per week for a maximum of four (4) weeks.

Schedule C (continued)

Activity/Position	2021-2022	2022-2023
Panther Mentors (Up to Four Positions)	\$2,295	\$2,340
Math Team - Senior High Coaches (Two Positions)	\$1,440	\$1,470
Math Team - Middle School Coach (One Position)	\$1,440	\$1,470
Speech Coach (Two Positions)	\$1,440	\$1,470
Knowledge Bowl - Senior High Advisor (This is a name change from Quiz Bowl), Two Positions	\$1,440	\$1,470
Mock Trial - Senior High Advisor	\$1,150	\$1,175
Mock Trial - Middle School Advisor	\$1,150	\$1,175
OEC Advisor	\$3,335	\$3,400
Robotics Advisor - Senior High	\$2,530	\$2,580
Required Vocational Education Clubs - Senior High (OEC, FCCLA, BPA, DECA)	\$2,195	\$2,240
Building Trades - Senior High Advisor	\$2,560	\$2,610
Building Trades-Senior High Assistant Advisor	\$895	\$910
Middle School Store	\$355	\$360
Band Activities Directors Senior High (Two Positions)	\$5,395	\$5,500
Performing Choir - Senior High	\$2,540	\$2,590
Fall Play Director - Senior High	\$2,865	\$2,920
Spring Musical Director - Senior High	\$3,440	\$3,510
Assistant Musical Director - Senior High	\$2,295	\$2,340
One Act Play - Senior High - Senior High	\$1,725	\$1,760
Production Manager - Senior High	\$1,295	\$1,320
Fine Arts Design Artist - Senior High	\$1,670	\$1,705
Fall Play Co-Directors - Middle School	\$1,825	\$1,860
Spring Musical Co-Directors - Middle School	\$1,825	\$1,860
Choir/Band Concert - Middle School	\$930	\$950
One Act Play - Middle School	\$905	\$925
7th/8th Grade Jazz Band – Co-Directors	\$1,100	\$1,120
6th Grade Jazz Band	\$490	\$500
7th/8th Grade Drum Line	\$1,100	\$1,120
7th/8th Grade Encore Choir	\$1,100	\$1,120
6th Grade Soundtrack Choir	\$1,100	\$1,120
Elementary (K-3) Night Performance	\$480	\$490
4th Grade Night Performance	\$705	\$720
5th Grade Choir	\$930	\$950
Curriculum Lead/LET Member:		
Member Curriculum Task Forces	\$ 360	\$ 360
LET Members (Not serving as curriculum leads)	\$ 510	\$ 510
Secondary - OEC/Business/FACS/Music (HS and MS)/Art/IT/Counselors	\$ 360	\$ 360
District/School	\$ 1,130	\$ 1,130
District Recertification Chair	\$ 1,020	\$ 1,020
District Recertification Secretary	\$ 500	\$ 500

SALARY SCHEDULE E
2021-2022 Schedule

	<u>BA</u>	<u>BA+20</u> (semester credits)	<u>MA</u>
C	\$27.00	\$27.50	\$28.00
D	\$28.00	\$28.50	\$29.00
E	\$29.00	\$29.50	\$30.00
F	\$30.00	\$30.50	\$31.00
G	\$31.00	\$31.50	\$32.00
H	\$33.25	\$33.75	\$34.25

Effective for the 2021-2023 agreement only, each ECFE teacher will receive a one-time payment of \$5,500 minus the amount received over the two-year agreement in step movement and/or salary schedule increases, prorated based on the teacher's FTE. One-time payments only apply to teachers who were employed by the District in a teaching capacity as of the 2020-2021 school year, and payments will be issued during the 2021-2022 school year.

2022-2023 Schedule

	<u>BA</u>	<u>BA+20</u> (semester credits)	<u>MA</u>
C	\$28.00	\$28.50	\$29.00
D	\$29.00	\$29.50	\$30.00
E	\$30.00	\$30.50	\$31.00
F	\$31.00	\$31.50	\$32.00
G	\$32.00	\$32.50	\$33.00
H	\$34.00	\$34.50	\$35.50

SALARY SCHEDULE F

	2021-2022	2022-2023
Step 1	\$33.50	\$34.50
Step 2	\$34.50	\$35.50
Step 3	\$35.50	\$36.50
Step 4	\$36.50	\$37.50
Step 5	\$37.50	\$38.50

Effective for the 2021-2023 agreement only, each licensed school nurse will receive a one-time payment of \$5,500 minus the amount received over the two-year agreement in step movement and/or salary schedule increases, prorated based on the nurse's FTE. One-time payments only apply to licensed school nurses who were employed by the District in this capacity as of the 2020-2021 school year, and payments will be issued during the 2021-2022 school year.

School Nurses: Licensed school nurse(s) required by the School District shall be compensated pursuant to this agreement from Salary Schedule F.

MEMORANDUM OF UNDERSTANDING – Substitute Teaching

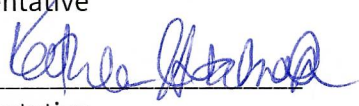
This Memorandum of Understanding (MOU) is entered into between Independent School District 16 (hereafter referred to as the School District) and Spring Lake Park Teachers United (hereafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. A teacher having to assume another teacher's class during the school day, and during a time when such teacher does not have a scheduled class, shall be compensated at the rate of \$35.00 per class period in the elementary, intermediate, middle school and high schools. During inclement weather which causes more than normal student absence or faculty absence, if two classes need to be combined during a teacher's scheduled class period for substituting purposes and that combined enrollment does not exceed the teacher's regular class membership by more than seven (7) students, no reimbursement shall be paid.
3. With the exception of inclement weather, as outlined above, if no substitute teacher is available by 10:00 a.m. for a position at an elementary building, it may be necessary to split a class of students among other teachers in the building. Each teacher assuming the learning responsibilities of students from a class that was split will be paid \$35 per day.
4. This MOU will replace article 10.04 Substitute Teaching in the current SLPTU Master Agreement for the time period of July 1, 2021 through June 30, 2023.
5. This MOU will sunset on June 30, 2023.

Spring Lake Park Teachers United
1415 81st Avenue NE
Minneapolis, MN 55432



Representative



Representative



Dated

Independent School District 16
1415 81st Avenue NE
Minneapolis, MN 55432



Chair



Clerk



Dated

MEMORANDUM OF UNDERSTANDING – Schedule C, Athletics and Activities

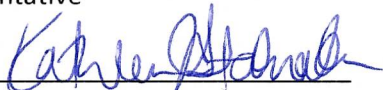
This Memorandum of Understanding is entered into between Independent School District 16 (hereinafter referred to as the School District) and Spring Lake Park Teachers United (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. The intent of this MOU is to study and potentially remove the athletics and activities portion of the salary schedule from the SLPTU master agreement and place it on its own casual wage scale.
3. The SLPTU president, teacher lead negotiator (voluntary) or other identified representative from the union, director of human resources and the director of activities and athletics would collaborate on this MOU, making a final recommendation for the fall of 2022. If no changes are recommended, Schedule C remains the same.
4. The MOU will sunset on June 30, 2022.

Spring Lake Park Teachers United
1415 81st Avenue NE
Minneapolis, MN 55432



Representative

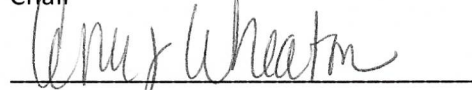

Representative

9/17/21
Dated

Independent School District 16
1415 81st Avenue NE
Minneapolis, MN 55432



Chair



Clerk

8/10/21
Dated

MEMORANDUM OF UNDERSTANDING – Summer School Compensation, Schedule C

This Memorandum of Understanding (MOU) is entered into between Independent School District 16 (hereafter referred to as the School District) and Spring Lake Park Teachers United (hereafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. This MOU replaces the Summer School Teaching hourly rate in Schedule C of the current master agreement for the time period of July 1, 2021 through June 30, 2023 as a result of additional federal funds being allocated to the school district specifically for summer school and the impact of COVID-19 on student learning.
3. A teacher who accepts a summer school or Extended School Year (ESY) teaching assignment shall be compensated at the rate of \$35.00 per hour.
4. This MOU will sunset on June 30, 2023.

Spring Lake Park Teachers United
1415 81st Avenue NE
Minneapolis, MN 55432



Representative



Representative



Dated

Independent School District 16
1415 81st Avenue NE
Minneapolis, MN 55432



Chair



Clerk



Dated

SPRING LAKE PARK SCHOOLS

High expectations, high achievement for all. No excuses.


MEMORANDUM OF UNDERSTANDING – Curriculum Writing and Required Training Compensation, Schedule C


This Memorandum of Understanding (MOU) is entered into between Independent School District 16 (hereinafter referred to as the School District) and Spring Lake Park Teachers United (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period from July 1, 2021 through June 30, 2023.
2. This MOU replaces the Curriculum Writing and Required Staff Training/Committee hourly rates in Schedule C of the current master agreement for the time period of July 1, 2021 through June 30, 2023.
3. A teacher who participates in a required staff training or committee shall be paid at a rate of \$30.00 per hour.
4. A teacher who performs curriculum writing shall be paid a stipend amount on a project basis for the work. The estimated hours per project will be set in advance; however, additional time may be added to ensure completion. The stipend amount will be based on an hourly rate of \$30.00 for the estimated project time.
 - a. *For example, a curriculum writing project is estimated to take 10 hours to complete. The stipend amount will be no less than \$300.00. A teacher would receive the \$300 stipend to complete the project unless the scope of the project were adjusted.*
5. Final stipend amounts are at the discretion of the Director of Learning & Innovation and/or designee.
6. The MOU will sunset on June 30, 2023.

Spring Lake Park Teachers United
1415 81st Avenue NE
Minneapolis, MN 55432

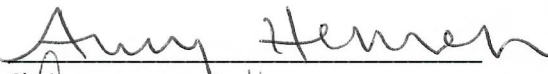
Independent School District 16
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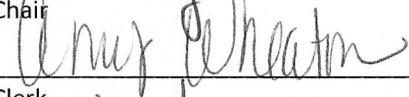


Representative


Representative
9/17/21

Dated



Chair


Clerk
8/10/21

Dated

SPRING LAKE PARK SCHOOLS

High expectations, high achievement for all. No excuses.

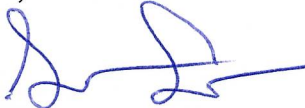
MEMORANDUM OF UNDERSTANDING – Preparation Time

This Memorandum of Understanding (MOU) is entered into between Independent School District 16 (hereinafter referred to as the School District) and Spring Lake Park Teachers United (hereinafter referred to as the Union), representing the Teachers of the School District as follows:


1. The parties have entered into a collective bargaining agreement covering the period from July 1, 2021 through June 30, 2023.
2. This MOU replaces Article 8.05c, item 5, of the current master agreement for the time period of July 1, 2021 through June 30, 2023.
3. A full-time elementary (K-6) classroom teacher shall be provided a total of 275 minutes per week of preparation time within the student contact day. Preparation time shall include preparation for classroom teaching, grading or other paperwork, meeting with staff, contacting parents, or other professional related duties.
4. Individual teachers and/or teams of teachers may determine, in partnership with the building principal, how they wish to utilize at least this amount of time during the week based on the needs of the team and student schedules.
5. The MOU will sunset on June 30, 2023.

Spring Lake Park Teachers United
1415 81st Avenue NE
Minneapolis, MN 55432

Independent School District 16
1415 81st Avenue NE
Minneapolis, MN 55432



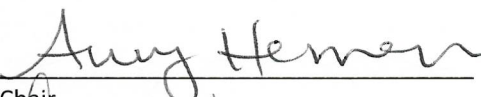
Representative



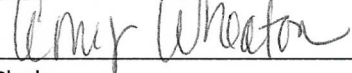
Representative

9/17/21

Dated



Chair



Clerk

8/10/21

Dated

MEMORANDUM OF UNDERSTANDING – SLP Teacher One-Time Investment Plan

This Memorandum of Understanding (MOU) is entered into between Independent School District 16 (hereafter referred to as the School District) and Spring Lake Park Teachers United (hereafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. This MOU takes effect during the 2021-2022 school year (year one of the 2021-2023 master agreement) and applies only to teachers who have completed ten (10) or more consecutive years of service as of July 1, 2021 and remain employed by the school district for at least the 2021-2022 school year.
 - a. Years of service shall be calculated based on the individual's hire date as a teacher with the School District and defined as 92 days or more completed in a school year.
3. Teachers with ten (10) or more years of service shall receive a vested contribution to a post-employment VEBA. The base contribution is \$8,000 for completing ten (10) consecutive years of service and increases by \$600 for each additional year a teacher has completed beyond ten (10) up to 34 years. A teacher who has completed 35 or more years of service shall receive a \$22,500 contribution.
4. The full post-employment VEBA contribution shall be issued March 30, 2022 and will be vested over five (5) years.
5. The contribution amount will be pro-rated based on the teacher's full-time equivalency (FTE) as of the 2020-2021 school year.
6. If a teacher becomes eligible to retire under the Minnesota Teachers Retirement Association (TRA) and retires before the total amount has been vested, said teacher shall retain the full contribution.
7. A teacher who resigns or otherwise separates from employment with the School District (except eligible retirements under item 6) before the total amount has been vested shall forfeit any unvested contribution.
8. This MOU will sunset on June 30, 2022.

Spring Lake Park Teachers United
1415 81st Avenue NE
Minneapolis, MN 55432

Representative

Representative

Dated

Independent School District 16
1415 81st Avenue NE
Minneapolis, MN 55432

Chair

Clerk

Dated

MEMORANDUM OF UNDERSTANDING – SLP Teacher Retention and Investment Plan

This Memorandum of Understanding (MOU) is entered into between Independent School District 16 (hereafter referred to as the School District) and Spring Lake Park Teachers United (hereafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. This MOU takes effect during the 2022-2023 school year (year two of the 2021-2023 master agreement).
3. This MOU applies only to teachers with a hire date from January 25, 2012 through June 30, 2023, were employed as a teacher, and have an active 403(b) with the School District.
 - a. Teachers hired prior to January 25, 2012 are eligible for contributions under the one-time investment plan MOU and shall not be eligible for contributions under this MOU.
 - b. The School District will partner with the Union to notify new teachers of the importance of establishing a 403(b) to receive these contributions.
4. Teachers who have completed ten (10) consecutive years of service in the School District or who have completed a total of twelve (12) years of service, at least seven (7) of which must be in the School District, shall be eligible for an additional contribution of \$8,000 to their 403(b).
5. Contributions shall be made in \$2,000 installments over four (4) years and shall be issued by June 30 each year, beginning on June 30, 2023. The Human Resources department will provide a list of eligible individuals to the SLPTU president and lead negotiator each year.
6. A teacher who resigns or otherwise separates from employment with the School District before receiving the total four-year contribution shall not be entitled to any remaining balance.
7. Contributions made to a teacher's 403(b) under the conditions of this MOU are in addition to the district annual match and shall not count against the district maximum contribution as outlined in Article XVI of the master agreement.
8. Both parties agree that such MOU does not violate any federal or state statute regarding contributions to a 403(b) and this agreement is in lieu of severance.
9. This MOU will sunset on June 30, 2023. (Note: eligible teachers will continue to receive contributions as listed in this MOU until all four years of contributions have been received.)

Spring Lake Park Teachers United
1415 81st Avenue NE
Minneapolis, MN 55432


Representative


Representative


Dated

Independent School District 16
1415 81st Avenue NE
Minneapolis, MN 55432


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Clerk


Dated