

AGREEMENT

Between

SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 194

And

EDUCATION MINNESOTA LAKEVILLE

Effective

July 1, 2019 through June 30, 2021

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## ARTICLE I

### PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 194, Lakeville, Minnesota, hereinafter referred to as the School Board, and the Education Minnesota Lakeville, AFT, NEA, AFL-CIO Local No. 1803, hereinafter referred to as EML, 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

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Education Minnesota Lakeville as the exclusive representative of teachers employed by the School Board of Independent School District No. 194, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The EML shall represent all the teachers of the District as defined in this Agreement and in the P.E.L.R.A.

Section 3. Exclusive Negotiating Rights: The Board agrees not to negotiate with any teachers' organization other than the EML so long as the EML is the duly authorized exclusive representative of the teachers of this District.

Section 4. Appointments: Education Minnesota Lakeville shall have sole discretion to appoint its representatives to any ISD 194 Committees established concerning terms and conditions of employment. In addition, EML reserves the right to appoint its representatives to any committee that is formed by the District requiring collaboration with the union to complete its charge.

Section 5. Use of Facilities:

Subd. 1. School Buildings: EML shall have the right to use school buildings before or after school hours for meetings, scheduling such use with the principal of the school, provided that this shall not interfere with or interrupt school operations.

Subd. 2. Discussion: Duly authorized representatives of EML shall be permitted to discuss matters pertaining to EML business with ISD 194 personnel on campus during non-instructional times at the discretion of the principal, provided that this shall not interfere with or interrupt normal operations.

Subd. 3. Other: EML shall have the right to place appropriately identified notices, communications, and other material on designated school bulletin boards, through ISD 194 voice mail and e-mail systems, and in teachers' mailboxes, provided that this shall not interfere with or interrupt normal operations and be in accord with District policies.

Section 6. EML / District Professional Issues Committee: Administrative representatives, as designated by the Superintendent, and EML representatives, as designated by the EML President, will meet monthly for the purpose of addressing issues of common interest that are not related to contract negotiations or the collective bargaining agreement. Meetings will be scheduled or cancelled by mutual consent of both parties, will be one hour in length, and a proposed agenda will be presented to the Superintendent seven calendar days before the scheduled meeting. The process will be evaluated on an annual basis to ensure that it meets the needs and interests of both parties.

### **ARTICLE III**

#### **DEFINITIONS**

Section 1. 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, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of a School District. The terms are subject to the provisions of M.S. 179A.01 regarding the rights of public employers and scope of negotiations.

Section 2. Teacher: Shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be licensed by the State Board of Teaching; but shall not include superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisor employees, essential employees, and such other employees excluded by law.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Board: The word "School Board" as used in the Agreement means the Board of Education for School District 194 or its designated representative.

### **ARTICLE IV**

#### **SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

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

## **ARTICLE V**

### **TEACHER RIGHTS**

Section 1. Teacher Rights: The School Board recognizes all rights and obligations as set forth in Section 179A.06 of P.E.L.R.A. of 1971 and other applicable Minnesota laws.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check-Off: Upon receipt of a properly executed authorization card of the teacher involved, not later than October 10<sup>th</sup>, the School District shall deduct from the teacher's pay check the dues that the teacher has agreed to pay to the teacher organization on a bi-monthly basis, in equal installments from each pay check, October 31 through May 31. Said authorization shall have a uniform number of deductions for all teachers.

Subd. 1. Continuing Authorization: The authorization card will provide continuing authorization for deduction according to the process outlined in this section. If the individual withdraws in writing with the "exclusive representative" in the "drop window" between September 1<sup>st</sup> and September 30<sup>th</sup> of any year, or ceases to be an employee of the School District, EML will notify the District, and the authorization and deduction shall cease.

Subd. 2. Organization Membership List: Each year the organization(s) shall present a list of such members on or before October 10, with a copy of the authorization card for new members. The organization listing shall include separate lists of regular members and potential (non) members of the bargaining unit.

Subd. 3. New Members: Persons becoming new members after October 10 in any contract year will have deductions made for the remainder of the deduction process. Such authorization will be effective in the pay period following receipt of the members from the organization.



Section 4. Payroll Deductions:

Subd. 1. To Credit Unions: Lakeville teachers shall be allowed payroll deductions to credit unions. Such requests for deductions will be made on a proper authorization card.

Subd. 2. To Federal PAC: Lakeville teachers shall be allowed payroll deductions to AFT COPE. Such requests for deductions will be made on a properly executed authorization card. The School District is responsible to transmit contributions, along with a roster of contributors, on a monthly basis to the AFT.

Section 5. Fair Practices Employment: The School District will comply with all federal and state laws, rules, and regulations relating to employment discrimination, including Title VII of the Civil Rights Act and Minnesota Human Rights Act.

Section 6. Personnel Files:

Subd. 1. Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files wherever generated relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained herein. A district may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure. Expungement proceedings shall be commenced within the time period provided for the commencement of a grievance.

Section 7. Progressive Discipline:

Subd. 1. Purpose: The purpose of this Article is to set forth the procedures for, and the conditions under which teachers may be disciplined. All discipline shall be for just cause and subject to the grievance procedure found in Article XI of this Agreement. Except in cases of termination, all discipline administered shall have remediation as its goal. Upon the filing of charges against a teacher, the School Board may suspend the teacher from regular duty while it conducts an investigation of the matter. If, upon final decision, the teacher is suspended without pay or terminated, the School Board may in its discretion determine the teacher's salary or compensation as of the time of filing of the charges. If the final decision is favorable to the teacher, there shall be no abatement of salary or compensation.

Subd. 2. Steps: Discipline shall be administered by the Superintendent, or Executive Director of Administrative Services, or designee. Discipline shall normally occur in the following sequence:

1. Oral Reprimand: An oral reprimand shall only be given to a teacher in the presence of a union representative. The supervisor shall meet with the employee to review the supervisor's observations, unacceptable performance or misconduct and inform the employee that his/her conduct, performance or both must improve. The supervisor will make a record of the oral reprimand and forward it to the District Human Resource

office to be placed in the employee's personnel file. A letter of direction may or may not be included as part of the oral reprimand.

2. Written Reprimand: A written reprimand may be issued due to the seriousness of an offense or if prior oral reprimands have not produced the desired results. The written reprimand shall contain:
  - a. Labeled as a written reprimand.
  - b. State the unacceptable performance or misconduct which has necessitated the action.
  - c. Indicate acceptable standard of performance or conduct as well as a corrective action plan, if appropriate.
  - d. Indicate the period of time the employee will be given to correct or improve the performance or conduct.
  - e. State the consequences if satisfactory improvement is not made.
3. Suspension Without Pay: A teacher may be suspended without pay for just cause. Any such suspension is subject to the grievance procedure.

Notice: Suspension shall take effect upon the teacher's receipt of written notification from the superintendent of schools to the teacher, stating the grounds for suspension. The teacher may make a written request within ten (10) working days after receipt of such notification for a hearing before the School Board to review the suspension. If no hearing is requested by the teacher within the time limits specified, it shall be deemed acquiescence by the teacher to the suspension.

Hearing: If the teacher requests a hearing within the ten (10) calendar day period, the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. At the option of the school board, the hearing may be by a committee or a designated representative of the School Board. The School Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated appropriately for any salary loss during the period of suspension not affirmed by the School Board. The teacher shall be notified of the date, time, and the place of the hearing and the school board shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

Grievance: The decision of the School Board shall be subject to the grievance procedure as provided in the Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within ten (10) calendar days after receipt of the School Board's decision.

4. Termination: Termination for cause shall be in accordance with MS 122A.40 and other relevant statutes.

Subd. 3. Exceptions: Generally discipline shall follow the steps outlined herein in order. Some offenses, however, are so grievous that they may require up to and including termination as the initial step. These exceptions include but are not limited to: theft of District or personal property, unexcused absence from work, the sale or use of drugs, intoxication or the consumption of alcoholic beverages while on duty, gross insubordination, sexual, religious, racial harassment or violence, child abuse, an act of violence against another person.

**Section 8. Staffing / Evaluation:** The District and Education Minnesota Lakeville support the view that specific staffing guidelines and timelines need to be implemented consistently across the District. Both parties agree to the following guidelines of staffing/evaluation policy to be implemented for all members of the bargaining unit.

1. Teachers will be given written notice on or before October 1 at each site detailing the schedule of evaluations for the school year by the building administrator. Tenured teachers will receive notice of the rotation schedule for classroom observations in the building and notification of any evidence to be collected.
2. The written notice on or before October 1 will designate who will complete each evaluation and which administrator is responsible for the summative evaluation. It will also designate who will make the tenure/retention recommendation.
3. The timelines for probationary teachers will be one observation per quarter allowing time for reflection and professional growth between classroom visits. All probationary teachers will have their summative evaluations on or before May 15; in all cases, however, Minn. Stat. 122A.40 governs the right of probationary teachers to continued employment. Continuing contract teachers in year three of the TDE cycle will have their summative evaluation by June 1<sup>st</sup> of any given school year. Summative evaluations and recommendations will be sent to Human Resources department on or before May 15<sup>th</sup>/June 1<sup>st</sup>.
4. For special education probationary teachers, the building principal will be responsible for two observations and a special education administrator will be responsible for one observation. The designated administrator will be responsible for the summative summary and summative recommendation to be communicated to the teacher and sent to HR on or before May 15<sup>th</sup>/June 1<sup>st</sup>.
5. Educators in years one and two of the TDE cycle will receive their TDE evaluation scores by the end of workshop week in the following school year.

**Section 9. Staffing / Schedules:** All educators will be provided a complete schedule which includes the following:

1. Beginning and end times of their duty day.
2. Assigned sections/classes to be taught with specific time periods.
3. Specifically defined prep time.
4. Specifically defined duty-free lunch time.

This schedule will be provided on or by the first day of workshop week. If after August 15 a position is filled, or sections are either added or reduced, a new schedule or modified schedule as needed will be provided within fourteen (14) calendar days.

## **ARTICLE VI**

### **MEET AND CONFER**

**Section 1. Provisions for Meet and Confer:** Pursuant to M.S. 179A.06, Subd. 4, and M.S. 179A.08, Subd. 2, the exclusive representative shall have the right to meet and confer with the Board.

## ARTICLE VII

### BASIC SCHEDULES AND RATES OF PAY

#### Section 1. Salary Schedules:

Subd. 1. 2019-20. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of this Agreement for the 2019-20 school year.

Subd. 2. 2020-21. The wages and salaries reflected in Schedule B, attached hereto, shall be a part of this Agreement for the 2020-21 school year.

Section 2. Status of Salary Schedules: This schedule is based on an employment period consistent with the school calendar and other such policies relative to employment. Upon expiration of this Agreement, the salary schedules contained herein shall have no force or effect. The salary schedules shall not be construed as a part of a teacher's continuing contract. The School Board reserves the right to withhold increment advancement or any other salary increases for good and sufficient reason. Such School Board action must be taken and the teacher notified in writing prior to July 1. The teacher may appeal directly to arbitration as provided in the grievance procedure, by serving the Superintendent written notice thereof within 21 calendar days after School Board action. A teacher who has had any salary increase withheld pursuant to this section shall be reinstated after one year to the position on the salary schedule where the teacher would be had there been no withholding action.

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

Subd. 1. Credit Application: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and must be in addition to those credits which are necessary for initial certification. All credits will be on a quarter credit basis (i.e., 1.5 x semester credit). Also, credits used toward advancement on the salary schedule must also be earned by completing courses relating to the major teaching field, or as a part of a definite career plan in education, which has been previously approved by the Executive Director of Administrative Services. A portion of acceptable credits may be credits earned from experience designated as "in-service" by the Executive Director of Administrative Services and/or a committee appointed by the Executive Director of Administrative Services for that purpose.

Undergraduate credits or in-service credits taken outside the School District may be used toward advancement on the salary schedule upon the prior approval of the Executive Director of Administrative Services, whose decision is final and binding and shall not be subject to the grievance procedure.

Three (3) of the fifteen (15) credits for any given lane change may be outside the teacher's major teaching field if related to the field of education with the approval of the Executive Director of Administrative Services, whose decision is final and binding and not subject to the grievance procedure.

Credits for any given lane change which are not graduate credits in the major teaching field must be pre-approved by the Executive Director of Administrative Services as part of an

established career plan. Such an established career plan shall be submitted in writing to the Executive Director of Administrative Services prior to taking the courses or in-service and shall be subject to the approval of the Executive Director of Administrative Services whose decision is final and binding and not subject to the grievance procedure.

New areas of licensure (District required):

If the District requires that a teacher take additional coursework (graduate or undergraduate) in order to obtain a new area of licensure (e.g., 5-8 middle level licensure), the teacher will have the option of receiving future salary advancement or receiving reimbursement from the District for the actual cost of tuition and fees related to such course work.

1. Upon such a request by the District, the teacher shall be given 3 school years to complete the necessary coursework.
2. Any employee that has no option of lane advancement will be reimbursed by the District for actual cost of tuition and fees related to all coursework.
3. Any teacher wanting to utilize this provision has the responsibility to submit to the Human Resources office the following: request for pre-approval of courses, official transcripts upon completion of courses, proof of payment, and a copy of the new license.
4. This section shall not apply to changes in state licensure requirements or licensure change voluntarily pursued by the teacher.

Subd. 2. Effective Date: Individual contracts will be modified to reflect one change in lanes per fiscal year. All petitions for lane changes are due by September 15 or January 15. Proof of registration to substantiate the teacher's position shall be on file in the Human Resources office at that time. Official transcripts must be on file in the Human Resources office as soon thereafter as possible.

Subd. 3. Advanced Degree Program: A teacher shall be paid on the Master's Degree lane or higher only if the Master's Degree is germane to the teaching assignment or is a part of a definite career plan in the field of education previously approved by the Executive Director of Administrative Services. Under no circumstances may the credits earned before receipt of or in pursuit of either a B.A. or a Master's Degree be applied for lane change purposes beyond the B.A. or M.A. lanes.

Subd. 4. Prior Experience: A new teacher to this School District who has had experience in other school systems may be given unlimited experience for salary purposes at the discretion of the Executive Director of Administrative Services.

Subd. 5. Lane Advancement: When advancing from one lane to another, a teacher shall move across the schedule to the appropriate lane of academic preparation, limited to two (2) lane changes per contract year unless the coursework results in the attainment of a Master's, Ed.D., Ed.S., or Ph.D. degree.

Subd. 6. Final Determination: The Executive Director of Administrative Services shall make final determination of placement, when questionable, in relation to Article VII, Section 3.

Subd. 7. Step Advancement: A teacher must work at least 0.5 FTE or the equivalent thereof to qualify for step advancement on the salary schedule. If a teacher works a combined FTE of at least 0.5 FTE over a two-year period, then the teacher qualifies for step advancement

following the second year. This subdivision is effective July 1, 2012 (i.e., for the 2012-13 step advancement). Under no condition shall a teacher be advanced more than one step within a one-year period.

Subd. 8. Application: Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university except in-service credits as provided in Subd. 1 above. Correspondence school credits may not be applied.

#### Section 4. Pay Periods:

Subd. 1. All teachers will be paid twice per month, with checks being distributed on the 15th day and the last day of each monthly period in 24 equal installments throughout the year, with the last five installments paid in advance with the June 30 paycheck.

#### Section 5. Part-Time Assignments:

Subd. 1. Secondary: In the case of a seven-period day program, each assigned period is paid 1/6 of salary. In the case of a six-period program, each assigned period is paid 1/5 of salary.

Subd. 2. Elementary: Part-time teachers shall be provided the same proportion of non-student time to student time as provided for full-time teachers on a pro-rata basis.

Subd. 3. Elementary Specialists: Standard staffing procedures call for one elementary homeroom per specialist class period. The parties recognize, however, that circumstances may exist, due to limited facilities and/or scheduling possibilities, which require the District to schedule more than one homeroom per elementary specialist class. Specialist teaching a combined class containing forty (40) or more students for an extended period of time (more than five (5) days) will be assigned an additional licensed teacher. Exceptions to this provision include elementary band classes. Any teacher teaching combined classes on a temporary basis will receive a prep substitution stipend per the requirements set forth in of Article 8, Section 6.

#### Subd. 4. Link 12:

- a. Any person with a part-time assignment, will attend full day for in-service, workshop, and teacher assessment days and be paid at the hourly rate hours above the normal pro-rated time for part-time.
- b. Any person with a part-time assignment under 0.5 FTE will advance one step in salary placement every other year (regardless of FTE level).

Subd. 5. Duties for less than 1.0 FTE: Required attendance at additional duties outside of the normal contract day, such as conferences, open houses, etc., shall be based on a pro-rata system according to assigned FTE. It is recognized, however, that approval of job share arrangements is contingent on the ability of both teachers to meet all student and parent needs.

## ARTICLE VIII

### EXTRA COMPENSATION

**Section 1. Activity Pay Guide:** The Activity Pay Guide shall be that as presented in Schedule C of this Agreement. The District and the EML shall meet to establish the compensation rate for any activity positions, which do not appear on Schedule C. Employees involved in Activity Pay Schedule C will receive their compensation during the season/activity.

<b>Season:</b>	<b>Paid in Equal Installments Between:</b>	<b>Postseason Pay On:</b>
Fall Activities	September 30 - October 31	December 15
Fall Stipends/Clubs	October 31	NA
Winter Activities	December 15 - February 28	April 15
Winter Stipends/Clubs	February 28	NA
Spring Activities	April 15 - May 31	June 30
Spring Stipends/Clubs	May 31	NA
Year Long	September 30 - May 31	If applicable, June 30
Semester I Activities	September 30 - January 31	NA
Semester I Stipends	January 31	NA
Semester II Activities	February 28 - May 31	NA
Semester II Stipends	May 31	NA

**Section 2. Activity Assignments:** Activity assignments as presented in Schedule C shall not be part of the teacher's continuing contract.

**Section 3. Stipend for Department Heads and Team Leaders:** Stipends for department heads and team leaders shall be presented in Schedule D of this Agreement.

**Section 4. National Certifications:** Employees who successfully complete the voluntary National Teacher Board Certification process will be paid \$1750 in addition to their regular annual salary. School Social Workers who earn the License for Independent Clinical Social Work (LICSW), Speech and Language Therapists who earn the National Certificate of Clinical Competency (CCC), School Psychologists who earn the National Certification issued by the National Association of School Psychologists (NCSP), Occupational Therapists who earn the Occupational Therapist Registered (OTR) Certificate, School Nurses who earn a National School Nurses Certification, ECFE teachers who earn the Certified Family Life Educator from the National Board of Family Educators, School Counselors who earn National Certified Counselor (NCC) status, and Licensed Marriage Family Therapist status earned will be paid \$1500 in addition to their regular annual salary. Stipends for part-time employees will be paid on a pro-rata basis.

Section 5. Pay for Service Beyond Contract Period:

Subd. 1. The rate of pay for teachers who are employed for an instructional capacity beyond the regular school year contract period shall be paid on a weekly basis the sum of \$1400 per 40-hour week. Instructional capacity includes curriculum development, extended weeks of teaching and other authorized activities as designated by the School District. Extended weeks of teaching beyond the regular school year contract period shall be paid on a weekly basis the sum of \$1400 per week. Payments will occur as part of regular payroll cycle.

Subd. 2. Summer School: The rate of pay for teachers who are employed for an instructional capacity during summer school shall be paid on a weekly basis at the rate of \$35.00 per hour.

Subd. 3. Presentations Made by Staff: Teachers who agree to make in-service presentations shall negotiate a salary based on an hourly rate as determined in Subd.1 of this Article.

Section 6. Prep. Substitution and Classroom / Student Coverage:

Subd. 1. The process of reporting prep substitution and classroom coverage as well as the rates of payment will be implemented by the Office Managers from each District site. Coverage shall be reported at the end of each pay period, and educators shall be compensated for this duty in the succeeding pay period following each report.

Subd. 2. There are six possible situations for which educators may be compensated for classroom / student coverage:

1. If for one period (secondary) or for up to one hour (elementary), or covering for a classroom during their prep time, a person should receive \$40, defined as the “prep sub” coverage rate.
2. If for two or three periods (secondary), 90 minutes to 3 hours (elementary), a person should receive the half-day substitute pay rate.
3. If for four or five periods (secondary) or longer than 3 hours (elementary), a person should receive the full-day substitute pay rate.
4. If a secondary person covers for six periods in a day, or “doubles up / absorbs” another class for the day (loss of prep), they should receive the \$40 (period coverage) plus the full-day substitute pay rate.
5. If an elementary classroom educator “absorbs” from another classroom, they are entitled to the \$40 (“prep sub” rate) plus the full-day substitute pay rate divided between the number of persons the class is divided amongst. (i.e. if there are four sections at a grade level, one is absent without sub and the class is divided among 3 rooms, each person would receive an additional one-third of the full-day substitute pay rate.)
6. If an elementary specialist is pulled from their assignment and covers for another educator for the day, or “double’s up” for the day combining two educators class load, they are entitled to the \$40 (“prep sub” rate) plus the full-day substitute pay rate combined.



<b>Amount</b>	<b>Secondary Period/Hours</b>	<b>Elementary Period/Hours</b>
Prep coverage (\$40)	One Period	Up to One Hour
Half-day substitute pay rate (\$67.50)	2-3 Periods	90 minutes - 3 hours
Substitute pay rate (\$135)	4-5 Periods	3+ hours
Prep coverage plus substitute pay rate (\$40 + \$135 = \$175)	6 Periods, "Doubles Up/Absorbs another class" and loses prep	Elementary Specialist "Doubles Up/Absorbs another class" and loses prep
Prep coverage (\$40) + divided substitute pay rate (\$135) between number of persons covering class	NA	Multiple teachers "absorb" another classroom for the day

**Section 7. Student Bus Chaperone:** A stipend of \$50.00 for non-conference games or for conference games for bus chaperoning shall be allowed as determined by the Superintendent of Schools.

**Section 8. Teacher Supervision:** Teachers may be assigned to other duties beyond the basic teacher's day at school activities, not to exceed a total of three such duties per year, and be compensated at a rate of \$40.00 per duty assignment. Teachers may volunteer for additional duties. Examples of such duties would be ticket selling or ticket collecting at home athletic events, and predetermined staffing as approved by the superintendent or his/her designee. Said assignments do not include the responsibilities that a teacher is assigned as a class or club advisor.

**Section 9. Site Manager:** This person is responsible for coordinating home athletic event details including, but not limited to, accommodating the visiting school and officials, supervising crowd control, supervising custodial set up/take down, providing necessary audio-visual equipment, contacting emergency medical assistance when necessary, and supervising and assisting home workers, including ticket sellers. The site manager's duties begin 15 minutes prior to the anticipated arrival of the visiting team and end when the visiting team has left. The pay shall be \$90.00 per home event.

**Section 10. Travel Reimbursement:** Teachers who regularly travel between School District buildings as part of their regular teaching assignment, and as a result have a loss of prep or an increase in the length of their duty day, shall be compensated at the rate of \$6920 for an entire year (traveling every teaching day). Any teacher who travels less than every teaching day, shall be compensated on a pro-rata basis, number of travel days / number of student contact days. Any teacher who travels shall also be reimbursed for mileage in accordance with the Internal Revenue Service established rates. Persons who regularly travel between two sites will receive written notification from the Human Resources Department as to whether they do or do not qualify for the stipend by October 1<sup>st</sup> of each year.

Section 11. Secondary Additional Assignment: If the School Board elects to assign a full-time teacher an additional class above 1.0 FTE for the school year, the compensation will be on a pro-rata basis. For one quarter, pay shall be 0.05 FTE, for one semester, pay shall be 0.1 FTE, and for the entire year, pay shall be 0.2 FTE.

Section 12. Extended School Day: Any teacher attending any meeting (e.g. IEP conferences, faculty meeting, etc.) which extends beyond the regular work day, shall be compensated at the prep substitution rate (Section 6 of this article).

1. Teachers shall be compensated for any extended school day meetings during the school year.
2. Compensation will be paid in blocks of fifteen (15) minute intervals.
3. A teacher shall be compensated for meetings in which his/her attendance is required by statute or requested by the principal, team leader or committee chairperson. A compensation form shall be submitted to the principal; special education supervisor, coordinator, or director; team leader or committee chairperson. Documentation of all time will be submitted on the appropriate forms.

Section 13. New Hire Orientation: Any person newly hired into the District who attends orientation/training beyond the 186 days currently required in Article 14, Section 1 of this agreement, shall be compensated at the rate of pay provided substitute teachers. Pre-workshop orientation/training will be an expected “condition of employment” for new hires. This expectation may not exceed 32 hours of time.

## ARTICLE IX

### TAX DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. The School District shall contribute an amount equal to the teacher's contribution in a tax-deferred matching contribution plan. The District's contribution will be based on the teacher's years of service in the District and shall not exceed the following fiscal amounts:

<u>Years of Active Service in the District:</u>	<u>Employer Match</u>
0 – Tenure	0 (No employer match.)
Tenure - 5	\$ 400
6 -10	\$1,000
11 - 20	\$1,200
21+	\$1,500

Section 2. Active Service: Active Service is defined as credited years for purposes of step movement as of July 1, 2011. After July 1, 2011, active service is defined as credited years of service for purposes of step movement, with the additional requirement that a teacher be assigned to at least 0.5 FTE.

Teachers placed on Unrequested Leave of Absence (ULA) under Article XVI or on Leave of Absence (LOA) under Article XII will maintain credited years of active service. Teachers on ULA or LOA will receive credit for active service if their annual FTE assignment is at least 0.5 FTE or the

equivalent thereof. An EML President on leave under Article XII, Section 7 shall receive credit for years of active service while on release time.

Teachers who resign from the District will forfeit all credited years of active service.

Section 3. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.

The District and EML agree to the following:

1. Teachers will be allowed to participate in the Minnesota State Deferred Compensation 457 Plan in accordance with Minnesota State law. Teachers currently in this plan as of July 1, 2009, will continue to be eligible for the employer match. Any new enrollees in the plan after July 1, 2009 will not be eligible for the employer match.
2. Teachers participating in the VALIC 457 Plan as of December 1, 2008 will be allowed to continue in this plan until retirement or until they elect to withdraw from this plan, whichever occurs first. These teachers will continue to be eligible for the Employer match. No new enrollees will be allowed in the plan after July 1, 2009.

Section 4. The School District contribution is not payable unless the teacher authorizes a matching salary reduction.

Section 5. A teacher working less than full-time shall be eligible for a prorated School District contribution provided the employee authorized salary reduction of an equivalent amount paid to the plan for the same period.

Section 6. EML and the School District agree that the following vendors will be eligible to receive contributions from employees and the employer:

1. VALIC
2. Ameriprise Financial
3. AXA-Equitable
4. VOYA
5. Educators Financial Services

Any change in the number of vendors or the eligible vendors must be by mutual consent of both the EML and the School District.

Section 7. The School District contribution and matching teacher contribution will be made to an approved company, as listed in Section 5, of the teacher's choice. It shall be the responsibility of the teacher to make all arrangements required by the vendor to insure that proper payment is made by the School District. The District shall make payment to the employee's selected company bi-monthly.

Section 8. Teacher participation in the plan shall be voluntary.

Section 9. The teacher's matching fund contribution shall be deducted from any early retirement incentive payment for which the employee may be eligible under the Early Retirement Incentive article of this agreement.

**ARTICLE X**

**GROUP INSURANCE**

Section 1. Employee Group Insurance:

Subd. 1. Health Insurance:

Using the Open-Access \$20 Co-pay Plan Premium as the standard, the employee and District shall share equally any increase of insurance premium costs (50% to District contribution, 50% to employee contribution).

The contribution generated from this calculation of the Open-Access \$20 Co-pay Plan Premium is applicable to all District plans.

If an employee chooses to participate in a plan with a \$500 deductible or greater, the difference between the School District contribution to the group plan and the cost of the \$500 deductible plan shall be placed in an HRA/VEBA account in the employee's name.

Subd. 2. Single Coverage: The District shall contribute monthly for the 24 pay option plan for health and hospitalization the following:

<u>Open-Access \$20 Co-pay Plan</u>	
<b>2019-20:</b> \$694.88 per month	<b>2020-21:</b> TBD
<u>\$500 Comprehensive Major Medical Plan</u>	
<b>2019-20:</b> \$676.95 per month	<b>2020-21:</b> TBD

The contributions shall be made toward the premium for individual coverage for all teachers employed by the School District who qualify for and who are enrolled in the District group insurance plan. To qualify, the teacher shall be involved in no less than 30 hours of employment per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Employee + 1 Coverage: The District shall contribute monthly as indicated below, for the 24 pay option plan for health and hospitalization for all teachers employed by the School District who qualify for and are enrolled in the District employee +1 group insurance plan. To qualify, the teacher shall be involved in no less than 30 hours of employment per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

<u>Open-Access \$20 Co-pay Plan</u>	
<b>2019-20:</b> \$1521.77 per month	<b>2020-21:</b> TBD
<u>\$500 Comprehensive Major Medical Plan</u>	
<b>2019-20:</b> \$1482.51 per month	<b>2020-21:</b> TBD

Subd. 4. Family Coverage: The District shall contribute monthly as indicated below, for the 24 pay option plan for health and hospitalization toward the premium for all teachers employed by the School District who qualify for and are enrolled in the District family group insurance plan. To qualify, the teacher shall be involved in no less than 30 hours of employment per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

<u>Open-Access \$20 Co-pay Plan</u>	<b>2020-21: TBD</b>
<b>2019-20: \$1848.36 per month</b>	
<u>\$500 Comprehensive Major Medical Plan</u>	<b>2020-21: TBD</b>
<b>2019-20: \$1800.67 per month</b>	

Subd. 5. Dental Insurance: The District shall contribute up to the sum of \$32.00 per month toward the premium for individual or family coverage for all teachers employed by the School District who qualify for and are enrolled in the School District's dental insurance plan.

Beginning on January 1, 2020, the district contribution per month will increase to \$40 per month toward a Single policy, and to \$67 per month for a Family policy.

To qualify, the teacher shall be involved in no less than thirty (30) hours of employment per week. Any additional cost of the premium shall be borne by the employee and paid through payroll deduction.

Subd. 6. Long-Term Disability: The District shall provide long-term disability insurance, which provides the teacher with 66 2/3% of his/her teacher's salary after ninety (90) calendar days. A teacher who qualifies for long-term disability insurance may be granted an additional medical leave following the 12 weeks of leave under Family and Medical leave act of up to 40 weeks (totaling 52 weeks or 12 months), during which time the District contribution for medical insurance will continue. Teachers returning from such medical leave will be assigned in accordance with criteria indicated in Article 12, Section 8. Teachers who are unable to return to work after a period of one year may be terminated following District consideration of all surrounding facts and circumstances; in such cases, LTD benefits will continue in accordance with the terms of the insurance policy. Any termination shall be in accordance with M.S. 122A.40, other relevant statues, and conditions set forth in Article 5 Section 8.

Subd. 7. Life Insurance: All teachers who qualify for and who are enrolled in the group insurance plan shall be eligible for a \$50,000 term life insurance policy at the agreed-upon rate up to .240 per thousand.

Subd. 8. Married Teachers: Married teachers, who are both teaching full-time in the School District and are either both taking individual coverage or one of which is taking family coverage, are entitled to full School Board contribution toward family coverage.

Section 2. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy, provided the teacher has requested such insurance in writing and the Superintendent or his/her designee has acknowledged receipt of such request in writing, and pay such amounts as agreed to herein; and no claim shall be made against the School District or exclusive representative as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Early Retirement: A teacher who was hired prior to January 1, 2012, has twenty (20) years of teaching experience in the School District and is at least fifty-five (55) years of age shall be eligible upon retirement to participate in the District's hospital-medical insurance plan pursuant to Article XVII, Section 6, until the teacher becomes eligible for Medicare. Retirees who are eligible to receive or who are receiving an annuity from a public pension fund are eligible to continue

participation in the District’s group health, hospitalization, and dental plans indefinitely at their own expense, pursuant to M.S. 471.61, Subd. 2b.

**Section 4. Part-Time Teachers:** Part-time teachers who work 20 hours per week or more shall receive pro-rata contribution by the School Board and any additional cost of the premium shall be borne by the teacher and paid by payroll deduction. The School Board shall contribute a pro-rata sum for each coverage toward individual coverage as set forth in Section 1, Subd. 1, employee +1 coverage as set forth in Section 1, Subd. 2, and family coverage as set forth in Section 1, Subd. 3, and dental insurance as set forth in Subd. 4 above. Persons employed less than 20 hours per week may purchase insurance at their own expense if permitted by the carrier.

**Section 5. Duration of Insurance Contribution:** Each teacher who begins work on the first day of the contract year, and who teaches for the remainder of the school year, will be eligible for School Board contribution to all insurance programs through August 31 of that year. Teachers who are hired as regular teachers’ mid-year and are offered a subsequent contract the following year will be eligible for contributions through August 31. Long-term substitute teachers will be eligible for contributions through the end of their employment contract unless they are offered a subsequent contract for the following year, in which case they will be eligible for contributions through August 31.

<b>Hire Date</b>	<b>End Date</b>	<b>Continuing Next School Year</b>	<b>Insurance Goes Through</b>
Start of School Year and prior to October 31	End of School Year	Yes or No	August
After start of School Year	End of School Year	Yes	August
After October 31	End of School Year	No*	June
After start of School Year	Prior to end of School Year	No	Month of the last day worked

\*If rehired after June 15, prior to August 1, insurance will be reinstated

**Section 6. Selection:** The selection of the insurance carrier and policy shall be made by the School Board pursuant to law, following consultation with the insurance committee.

**Section 7. Employee Premium Costs:** All employee paid premium costs shall be per IRS Section 125 flexible spending account.

## **ARTICLE XI**

### **INSURANCE COMMITTEE**

The District shall establish a permanent standing Insurance Committee in order to ensure compliance with Minnesota Statute 471.6161 with respect to Group Insurance.

Subd. 1. The Composition / Structure of the Committee shall be:

- The Executive Director of Administrative Services,
- The Executive Director of Business Services,
- The Assistant Director of Human Resources,
- Three (3) members of EM-Lakeville as determined by the EML President,
- Two (2) members of LEAF as determined by the LEAF President,
- One (1) member of EM Kid Zone Instructors as determined by the KZ President,
- One (1) member of Buildings and Grounds (SEIU) as determined by the Local #284 President,
- One (1) member of LASA as determined by their President,
- One (1) member of Small Wonders Instructors as determined by their group,
- One (1) member of Food Services as determined by their group,
- One (1) member of Non-Affiliated employees as determined by their group.

Members of the committee may include any consultants/staff (excluding carrier or captive representatives) as deemed appropriate by the committee for the business of the committee on an ad hoc (non-voting) manner. District-selected medical insurance consultants (e.g., National Insurance Services representatives) will be a part of committee and involved in all proceedings of committee.

Subd. 2. The roles, responsibilities, and timelines for the Committee shall include (but not be limited to):

1. Review of claims and revenue-related information relating to Medical and Dental Insurance programs provided by the District.
2. Review the most recently available 24 months of non-identifiable aggregate claims data. This data will be segregated into distinct benefit categories in order for a plan design analysis to be performed and will be reviewed annually and prior to the issuance of and request for proposal (RFP).
3. Review the RFP and offer suggestions for inclusion prior to it being posted publicly. This shall occur every two years unless the committee agrees to a different time-frame.
4. Any RFP, and subsequent contract, shall be for two years unless the committee agrees to a different time-frame.
5. Opening of provider bids, and subsequent negotiations with providers, shall comply with statute and be reviewed by the committee.
6. Presentation of the analysis of provider bids shall be made by the District, or their designated individuals, to the committee no later than three months prior to the renewal.
7. Determination of the final recommendation for approval by the Board of Education will be made by the committee at a meeting to be held at least 15 days following the presentation of bid analysis. This recommendation shall include (but not be limited to):
  - a. Any changes in a specific benefit or any changes in aggregate value of the plan design must be approved by each applicable bargaining unit represented on the committee.
  - b. Voting on decisions of the committee shall be made on a “weighted” basis. Each bargaining unit on the committee shall carry the proportional voting weight of the number of employees they represent in the district’s total. (i.e., if representing 300 of 1500 employees, their vote would be a 20% weighted value.) If a bargaining unit represents more than 50% of the employees of the district, their approval must be obtained on any decision for it to be approved. Vote results will be available to all staff.
  - c. Premiums set for each employee option and plan offered by the District.

- d. Reserve target and required timeframe.
- e. A plan of how to distribute any monetary amounts that accumulate in the “reserve fund” above the established “target” percentage to the benefit of the employees covered by the district insurance plans.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Where the singular use of the word teacher is used, the plural of teachers may be substituted where applicable.

Section 2. Representative: The teacher, administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf. The teacher has the right to be present at all steps of the procedure that he/she elects to pursue.

Section 3. Definitions and Interpretations:

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

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

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

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

Subd. 5. Multiple Building Grievances: If the grievance involves more than one school building, it may be filed with the Superintendent of Schools and begin at Level III of grievance procedure. A copy of any grievance shall be filed by the grievant with the EML on the designated form which shall be available from the EML representative and the principal or immediate supervisor in each building.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration beyond Level I of the grievance procedure unless the grievance is submitted in writing to the School Board's designee, with copy to the EML, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 30 days after the date the event giving rise to the grievance occurred, or should have known when the event giving rise to the grievance



occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute waiver of the grievance.

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

Subd. 1. Level I: An effort shall first be made to adjust an alleged grievance informally between the teacher involved and the principal or immediate supervisor. The principal or immediate supervisor shall give a written decision on the grievance to the parties involved and the EML within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. The Superintendent or his/her designee shall meet regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

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

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

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within five days following the decision in Level III of the grievance procedure.

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

appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If the parties to a contract cannot agree upon an arbitrator or arbitrators as provided by the contract grievance procedures or the procedures established by the director, the parties shall, under the direction of the chairman of the P.E.R.B., alternately strike names from a list of five arbitrators selected by the P.E.R.B. until only one name remains; which arbitrator shall make his/her decision regarding the grievance and shall be binding upon the parties providing such request is made within 20 days after request for arbitration. The failure to request an arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

1. Upon the appointment of the arbitrator, the appealing party may, within five days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- a. The issues involved.
- b. Statement of the facts.
- c. Position of the grievant.
- d. The written documents relating to Section 5, Article X of the grievance procedure.

2. Upon appointment of the arbitrator, the School Board may make a similar submission of information to the arbitrator within five days, and upon doing so, must provide a copy to the appealing party.

Subd. 5. 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 an opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within 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 provided in the P.E.L.R.A.

Subd. 7. 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 to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have written jurisdiction over disputes or disagreement 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 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. In considering any issue in dispute in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Rights of Teachers to Participate: No reprisals of any kind will be taken by the Board or the school administration against any teacher because of his/her participation in this grievance procedure.

Section 10. Processing of Grievance: All grievances, whether Levels I, II or III, shall be heard outside of the school day, subject only to the discretion of the arbitrator, or at such times as determined by the School Board or its designated representatives. In the event the grievance shall be processed during the basic school day, there shall be no loss in wages, and this shall involve no more than three persons including the grievant's representative, in any grievance whether involving one or more grievant.

## **ARTICLE XIII**

### **LEAVES**

Section 1. Sick and Emergency Leave:

Subd. 1. All full-time teachers shall be granted ninety-six (96) sick leave-emergency leave hours for each year of service. Part-time teachers working on a regularly scheduled basis shall be granted sick and emergency leave on a pro-rata basis (i.e., 12 days x daily work hours).

Subd. 2. Unused leave may accumulate to a maximum carry-over credit of 960 hours leave per teacher.

Subd. 3. When reasonable, the School Board may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 4. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 5. Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave hours granted to the teacher.

Subd. 7. Sick leave shall be used for illness of the employee or immediate family as well as for other reasons as provided in state law (Minn. Stat. 181.9413). Immediate family is defined as spouse, children, step-children, children-in-law, grandparents, grandchildren, step-grandchildren, parents, step-parents, parents-in-law, siblings, step-siblings, and significant other where there is an on-going relationship and shared household.

Subd. 8. Funeral leave shall be used for the death of immediate family members (up to forty (40) hours per year per individual family member). Funeral leave shall be used for death of non-immediate family members (up to twenty-four (24) hours per year per individual family member). Funeral leave shall be used for the death of a friend (up to eight (8) hours per year). All funeral leave allowed shall be deducted from the accrued leave.

Subd. 9. Emergency leave shall be used when there are day care closings, or if ISD 194 is in school and the school district in which the employee lives has cancelled school for the day due to unusual circumstances, which result in a teacher's child not being cared for as planned, (up to twenty four (24) hours per year); damage to property of the teacher including fire, flood, or other natural disaster (up to twenty four (24) hours per year); and if a teacher is subpoenaed in a non-school related case (unless the teacher is a defendant in a criminal case), with the teacher being able to retain any allowable expenses reimbursed by the court.

Subd. 10. Accrued leave amounts will be made available to teachers at the beginning of each school year.

Subd. 11. A teacher may utilize available sick leave, subject to the provisions of this Section and Section 3 hereof, for periods of disability relating to pregnancy, miscarriage or childbirth. Such a teacher shall notify the District office in writing no later than thirty (30) days prior to the anticipated leave indicating her intention to utilize sick leave; and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated period of confinement. Within four (4) weeks following the birth of the child, the teacher shall submit a physician's statement indicating the period of disability.

Subd. 12. At the time a teacher becomes eligible to receive long term disability compensation as provided in this Agreement, such teacher shall no longer be eligible for any sick leave pay pursuant to this section as long as such teacher continues on long term disability compensation.

Section 2. Voluntary Sick Leave Pool: Non-probationary teachers who have a significant illness or a member of the immediate family with a significant illness (using FMLA guidelines) who have exhausted his/her accumulated sick leave shall be allowed to utilize the sick leave pool pursuant to the following:

Subd. 1. It is the teacher's responsibility to report to a designated official of the exclusive representative, the number of sick hours needed.

Subd. 2. Teachers shall indicate on a form provided by the exclusive representative, the number of hours to be donated to the teacher.

Subd. 3. The exclusive representative shall forward these forms to the appropriate District official, who shall make the necessary changes in accumulated sick leave.

Subd. 4. In no instance, shall the teacher be allowed to receive sick leave hours once the teacher has qualified for LTD or is eligible to return to work.

Subd. 5. A teacher who requests sick leave donations shall not have access to the grievance procedure. All donations are strictly voluntary. The District is responsible for monitoring and

recording changes in accumulated sick leave.

Subd. 6. Donation of sick leave hours to the pool shall not count as hours used for the purpose of qualifying for the Wellness Incentive of Section 1. Subd. 12 of this article.

Teachers may on a voluntary basis donate a maximum of sixteen (16) hours of their accumulated sick leave when asked by the exclusive representative. The exclusive representative will ask for the hours to be donated on behalf of a teacher who has exhausted their sick leave and has met the FMLA standards before qualifying for LTD.

### Section 3. Personal Leave:

Subd. 1. All full-time teachers with 0 to 3 years of service shall be granted sixteen (16) hours of personal leave each year. All full-time teachers in their fourth year of service and beyond shall be granted twenty-four (24) hours of personal leave each year. These days will be used at the discretion of the teacher.

Subd. 2. The teacher shall request personal leave five days in advance, except in case of an emergency, using the Electronic Leave Management System.

Subd. 3. Part-Time Teachers: Part-time teachers working on a regularly scheduled basis shall be granted personal leave on a pro-rata basis (i.e., eligible days x daily work hours).

Subd. 4. The District shall grant an employee leave of up to a total of sixteen (16) hours during the school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operation of the school. This subd. is in accord with M.S. 181.9412, School Conference and Activities Leave.

Subd. 5. Accumulation: A teacher may accumulate personal leave from year to year up to a maximum of forty (40) hours. A teacher may use no more than forty (40) accumulated personal leave hours during any one school year (on a prorated basis if annual FTE less than 1.0).

Subd. 6. Approval Limits: Personal leave approval will be restricted during any given student contact day as follows:

1. Three (3) teaching staff in buildings with up to forty-five (45) teaching staff.
2. Four (4) teaching staff in buildings with forty-six (46) to seventy-four (74) teaching staff.
3. Five (5) teaching staff in buildings with seventy-five (75) or more teaching staff.
4. No consideration will be given to the teacher's lack of need for a substitute.

A teacher using personal leave on non-student contact days will not be subject to the aforementioned restrictions. Teachers using personal leave during parent/teacher conference days must attend the parent conferences on those days.

Subd. 7. Exclusions: Personal leave may be used without stating a reason, except during the first ten (10) student contact days of the school year; the last ten (10) student contact days of the school year; state-mandated student testing days; on in-service days or if used to extend MEA Break, Thanksgiving Break, Winter Break or Spring Break.

Exceptions to these exclusions may be made by the Executive Director of Administrative Services for the following reasons:

1. Property closing.
2. Court appearance when a party to a court proceeding or witness in a court proceeding, except against ISD194.
3. Emergency causing serious physical damage to property.
4. Religious observation as required by the employee’s religious convictions provided such requirement cannot be met outside the school day.
5. Attendance at a wedding of the employee’s child, sibling, parent, self.
6. Attendance at graduation of the employee’s child, sibling, parent, spouse, self.
7. Transporting a child to/from college.
8. Other significant personal or family reasons which warrant leave as determined by the Executive Director of Administrative Services.

Section 4. Wellness Incentive: Any member is eligible to participate in the incentive program, receiving a \$100 per eight (8) hours buy-back for up to thirty-two (32) hours of unused sick leave and sixteen (16) hours of personal leave per school year. Requests to receive the buy-back days must be submitted to the human resources department by May 31. Employees must have a 403(b) plan or establish one to participate. Payment for unused sick and/or personal leave will be placed annually in the teachers’ 403(b) plan. This payment is not matched by the District.

Eligibility for the incentives will be based on usage of sick leave and personal leave in the previous year and based on the following criteria:

<b>Sick leave days used in previous year:</b>	<b>Number of days for qualified payment:</b>
Zero sick hours used	Thirty two (32) hrs payment at \$100 per eight (8) hrs
Up to 16 sick hours used	Sixteen (16) hrs payment at \$100 per eight (8) hrs

<b>Personal leave days used in previous year:</b>	<b>Number of days for qualified payment:</b>
Up to 8 personal hours used	Sixteen (16) hrs payment at \$100 per eight (8) hrs
Up to 16 personal hours used	Eight (8) hrs payment at \$100 per eight (8) hrs

Payment to the member’s 403(b) plan shall be made on or before June 30<sup>th</sup>.

Donation of sick / emergency leave hours to Section 3 - Voluntary Sick Leave Pool will not count against qualifying for this wellness incentive.

Section 5. Use of Unearned Sick or Personal Leave: If an employee uses unearned sick or personal leave as recorded on the Electronic Leave Management System, a pay adjustment will be made.

Section 6. Unpaid Child Care/Adoption Leave:

Subd. 1. A teacher shall be granted an unpaid child care leave of absence according to the procedures outlined in this section. If both parents are employed by the District, they together shall be granted up to twelve (12) weeks of unpaid child care leave.

Subd. 2. The teacher shall submit an electronic extended leave of absence form for child care leave within thirty (30) days of the anticipated leave date, including commencement date and return date, unless the child care leave is unforeseeable, in which case the employee must complete form for expected leave within one (1) working day of the beginning of the leave. Child care leave may be taken immediately at the conclusion of sick leave. Once a child care leave commences pursuant to this section, a teacher shall not be eligible for sick leave pursuant to Section 1 hereof.

Employee is required to submit commencement date, return date, delivery date and type of delivery within three working days of the delivery date. Unpaid days will be calculated by the district and remainder of contract will be adjusted based on new number of paid contract days divided by remaining pay periods in contract year. Confirmation of the adjustment will be sent to employee within ten working days via work email. If an employee does not have enough paid contract days to adjust for remainder of contract year, an alternative pay schedule will be developed between the district and employee.

Section 7. Paternity Leave: A teacher may use up to a total of one hundred and twenty (120) hours, eighty (80) hours of sick leave and forty (40) hours of personal leave, for the purpose of paternity leave. Paternity leave will be granted if the requested leave falls within six (6) weeks after the birth of the child. The District reserves the right to make decisions on a case by case basis, in compliance with Family Medical Leave Act (FMLA).

Section 8. Legal Leave: A teacher required to serve on a jury shall request to be excused from such jury service. Teachers who are not excused will be permitted time off without the loss of salary contingent upon the teacher reimbursing the School District any fees / per diem received from the court. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the teacher to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

If a teacher is subpoenaed in cases involving the School District or students (e.g., a parent custody case), the teacher will be permitted time off without the loss of salary and will be allowed to retain any allowable expenses reimbursed by the court.

Section 9. Union Leave: Leave to conduct union business shall be granted as follows:

1. Teacher Representation - A teacher is entitled to representation by the EML when he/she is being warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. Leave for teacher representation will be on a need basis at the expense of the District. Reasonable representation at mediation and arbitration hearings also is covered under this category.

2. EML Maintenance Activities – At the beginning of every school year, EML shall be credited with leave costed against the settlement package in the amount of \$50,000. The EML president’s release time is included in this amount. The cost of the release time shall be calculated as the pro-rata salary of the replacement teacher plus the pro-rata value of the president’s benefits. If the total amount of expenditure exceeds \$50,000, EML will reimburse the District. If the total amount of expenditure is below \$50,000, the District will reimburse EML. Such leave shall be used as authorized by the EML president. The District shall be notified of the date of the intended use of such leave. The District shall provide the substitute teacher made necessary by this section. EML will notify the Executive Director of Administrative Services as soon as practicable, but no later than May 1<sup>st</sup>, of its intent to use president’s release time the following year.
3. At the beginning of every school year, EML shall be credited with paid leave to be used by teachers who are officers or members of the EML. EML shall provide five (5) days advance notice and such leave shall be used as authorized by the EML president and the Director of Administrative Services. EML shall pay the cost of the substitute teacher made necessary by this section. Additional days may be granted upon agreement of the parties.

Section 10. Leaves of Absence Without Pay: Leaves of absence without pay may be granted as follows:

1. Requests must be made in writing, stating the purpose of the leave, and must be received in the Human Resource office no later than March 1 preceding the school year for which leave is requested.
2. Leave requests submitted will be acted upon by the Board no later than April 1 preceding the school year for which leave is requested.
3. If a teacher on leave does not request continuance of the leave by March 1, it will be assumed that he/she will return the following year. Teachers returning after one year from a leave shall be returned to their previous assignment unless a more senior teacher has been assigned to the position. Teachers on a leave for longer than one year will be reinstated to any position for which they are qualified.
4. The Board will consider the purpose of each leave request along with the total number of requests and staffing conditions within each building when making the decision for approval or denial.
5. The Board may consider individual request for leaves submitted beyond the dates specified above. Requests will be considered on an individual basis with decision of the Board being final.

Section 11. Medical Leave:

Subd. 1. Medical Leave of Absence: A teacher who is unable to teach because of personal illness or disability may, upon request, be granted a medical leave of absence without pay for the duration of said illness/disability or the remainder of that school year, whichever comes first. Such leave shall run concurrently with FMLA leave if the teacher is eligible.



Subd. 2. Renewal of a Medical Leave of Absence: In the event a medical leave of absence needs to be renewed for an additional school year, up to an additional year without pay may be granted annually, upon written request from the teacher and mutual agreement between the teacher and the District. A teacher may only request to renew this leave two (2) times not to exceed three (3) consecutive years on a medical leave of absence.

Subd. 3. Return from Leave: Teachers returning after up to one year of leave, shall be returned to their previous assignment unless a more senior teacher has been assigned to the position. Teachers on a leave for longer than one year, will be reinstated to any position for which they are qualified.

Subd. 4. The District will publish administrative procedures that will include the process for applying for medical leave as well as the requirements of teachers returning from such leave.

Subd. 5. The terms of this agreement shall remain in effect and the teacher shall retain the original seniority date of hire, salary and fringe benefits, which had accrued prior to taking the medical leave of absence.

## **ARTICLE XIV**

### **HOURS OF SERVICE**

Section 1. Basic Day: The normal work day for full-time teachers shall be eight hours including student contact time, preparation time, other basic day time, and a duty-free lunch period equivalent to the time allowed students, but no longer than 30 minutes. This will not prohibit those compensated noon-hour supervisory duties mutually agreed upon by teacher and Board designee.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board. On an individual basis, by mutual agreement between the individual and the Building Principal, hours of service may be flexed as needed so long as the integrity / expectation of an eight (8) hour day is maintained.

Section 3. Student Contact Time: Shall be defined as a time for instruction or when student supervision is required. This also includes transition time between classes/periods.

Section 4. Teacher Preparation Time: Shall be defined as a block of time during the student contact day for the teacher's own professional use. The teacher shall not be responsible for classroom supervision, building activities, or other basic day duties during their preparation time. Such time may be used for collaboration with peers if the individual teacher so chooses but is not required.

Subd. 1. Elementary Preparation Time: A 1.0 FTE shall be provided a minimum of three hundred (300) minutes per week of preparation time during the student contact day. Daily preparation time shall be provided in uninterrupted blocks of fifty (50) minutes. Such time shall not include student transitioning.

Subd. 2. Secondary Preparation Time: The preparation time for secondary teachers shall be the length of one (1) class period daily.

Subd. 3. ECSE and ECFE Preparation Time: A 1.0 FTE shall be provided 300 minutes per week of prep time. Such time shall not include travel time or student transitioning.

Subd. 4. Part-Time Assignments: Any person assigned less than 1.0 FTE shall be provided prep time on a pro-rata basis.

Section 5. Other Basic Day Time: Shall be defined as occurring before the student instructional day begins, or after the student instructional day concludes.

Teachers will not be required to attend more than one administrative meeting and one PLC meeting (Wednesday) per week plus two additional meetings per month. Legally mandated meetings such as IEP meetings (as necessary) and Shared Leadership meetings (two building meetings per month) do not count towards this total. Teachers may still voluntarily attend other meetings, participate in various District/building committees, and multiple PLCs as they so choose. (If participating in multiple PLCs, the specific group(s) may “flex” the day of meeting to accommodate this additional duty.)

The use of Wednesday PLC meetings shall be for the following purposes:

- a. Review / analyze student data and / or plan student interventions,
- b. Review / plan curriculum and /or create common assessments,
- c. Job-embedded professional development activities (site determined).

Section 6. Exceptions: Exceptions to sections four and five of this Article may be made for meetings necessary for completion of the evaluation cycle or for progressive discipline meetings.

Section 7. IEP Management for Special Education Licensed Staff:

Subd 1. An IEP case manager may request one (1) day of sub coverage per semester to work on due process paperwork (including but not limited to an initial evaluation summary, re-evaluation summary, annual IEP/Progress Reports, or transitions plans). IEP case managers will access substitute days through prior approval from the Director of Special Services, Supervisors, or Coordinators.

Subd. 2. The District shall schedule one “Due Process Paperwork Night” per quarter for special education educators to meet and work together on due process paperwork. Such meetings will be two hours in length and be compensated at the hourly rate of pay prescribed in Article 8, Section 5.

Section 8. ALC Assignments: Any person assigned to the ALC shall have the rights under this section as a secondary assignment (including student contact time, teacher preparation time, and other basic duty time).

Notwithstanding Article XIII, Section 1, an ALC teacher may agree to an assignment that exceeds eight hours per day in order to meet the contracted FTE amount. Such assignment will only be by mutual agreement of the teacher and ALC administrator on an annual basis.

## **ARTICLE XV**

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

Section 1. Teacher Duty Days: Pursuant to M.S. 122A.40, the School Board shall, prior to April 1 of each odd-numbered school year, establish the number of school days and teacher duty days for each of the next two school years, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority has determined to conduct school. The number of duty days shall be 186. The Board recognizes the right of the EML to meet and confer with respect to the school calendar and the establishment of specific working days. School year student contact days shall not immediately follow evening parent-teacher conferences, whenever possible.

Section 2. ECSE-ITI Stretch Calendar: ECSE – ITI may elect to work a stretch calendar approved by the District and meeting the criteria of Section 1. Any duties required outside of this agreed upon calendar shall be compensated at the hourly rate outlined in Article VIII, Section 5, Subd. 1 of this contract.

## **ARTICLE XVI**

### **CANCELLATIONS MODIFICATIONS IN CALENDAR LENGTH OF SCHOOL DAY**

Section 1. In the event of energy shortage, severe weather, or other exigency, and if school is closed on a normal duty day(s):

1. For the first student contact day cancelled, based on acknowledgement of the “extra hours” educators work beyond their normal duty day during a school year, educators will not be required to report for duty, and
2. For the second student contact day or more cancelled, educators shall implement a Flex Learning Day as determined by policy negotiated between EML and the District. This is to ensure students meet the required “seat time” as prescribed by MN. Statute.
3. For non-student contact days that are cancelled, the educator will not be required to report. The educator shall perform the duties normally required for that day with time to be documented as determined by District Administration.

Section 2. In the event of energy shortage, severe weather, or other exigency, that reach rare and extreme circumstances that require action to meet statutory student instructional time, the School District reserves the right to modify the school calendar or the length of the school day, as the School District shall determine, but with the understanding that the total number of hours / days shall not be increased, i.e., a four-day week with increased hours per day but the total weekly hours not more than the regular five day week.

Section 3. Prior to modifying the scheduled length of the school day pursuant to Section 2 hereof, or scheduling more than two makeup days pursuant to Section 1 hereof, the School District shall afford to the EML the opportunity to meet and confer on such matters.

## **FLEXIBLE LEARNING DAYS**

### **MEMORANDUM OF UNDERSTANDING (MOU)**

The District and EML agree there is a need to develop procedures and protocols relating to “Flex Learning Days” for those situations where school is cancelled due to weather conditions. To that end, a joint committee is being formed to address the logistics of Flex Learning Days. Specifically, the committee will review current legislation, best practice, and develop recommendations on the following:

- Process for meeting education standards
- Structure for learning activities
- Assignment submission process / expectations
- Plan for families without computer / internet access
- Plan for addressing the needs of all students (e.g. Special Education, EL)
- Teacher job performance requirements
- Professional Development plan
- Communication needs

The committee will be co-chaired by the Assistant Superintendent (or designee) and EML President (or designee). Members will include:

- Elementary and Secondary Directors of Teaching and Learning (2)
- Elementary and Secondary Building Administration (2)
- Special Education Director (1)
- EML designated representatives (5)
- Others as may be necessary on an ad hoc basis

Recommendations of the committee will be submitted to the Bargaining Teams of both parties for review and approval by Sept. 27, 2019.

## **ARTICLE XVII**

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

Section 1. Purpose: The purpose of this policy is to implement procedures when it is necessary to place teachers on ULA for one of the following reasons: discontinuance of position, lack of pupils, financial limitations and merger of classes caused by consolidation of Districts. The unrequested leave is effective at the close of the school year.

#### Section 2. Definitions:

Subd. 1. “Teacher” includes any professional employee required to hold a license from the State of Minnesota. Speech pathologists, school nurses, and social workers are all teachers under the statute. “Qualified” shall mean a teacher who is licensed in the subject matter category. “Subject Matter” shall mean areas in which a teacher holds a license issued by the

State Department of Education and/or Professional Educator Licensing and Standards Board (PELSB).

Subd. 2. “Seniority” means continuing contract teachers begin to accrue seniority commencing on the first day of actual service to the District and it continues for the entire length of uninterrupted employment with the District.

A probationary teacher does not have the right to exercise any seniority until reaching continuing contract status.

Further, a teacher is not entitled to exercise seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only an out of field permission, as defined by PELSB, unless the exercise of seniority results in the placement on unrequested leave of absence of another teacher who holds an out of field permission in the same field.

In determining the length of seniority, a teacher who has been reinstated by action of the School Board and teacher without interruption of regular service shall retain his/her original seniority date.

Subd 3. “School Board” refers to the elected local governing board of District 194, its executive officers and its representatives.

Section 3. Establishment of Seniority List: In the event teachers share the first date of actual service to the District it will result in a shared seniority date and a tie-breaker will be employed. The tie shall be broken based on the lowest license file folder number on the Department of Education file containing the teacher’s license.

Subd. 1. On or before December 1 of each year the School Board shall issue a seniority list to be distributed to each site.

Subd. 2. Any person who is on the list and who may disagree with the findings of the School Board and the order of seniority will have 20 days from the date of posting to supply written documentation, proof, and request for seniority change to the School Board. Any person who fails to supply documentation within the said 20-day period waives any and all rights available to grievance procedure.

Subd. 3. Within 10 days the School District shall evaluate any and all such written communication regarding the seniority list. A final seniority list shall be prepared by the School Board which is subject to the Grievance Procedure.

Section 4. Unrequested Leave of Absence:

Subd. 1. The School Board may place on unrequested leave of absence as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes.

Subd. 2. Decisions on proposed ULAs will be based on teacher licensure status as of February 1. Any license granted after February 1 will be used for recall purposes but not for determining ULAs that year.

Subd. 3. Continuing contract teachers: A teacher who possesses a Tier 3 or Tier 4 license and has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 – licensed, Tier 2 – licensed, or probationary teachers are retained in positions for which the teacher who has attained continuing contract rights is licensed.

Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter currently employed. Such teachers may exercise seniority within their licensure and for positions for which no particular teaching license is required.

Subd. 4. Tier 3 and Tier 4 continuing contract teachers may bump into any position for which they are licensed. If a teacher is proposed to be placed on ULA, that teacher may take the position of any less senior teacher assigned to an area for which the teacher is licensed. If a teacher has been employed with the District and in an assignment under the same license area for ten (10) years or more, they may not be involuntarily transferred unless their specific position has been discontinued or they would be proposed for ULA in order to place a more senior teacher.

Subd. 5. A continuing contract teacher in the following identified positions shall not be subject to an involuntary transfer due to the District's need to implement unrequested Leave of Absence unless reductions in staffing are made to these specific areas:

- Special Education Site Program Teachers
- District Curriculum and Professional Development TOSA's
- Instructional Data Support Specialists.

Subd. 6. If ULAs are to be proposed, the Executive Director of Administrative Services will consult with the EML president to discuss the basis for the decision, including the process for determining which teachers will be proposed for placement on ULA. In addition, all related staffing procedures will be reviewed and communicated to affected teachers (e.g., changes in assignment, leave of absence options, recall rights).

Subd. 7. Notice to teachers: Following School Board action on discontinued positions and School Board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for ULA shall receive notice of the proposed placement that:

- a) States the applicable grounds of the proposed placement;
- b) Provides notice to the teacher of their right to request a hearing by the School Board or its designated committee on proposed placement within seven calendar days of receipt of the notice, along with notification that if the teacher does not agree with the decision reached by the School Board or its designated committee, an expedited appeal to arbitration under the terms of the grievance procedure may be submitted through the exclusive representative within seven calendar days of the Board decision.
- c) Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's proposed placement action.
- d) Final Board action to place a teacher on unrequested leave of absence must take place prior to June 30.

Subd. 8. Vacancies and Notification: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure, nor will the district apply for a tier 1 or tier 2 license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

A teacher placed on ULA will be returned to the position previously held if it becomes open before August 1. If another position becomes available before August 1 for which they are qualified, they will be assigned to that position. If a teacher declines such assignments, all recall rights will end and employment terminated unless the School District approves a leave of absence. The decision on whether to approve a leave of absence is solely the decision of the School District and is not subject to the grievance procedure.

If a position for which the teacher on ULA is qualified becomes available after August 1, the teacher may be offered the assignment. It is not, however, required that such offer be made by the School District. If such an offer is made, the teacher may choose to decline it, in which case a one-year leave of absence will be approved for the teacher, with no loss of recall rights.

If a teacher is on a partial ULA (i.e., less than the full contracted FTE amount) the same procedures above will apply. A teacher on full or partial ULA, however, is not required to accept anything less than the fully contracted FTE amount and will not lose recall rights if such an offer is made and declined. If the full contracted FTE amount is offered prior to August 1 and is declined, the teacher will lose all recall rights and may be terminated unless the School District approves a leave of absence.

The decision on whether to approve a leave of absence is solely the decision of the School District and is not subject to the grievance procedure. If the offer is made after August 1 and is declined, a one-year leave of absence will be approved for the teacher, with no loss of recall rights.

Subd. 9. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

Any teacher placed on unrequested leave of absence shall remain eligible for all employee benefit plans in compliance with all state and federal statutes, but must pay the entire premium while on leave.

#### Section 5. Notification for Purposes of Reinstatement:

Subd. 1. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leave of absence or, if not available, to other available positions in the school district in fields for which they are licensed or no particular teaching license is required.

Subd. 2. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field for which the teacher only holds an out

of field permission, other than a vocational education license, while another teacher who holds a Tier 4 license in the same field remains on unrequested leave.

Subd. 3. When placed on ULA, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. The notification of assignment will be forwarded by the District by certified mail to the last known address and it is the responsibility of the teacher to provide any address changes.

Subd. 4. If a position becomes available for a teacher on ULA, the District shall notify the teacher by certified mail and the teacher will have 10 days from the date of receipt of notification to accept the position. If written acceptance is not received by the School Board within the 10-day period, it shall constitute a waiver on the part of any teacher to further rights of recall and constitute a forfeiture of any reinstatement rights.

Subd. 5. Reinstatement rights shall automatically cease five years from the date ULA was commenced.

Section 6. ULA Placement and Substitute Teaching: A teacher on an unrequested leave of absence (ULA) may be employed as a substitute teacher. The teacher will maintain ULA status during and following the substitute teaching assignment. Compensation will be as follows:

1. "Casual Sub": Less than five (5) days; \$15/day premium above District established rate.
2. "Short-Term Sub": Five (5) to twenty-nine (29) consecutive days for the same teacher; BA Step 2 rate.
3. "Long-Term Sub": Thirty (30) consecutive days or greater for the same teacher; pay and benefits as provided in the collective bargaining agreement.

If the teacher is employed as a long-term sub and would have been eligible for step advancement without the ULA, the teacher shall receive the step advancement upon the start of the employment as a long-term sub. In addition, the teacher shall earn step advancement provided he/she works in any combination of positions totaling a .5 FTE over the course of the school year.

## **ARTICLE XVIII**

### **EARLY RETIREMENT INCENTIVE**

Section 1. Eligibility: Teachers who have completed 20 years of active service with the School District, who are at least 55 years of age, shall be eligible for early retirement incentive pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

Section 2. Active Service: Active service is defined as credited years for purposes of step movement as of July 1, 2011. After July 1, 2011, active service is defined as credited years of service for purposes of step movement, with the additional requirement that a teacher be assigned to at least 0.5 FTE.

Teachers placed on Unrequested Leave of Absence (ULA) under Article XVI or on Leave of Absence (LOA) under Article XII will maintain credited years of active service. Teachers on ULA or



LOA will receive credit for active service if their annual FTE assignment is at least 0.5 FTE or the equivalent thereof. An EML President on leave under Article XII, Section 7 shall receive credit for years of active service while on release time.

Teachers who resign from the District will forfeit all credited years of active service.

Section 3. Limits/Amounts: A teacher shall be eligible to receive his/her unused number of sick leave days, but in any event not to exceed one hundred (100) days (the equivalent of 800 hours), times his/her daily rate of pay.

In the event a teacher has required use of long-term disability per Article X, Section 1, Subd. 6 during the final five (5) years of employment, and has not accrued one hundred (100) days (800 hours) of sick leave at the time of retirement, the teacher may request a donation of sick days (hours) from the Voluntary Sick Leave Pool (Article XII, Section 3). Up to a maximum of thirty-five (35) donated days (280 hours) may be allowed in order to reach the one hundred (100) days (800 hours) under this provision.

Section 4. Average Daily Rate of Pay: In applying these provisions, a teacher's daily rate of pay shall be in the basic daily rate at the time of retirement, as provided in the basic salary schedule, including longevity pay, for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section 5. Health Care Savings Plan: Eligible teachers shall receive as retirement pay an amount representing a maximum of 100 days, times his/her daily rate of pay (in place of Early Retirement Incentive, Article XVII, Section 3). ISD 194 shall deposit the total amount in the teacher's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System.

ISD 194 shall deposit the total amount in the teacher's name in the Post-Retirement Health Care Savings Plan within 30 days of the date of retirement.

Section 6. Insurance Eligibility: In addition, teachers who qualify for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program, and shall remain eligible for board contributions toward single coverage, as defined in Article X, Section 1, Subd. 1 of the Agreement. School Board insurance premium contributions shall continue until the teacher becomes eligible for Medicare. As of December 31, 2011, this section shall no longer apply to any teacher subsequently hired by the District. A new post-employment benefit shall take its place and operate under the following section.

Section 7. Retirement Insurance:

1. The District shall contribute \$3000 per year, on a cumulative basis, into a Health Reimbursement Arrangement (HRA) effective the start of the fourth (4) year of employment. Contributions will be made annually through the twentieth (20) year of employment with the District, for a total District maximum contribution of \$51,000.
2. The funds contributed by the District and placed in an HRA account for teachers hired after December 31, 2011, shall not vest with the employee until they complete twenty (20) years of active service with the District. Upon a teacher's termination of employment

with the District, any funds that have not vested shall revert back to the District.

3. The District shall retain control of any funds contributed into an HRA on behalf of a teacher until those funds have vested (i.e., until 20 years of active service in the District have been completed). The District shall remain responsible to invest any funds and pay any associated fees until the funds vest with the teacher, at which point those responsibilities shall be transferred to the teacher.

Upon vesting, participants shall have the ability to transfer their vested balances to another eligible HRA plan provider subject to both IRS rules and regulations and the District sponsored HRA administrator guidelines.

## ARTICLE XIX

### ASSIGNMENTS & TRANSFERS

Section 1. Assignments: The District will assign all continuing contract teachers and probationary teachers the District plan to continue in service for the next year.

Teachers will only be assigned to positions for which they are licensed.

Section 2. Staffing and Transfer Process:

Subd. 1. Preliminary assignments for the following school year shall be posted electronically by the Human Resources department with all anticipated vacancies indicated. This posting will occur by March 15<sup>th</sup> each year or as soon as practicable.

Subd. 2. Teachers interested in transferring to another assignment, may indicate their preferences using the Voluntary Transfer Request Form at any time during the staffing process. While there is no guarantee that such preferences will be honored in all cases, consideration will be given to them in determining assignments.

The District shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with student needs and educational requirements as determined by the District. Each teacher applying for voluntary transfer shall be notified in writing within ten (10) business days of the disposition of such application. If a teacher requests in writing reasons for denial, it will be provided.

Subd. 3. Final assignments for the following school year shall be completed within 21 calendar days following the posting of preliminary assignments. Adjustments may be made to this “final” posting as a result of staffing, enrollment, or budget considerations.

Section 3. Internal Transfer: A teacher may be assigned to a different position within the currently assigned building if the principal determines that such a change best meets the educational needs of students. An internal transfer shall not be used as a punitive measure against a teacher.

Prior to preliminary staffing, if a principal proposes a change in assignment for a teacher within the building, they shall:

1. Hold an individual meeting with the teacher proposed for a change in assignment.
2. Provide in writing, the specific rationale for such a change consistent with the criteria for transfer as outlined in Article XVIII, Section 7.
3. Hold a grade level (elementary) or department (secondary) meeting to determine if there is “consensus” as defined in Article XVIII, Section 7.
4. Documentation of the meetings and rationale for the change in assignment will be provided to the Executive Director of Administrative Services and the EML President.

This section shall apply to continuing contract educators only. Any probationary staff may be internally transferred as the discretion of site / district administration.

Section 4. Voluntary Transfer: A teacher is voluntarily transferred when a vacancy exists, the teacher has submitted a Voluntary Transfer Request Form and meets the criteria for transfer as enunciated in Article XVIII, Section 7.

Section 5. Involuntary Transfer: A teacher may be involuntarily transferred to a position in another building when lack of enrollment indicates that a position must be eliminated.

Subd. 1. Prior to an involuntary transfer taking place to another building, the District must have requested an appropriately licensed volunteer for the position. If there is no volunteer, the teacher to be involuntarily transferred must be the least senior. An involuntary transfer shall not be used as a punitive measure against a teacher.

Subd. 2. Teachers returning from a leave of absence greater than one year will be included in the process for assigning teachers involuntarily transferred.

Subd. 3. If a teacher is involuntarily transferred and their most recent previous position becomes vacant, the teacher will be offered the position. It is the responsibility of the teacher to exercise their right of return by submitting a Voluntary Transfer Request Form within 7 days of the electronic posting.

Subd. 4. A continuing contract teacher in the following identified positions shall not be subject to an involuntary transfer:

- Special Education Site Program Teachers
- Teaching and Learning TOSAs, including TDE Coordinator and Instructional Data Support Specialists

If a teacher currently assigned to one of these positions, wishes to return to a classroom teaching assignment, the following procedure shall be applied:

1. The teacher must notify the Executive Director of Administrative Services by March 1st of the year preceding the school year in which the teacher would return to a teaching assignment.
2. If the teacher has held the position up to two (2) years, they will be allowed to return to their previously held teaching assignment.
3. If the teacher has held the position for three (3) years or more, they may be:
  - a. Transferred into an open/vacant position for which they are appropriately licensed.
  - b. Transferred into a position for which they are appropriately licensed, currently held by probationary staff.

## Section 6. Vacancies:

Subd. 1. Vacancies for positions that are a part of the appropriate unit shall be posted electronically to all school buildings at least 15 calendar days prior to the date the vacancy is filled. Persons interested in any vacancy must submit a Voluntary Transfer Request Form to the Human Resources department within 7 calendar days of the electronic posting.

Subd. 2. When vacancies occur after August 1, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. Such a vacancy may be filled on a temporary basis until the end of the school year at which time the position will be considered vacant subject to Subd. 1 above.

Subd. 3. A screening process will be implemented by the District and interviews will be granted to District employees whenever appropriate.

Section 7. Criteria for Transfer: The employer shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with the educational requirements of the District. If more than one (1) teacher who is eligible has applied for a vacant position through voluntary transfer, or in the case of an involuntary transfer being necessary, selection for transfer shall be based on the following criteria:

- Seniority
- Educational training
- Related experience
- Workload Equity
- Consensus of the grade level (elementary) or department (secondary)
- Educational needs of students as determined by the building principal and/or department administrator

The order of the above criteria does not signify priority or weight EXCEPT that:

1. In the case of a voluntary transfer in which all other criteria are the same, the teacher highest on the seniority list shall be preferred, and consensus of the grade level/department will not be necessary.
2. In the case of an involuntary transfer in which all other criteria are the same, the teacher with the lowest seniority shall be preferred, and consensus approval must be provided by the grade level (elementary) or department (secondary) involved.
3. Consensus is defined as: no more than one (1) dissenting vote in groups of six (6) or less, or, no more than two (2) dissenting votes in groups of 7 or more.

The District retains the right to implement involuntary transfers under provisions of Article 16, Section 1 of the agreement per M.S. 122A.40, Subd. 10 for the following reasons: discontinuance of position, lack of pupils, financial limitations, and merger of classes caused by consolidation of Districts.

## Section 8. Shared Assignment Guidelines:

### Definition

A shared teaching assignment means the practice of assigning two licensed and qualified staff members to fill one existing full-time assignment.

### Qualifications and Conditions of a Shared Assignment Position:

1. Each staff member should have at least four (4) years of teaching experience in District 194.
2. Applicants must apply to the Executive Director of Administrative Services by February 1 of each year indicating their interest in sharing a position. The Executive Director of Administrative Services will attempt to inform the applicants of the decision by March 1. The applicants must include the following information in the application:
  - a. The purpose of a shared assignment.
  - b. A suggested division of duty time, including desired arrangements for joint planning.
  - c. A suggested division of curriculum responsibilities.
  - d. The grade level(s) or subjects(s) requested for assignment.
3. A condition of this application shall include a request for a one half-time unpaid leave of absence and a one half-time teaching position in order to retain future rights to a full-time position.
4. The shared contract application must be renewed by March 1 of each school year. Failure to re-apply will automatically terminate the shared assignment. The District reserves the right to discontinue a job sharing arrangement on an annual basis.
5. Should difficulties arise in the shared assignment arrangement; the Building Principal will consult with affected staff members in an effort to resolve matters in dispute. If such matters are irresolvable, it may be necessary to terminate the shared assignment prior to the close of the school year. The Building Principal shall forward a recommendation for such action to the Superintendent or designee with a copy to the teachers involved stating the reasons for the recommendation.
6. The Superintendent reserves the right to approve or disapprove a shared contract at any step in the proceedings prior to Board approval of the one-half time assignment and leave.
7. Both staff members will attend conferences and any other meetings deemed necessary by the Building Principal.
8. Benefits will be paid on a pro-rata basis and shall not exceed that of one full-time position.
9. Sick leave will be accrued on a pro-rata basis according to the number of full days of duty.
10. In accepting a shared assignment, the staff member shall retain all seniority rights and shall not relinquish his/her right to reinstatement to a full-time position, pursuant to Article XVI, Section 2, Subd. 5, and Sections 5 and 6.
11. A full step will be granted for salary schedule placement during the period of shared assignment.
12. The staff members shall agree to the qualifications and conditions provided herein, refrain from applying for unemployment compensation during that year, and agree to any other conditions which are consistent with the Master Agreement.

13. If one member leaves during the course of the school year because of illness, child care or other exigency, the remaining member will automatically become a full-time teacher in that assignment until such time as a permanent substitute can be retained.
14. Staff members will sign an agreement stating the conditions of the shared assignment.
15. New buildings shall not be eligible to be requested for a shared assignment for the first two years of operation.
16. Up to ten (10) positions per year may be permitted shared assignments at the discretion of the School District.
17. Shared assignment for purposes of child care or child rearing shall be considered on an individual basis related primarily to the needs of the School District. Child care leave is intended to provide opportunities for leave from regular teaching to care for children. Where economic hardship will occur, child care shall be considered within the guideline of this policy.

## **ARTICLE XX**

### **PUBLICATION OF AGREEMENT**

Section 1. Publication: Within thirty (30) calendar days after the Agreement between the Lakeville School District and the EML is signed, it shall be posted electronically for all teachers now employed, hereafter employed, or considered for employment by the Board. A printed copy of this agreement will be provided by the Human Resources Department to any employee upon request. One hundred (100) Copies of this Agreement shall be printed at the expense of the School Board within thirty (30) calendar days after the Agreement is signed and provided to EML. This document will be page numbered and articles, sections, and subdivisions noted for reference purposes.

## **ARTICLE XXI**

### **STAFF DEVELOPMENT**

Section 1. Program: A staff development program shall be maintained by the District for the duration of this agreement. The responsibility for these programs shall be filled by the Shared Leadership Teams at both the site and district level.

Section 2. Summer Learning Academy: In order to meet the staff development needs of the district while ensuring the needs of students are met, the district may access up to six (6) dates for use by the district and/or sites to offer professional development/learning opportunities over the summer (non-calendar/duty dates).

Responsibility for scheduling and planning these dates shall be delegated to the District and/or Site Shared Leadership Team(s).

Any attendance/participation in these professional development opportunities shall be voluntary and cannot be “expected” nor required.

Compensation for attendance shall be at the current substitute rate of pay in the district. (Half-day rate for four hours or less, full-day rate for greater than four hours up to eight hours.) This rate of compensation shall only apply to these specific opportunities. Compensation for other “summer work” (e.g., curriculum writing, summer school, beginning in the summer of 2018) continues to be governed by other applicable sections of this Agreement.

## **ARTICLE XXII**

### **EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE) And ADULT BASIC EDUCATION (ABE) TEACHERS**

The parties agree that licensed positions in the ECFE and ABE programs shall be employed under the terms and conditions of this Agreement except as noted herein:

1. Seniority Provisions
  - a. Any ECFE teachers hired shall accumulate no seniority on the regular teacher seniority list and that accrual of seniority within the ECFE program shall follow normal seniority provisions.
  - b. Any ABE teachers hired after July 1, 2019 shall accumulate no seniority on the regular teacher seniority list and that accrual of seniority within the ABE program shall follow normal seniority provisions.
2. The District may lay off any teacher within the ECFE or ABE programs with thirty (30) calendar days’ notice.
3. The exclusive representative acknowledges that it has agreed to the thirty (30) day lay-off notice provision for ECFE and ABE teachers pursuant to its rights under Minnesota Statute, Section 122A.40, and as specific exception to the rights under its contract with the School District.
4. Salary schedule placement for ECFE and ABE teachers shall be in accord with the terms and conditions of the Master Agreement.
5. The ECFE and ABE administrators will establish anticipated annual staffing needs for the upcoming year by May 15th, and will post assignments and vacancies in accordance with Article XVIII, Section 4. Subd. 1-4. Any additional assignments that will become part of the annual FTE allocation will be posted by August 1<sup>st</sup>.

Any extra assignments after August 1st (assignments that are not part of the annual FTE allocation) will be filled using the voluntary transfer procedure (Article XVIII, Section 5). Extra assignments are long-term substitute in nature. The hourly rate of pay for all extra assignments will be based on the average daily rate of pay as established by the salary

schedule (i.e. salary, including longevity pay, divided by 186 days, divided by 8 hours). If any extra assignments continue into the following year, they will become part of the annual FTE allocation. Assignments for summer classes will be compensated in accordance with Article VIII, Section 5, Subd. 2.

6. The ECFE and ABE programs shall be conducted over the period of the fiscal year on a calendar different from that of the regular teaching staff.

7. Notwithstanding Article XIII, Section 1, an ECFE or ABE teacher may agree to an assignment that exceeds eight hours per day in order to meet the contracted FTE amount. Such assignment will only be by mutual agreement of the teacher and ECFE or ABE administrator on an annual basis.

## **ARTICLE XXIII**

### **DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 135 calendar days prior to the expiration of this Agreement.

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

Section 3. Severability: The provisions of this Agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Section 4. 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, except by mutual consent of the parties.

Section 5. Agreement of Record: There shall be five (5) signed copies of the Agreement for the purpose of record; one retained by the Board, one by the EML, one by the Superintendent of Schools, and one for each chief negotiator.



## ARTICLE XXIV

### TEACHER DEVELOPMENT AND EVALUATION / Q-COMP

#### Section 1. Joint EML – District TDE / Q Leadership:

Purpose: Through joint agreement, the parties have developed both a teacher development and evaluation plan pursuant to the requirements of Minn. Stat. 122A.40, Subd. 8. (TDE Plan), and an ATPPS/Q-Comp plan approved by the MDE pursuant to Minn. Stat. 122A.413, 414, 415 and First Special Session Laws 2005, Chapter 5, Article 2, Sections 39-46.

The TDE Plan and ATPPS/Q-Comp have been created by the joint EML-District committees and ratified by EML's membership and adopted by the District School Board.

1. Term: The TDE Plan will take effect on August 25, 2014, and the ATPPS/Q-Comp Plan takes effect on July 1, 2016.
2. Teacher: The TDE Plan and ATPPS/Q-Comp Plan are applicable to all members of the teacher bargaining unit represented by EML.
3. Joint Committee: In the spirit of collaboration on professional issues and a quality workforce, the joint EML-District TDE/ATPPS/Q-Comp committee shall be responsible for overseeing implementation, maintenance, and coordination of the TDE Plan and the ATPPS/Q-Comp Plan.
  - a. Members. The committee shall consist of:
    - Six (6) EML members appointed by and include the EML President.
    - Six (6) District representatives appointed by and include the Executive Director of Teaching and Learning.
    - The TDE / Q-Comp Coordinator shall chair the committee as an ad hoc member and work collaboratively with the EML President and Executive Director of Teaching and Learning.
  - b. Meetings. The committee will meet at least four times per school year. If a meeting is scheduled during the school day or during the summer, the District shall pay the cost.
  - c. The Committee will:
    - Serve as members of the Appeals Process Subcommittee as outlined in the TDE/ATPPS/Q-Comp Plans.
    - Provide advice to administration on the financial and staffing resources required.
    - Determine any staff development required to support both Plans.
    - Will review any statutory changes to the requirements in Minn. Statute.
    - Make any changes or modifications to the Plans.
    - Will discuss and address any inquiries regarding the Plans by the MDE.
4. Plan Modifications: Any modifications to the Plans will be discussed by the committee. Any modifications to either Plan will be made by mutual agreement. Neither party may unilaterally modify either plan. The Plans in effect will remain in effect until proposed modifications have been adopted by the committee (TDE) or ratified by the EML

membership and the School Board (ATPPS/Q-Comp).

5. Compensation: Compensation for duties or positions associated with the Plans and the Committee will be paid in accordance with the CBA between the parties.
6. Continued participation in the ATPPS/Q-Comp program shall be subject to a ratification vote of EML members every two years, along with School Board approval for continued participation.

Section 2. Shared Leadership Teams: In the spirit of collaboration, it is agreed by both the District and EML that the following conditions will be adhered to regarding Shared Leadership Teams.

Selection of Shared Leadership Team members: All Shared Leadership Team Members shall be selected by the EML members whom they represent. If more than one person volunteers for a position, the member group will conduct the necessary election. If there is no volunteer for a position, EML, teachers at the site, and the Building Principal will collaboratively identify a person for the position.

### Roles and Responsibilities

For Site Committees:

- a. Review Student Data Information for strengths, weaknesses, opportunities for improvement;
- b. Monitor stakeholder survey for areas of improvement (including staff survey information to monitor site climate and communications);
- c. Collaborate with the Building Principal to set and monitor Site Continuous Improvement Plan;
- d. Collaborate with the Building Principal to set Site Goal for TDE plans (including identification of possible targeted goals);
- e. Review IGG (Individual Growth Goals) of site staff for opportunities to provide relevant Professional Development;
- f. Ensure alignment of Site Plans with District Plans and Strategic Goals;
- g. Coordinate site Professional Development activities and expenditures to align with Site Continuous Improvement Plan, District Goals, and legal requirements;
- h. Communication of site information to the groups they represent;
- i. Participate in on-going Best/Next practice learning opportunities;
- j. Serve as an Instructional Leader in the building.

For District Wide Committee:

- a. Monitor District-wide student data for trends and areas for improvement (including identification of possible targeted goals);
- b. Monitor District-wide stakeholder survey for areas of improvement (including staff survey info to monitor climate and communications);
- c. Advise on District Continuous Improvement Plan;
- d. Advise on District Professional Development Plan activities and budget expenditures;
- e. Assist the sites with alignment of Site Continuous Improvement Plans and Professional Development;
- f. Assist in Implementation of the Strategic Plan;
- g. Serve as a Teacher Leader;

- h. Participate in on-going Best / Next practice learning opportunities;
- i. Communication of District information to sites.

The Shared Leadership model will be evaluated on an annual basis jointly by EML and the District to determine its effectiveness and need for any changes.

Section 3. TDE / Q Appeals Process: In the spirit of collaboration on professional standards and to maintain the integrity of both the Teacher Development and Evaluation and ATPPS / Q-Comp programs with fidelity while ensuring inter-rater reliability and settling of possible grievances which may arise per Article XI of the CBA at the lowest level, EML and the District agree to the following appeals process:

1. Processing of appeals with regards to TDE and ATPPS / Q-Comp shall be considered disposition of issues at Level One of the grievance process as outlined in Article XI of the CBA.
2. Eligibility for appeal:
  - a. Any person who receives a score lower than 2.5 on any strand of TDE plan may appeal their score by submitting their e-folio to the Joint EML – District Committee due to the possible non-qualification of such scores for ATPPS / Q-Comp funds.
  - b. Any persons who receives a score lower than 2.0 on any strand of the TDE plan and that score is used to place the person in the Teacher Improvement Process (TIP) may appeal their score by submitting their e-folio to the Joint EML – District Committee.
  - c. Any person who receives a score of lower than 2.0 for the purpose of vertical movement (step advancement) on the salary schedule per the ATPPS / Q-Comp plan shall automatically have their scores(s) appealed to the Joint EML – District Committee.
3. Appeals shall be scored by a subcommittee of members of the Joint EML – District TDE ATPPS / Q-Comp committee.
  - a. Two members appointed by the EML President or their designee.
  - b. Two members appointed by the Superintendent or their designee.
4. Relevant sections of TDE will:
  - a. First, be scored independently by the four members of the appeals subcommittee.
  - b. Second, the four members shall meet to discuss/determine a final score by consensus.
5. If consensus is reached by the appeals subcommittee, the grievance shall be considered settled and not subject to further action.
6. If no consensus is reached by the appeals committee, the grievance shall be appealed to Level Two of the grievance process as outlined in Article XI of the CBA.
7. Other:
  - a. Any appeals must be requested within thirty (30) days of receipt / notice of said scores.
  - b. Administrative Observation scores are not eligible for appeal.
  - c. PLC reflection and SLG reflection scores determined by administration are eligible for appeal.

- d. Peer Observation reflection, Student Engagement / Survey reflection, Professional Development reflection scores determined by the Peer Review Team are eligible for appeal.

**Section 4. Teacher Improvement Process:** During the evaluation process, the Employer shall be allowed to take steps to provide assistance when performance is judged to be below the district standard. The employee reserves the right to access the grievance process at any time during the teacher improvement process.

**Level 1. Awareness.** If the employee has received a total evaluation score in the “development needed” category:

- a. The employee and supervisor/principal will engage in a conversation around professional practice concerns that have been brought to the supervisor’s/principal’s attention.
- b. Individual growth goals will be determined collaboratively with the employee to be met during the succeeding evaluation cycle. This phase is neither remedial nor disciplinary but provides the teacher an opportunity to assess and improve their performance in the context of the district’s performance standards.

**Level 2. Peer Coaching and Assistance.** If the employee has received a total evaluation score in the “unsatisfactory” category:

- a. It is recognized that for a person to achieve district performance goals and objectives they will need access to collegial support and coaching. This support / coaching will be confidential and in-depth. The Peer Coach will be chosen collaboratively by the administrator, EML, and the employee involved.
- b. The principal / supervisor will determine the growth goals for the following year that will be implemented by the individual.
- c. The principal / supervisor shall determine what additional steps will be taken by the teacher in order to improve the professional practice to district standards. If any of these steps involve a direct cost to the member (such as additional workshops or classes), the cost shall be borne by the district.
- d. The goal will be improvement of an individual’s professional practice. Level two shall consist of one year, parallel to year three, summative evaluation in the evaluation cycle. If the person does not reach an acceptable level of performance, an effective rating, by the end of the year, they shall be moved to level three. Level two of this process will be used as an intervention, not as a part of progressive discipline.

**Level 3. Progressive Discipline / Directed Improvement.** If performance in level two continues to be judged below the district standards (unsatisfactory level), the following steps will be taken:

- a. A written reprimand will be issued outlining the specific areas in which the teacher is not performing to district standards.
- b. A time frame will be established for the teacher to demonstrate performance at standard.
- c. A method will be identified by the principal/supervisor for how and what data will be collected to document performance at standard.
- d. For an employee to achieve district performance goals and objectives they will need access to collegial support and coaching. This support / coaching will be confidential and in-depth. The Peer Coach will be chosen collaboratively by the administrator, EML, and the employee involved.

- e. At the conclusion of this process a summative meeting will be scheduled to determine if performance is at the district standard. If performance is at the standard, the teacher will be removed from the improvement process and placed back into the normal evaluation cycle. If it has been determined that the teacher is not meeting the district standard, he/she may be recommended for continuation of level three, moved to level two, or be recommended for termination.
- f. A teacher will be informed of their right to have an EML representative present at each meeting discussing performance at this level of assistance.

The employee reserves the right to access the grievance process at any time during the teacher improvement process.

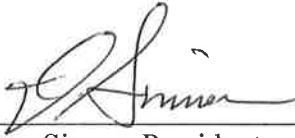
Section 5. Unused Q-Comp Funds:

1. Unused Q-Comp Day stipends (from persons who do not attend the day) shall revert to the “District” Q-Comp Dedicated fund.
2. Unearned dollars for TDE / Q-Comp stipends: Observations (administrative and peer), PLC, Student engagement, Professional Development, Class and Targeted Student Learning Goals; shall revert to the “District” Q-Comp Dedicated fund.
3. Unearned dollars for the Site Shared Student Learning Goal, shall revert in the following manner:
  - a. In the first year of site not reaching goal, 50% will be retained by the site for PD towards the future goal, 50% will revert to the “District” Q-Comp Dedicated fund.
  - b. In the second consecutive year of site not reaching goal, 75% will be retained by the site for PD towards the future goal, 25% will revert to the “District” Q-Comp Dedicated fund.
  - c. In the third consecutive (or more) year of site not reaching goal, 100% will be retained by the site for PD towards the future goal, 0% will revert to the “District” Q-Comp Dedicated fund.
4. “District” Q-Comp Dedicated funds may be used for the following purposes:
  - a. Specialized PD support for educators in the Teacher Improvement Process (TIP),
  - b. Support for a Mentor program for probationary staff,
  - c. Funding for Summer Professional Development Academy Week activities,
  - d. TDE/Q Professional Development as determined by the District Shared Leadership Team.
5. Site Shared Goal Funds that are retained by the site when they fail to meet their goal shall be used for professional development activities determined / planned by the Site Shared Leadership in support of the Site Shared Student Learning Goal in the succeeding year(s).

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

EDUCATION MINNESOTA LAKEVILLE

INDEPENDENT SCHOOL DISTRICT 194



Don Sinner, President



Zach Duckworth, Board of Education Chair



Judy Keliher, Board of Education Clerk

Dated this 20<sup>th</sup> day of September, 2019

Dated this 24<sup>th</sup> day of Sept, 2019

**2019-20 Salary Schedule**

STEP									
Semester:	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>BA+40/MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40</b>
Quarter:	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>
2	42,269	43,261	44,245	44,912	46,220	47,209	48,807	49,184	50,782
3	43,258	44,245	45,231	46,218	47,209	48,193	49,184	50,564	52,154
4	44,245	45,231	46,220	47,203	48,193	49,183	50,564	51,948	53,536
5	45,231	46,220	47,209	48,193	49,184	50,564	51,948	53,528	55,122
6	46,061	47,209	48,193	49,183	50,564	51,948	53,528	55,110	56,709
7	47,209	48,193	49,184	50,171	51,948	53,528	55,110	56,690	58,284
8	48,193	49,184	50,171	51,159	53,527	55,110	56,688	58,665	61,713
9	49,184	50,171	51,159	52,143	55,110	56,688	58,665	60,640	63,131
10	50,171	51,159	52,143	53,130	56,688	58,665	60,640	62,613	64,360
11	51,156	52,143	53,130	54,120	58,665	60,640	62,613	64,590	66,065
12	54,120	54,718	54,835	56,095	60,974	62,952	64,924	66,898	68,090
13	54,786	56,376	57,877	59,420	63,546	66,311	67,694	70,063	72,270
14	55,860	58,110	59,611	63,556	71,873	73,888	74,274	74,874	76,267
15	57,798	60,048	61,549	65,291	73,608	75,622	75,778	78,036	78,497
16	57,798	60,048	61,549	67,229	75,546	77,560	77,946	81,708	85,716

**Longevity Pay:**

Any teacher who has been employed in the School District in an instructional capacity for more than fifteen (15) years shall receive an additional \$3100; for more than twenty (20) years shall receive an additional \$6400.

**2020-21 Salary Schedule**

STEP									
Semester:	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>BA+40/MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40</b>
Quarter:	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+60/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>
2	43,707	44,699	45,683	46,350	47,658	48,647	50,245	50,622	52,220
3	44,696	45,683	46,669	47,656	48,647	49,631	50,622	52,002	53,592
4	45,683	46,669	47,658	48,641	49,631	50,621	52,002	53,386	54,974
5	46,669	47,658	48,647	49,631	50,622	52,002	53,386	54,966	56,560
6	47,499	48,647	49,631	50,621	52,002	53,386	54,966	56,548	58,147
7	48,647	49,631	50,622	51,609	53,386	54,966	56,548	58,128	59,722
8	49,631	50,622	51,609	52,597	54,965	56,548	58,126	60,103	63,151
9	50,622	51,609	52,597	53,581	56,548	58,126	60,103	62,078	64,569
10	51,609	52,597	53,581	54,568	58,126	60,103	62,078	64,051	65,798
11	52,594	53,581	54,568	55,558	60,103	62,078	64,051	66,028	67,503
12	55,558	56,156	56,273	57,533	62,412	64,390	66,362	68,336	69,528
13	56,224	57,814	59,315	60,858	64,984	67,749	69,132	71,501	73,708
14	57,298	59,548	61,049	64,994	73,311	75,326	75,712	76,312	77,705
15	59,236	61,486	62,987	66,729	75,046	77,060	77,216	79,474	79,935
16	59,236	61,486	62,987	68,667	76,984	78,998	79,384	83,146	87,154

**Longevity Pay:**

Any teacher who has been employed in the School District in an instructional capacity for more than fifteen (15) years shall receive an additional \$3200; for more than twenty (20) years shall receive an additional \$6600.

**SCHEDULE C**

Schedule	2019-20	2020-21		2019-20	2020-21
<b>Activity Pay</b>					
<b>Adaptive Sports</b>			<b>Hockey</b>		
Head	4209	4293	Head	6694	6828
Assistant	2946	3005	Assistant	4686	4779
<b>Baseball</b>			<b>Lacrosse</b>		
Head	6003	6123	Head	5163	5266
Assistant	4202	4286	Assistant	3614	3686
9 <sup>th</sup>	3602	3674	9 <sup>th</sup>	3098	3160
<b>Basketball</b>			<b>Soccer</b>		
Head	6669	6802	Head	5887	6004
Assistant	4668	4761	Assistant	4121	4203
9 <sup>th</sup>	4001	4081	9 <sup>th</sup>	3532	3603
			MS	2943	3002
<b>Cheerleading/Competition</b>			<b>Softball</b>		
Head	5476	5586	Head	6002	6122
Asst.	3833	3910	Assistant	4202	4286
Asst.	3833	3910	9 <sup>th</sup>	3601	3673
			MS	3001	3061
<b>Nordic and Alpine Skiing</b>			<b>Strength and Conditioning Coach</b>		
Head	5237	5341	Head	10433	10641
Assistant	3666	3739	Assistant	7303	7449
MS	2618	2671	MS	5216	5321
<b>Cross Country Running</b>			<b>Swimming</b>		
Head	4895	4993	Head	6519	6650
Assistant	3426	3495	Assistant	4564	4655
9 <sup>th</sup>	2937	2996	Dive	4564	4655
MS	2447	2496	MS	3260	3325
<b>Dance Team (1 Season)</b>			<b>Track</b>		
Head	6157	6280	Head	5978	6098
Assistant	4310	4396	Assistant	4185	4268
			MS	2989	3049
<b>Football</b>			<b>Tennis</b>		
Head	6670	6803	Head	4902	5000
Assistant	4669	4762	Assistant	3431	3500
9 <sup>th</sup>	4002	4082	9 <sup>th</sup>	2941	3000
MS	3335	3402	MS	2451	2500
<b>Golf</b>			<b>Volleyball</b>		
Head	4933	5031	Head	6430	6559
Assistant	3453	3522	Assistant	4501	4591
9 <sup>th</sup>	2960	3019	9 <sup>th</sup>	3858	3935
MS	2466	2516	MS	3215	3279
<b>Gymnastics</b>			<b>Wrestling</b>		
Head	6587	6719	Head	6551	6682
Assistant	4611	4703	Assistant	4585	4677
Choreogra	4611	4703	9 <sup>th</sup>	3930	4009
			MS	3275	3341
<b>Other</b>			<b>Intramurals</b>		
Concessions	3478	3548	HS Intramurals (Fall/Spring each)	1276	1301
Equipment Manager	4300	4386	MS Intramurals (Fall/Spring each)	1276	1301
			MS In-House Basketball	1276	1301
<b>District-Wide</b>					
Continuing Ed. Chair	6212	6336	District Video	5796	5912
Continuing Ed.	2589	2641			



<b>Schedule C</b>	<b>2019-20</b>	<b>2020-21</b>		<b>2019-20</b>	<b>2020-21</b>
<b>Fine Arts</b>					
Drum Line	2272	2317	Sr. High Musical Director	4672	4765
Flag Core	2272	2317	Assistant	3270	3336
MS Jazz Band	2550	2601	Vocal	3270	3336
MS Musical Director	2618	2671	Technical Director	3270	3336
Assistant	1833	1870	Instrumental	2336	2383
Instrumental	1310	1336	Choreographer	1402	1430
MS Vocal Group	2550	2601	Auditorium Lights	4781	4877
Music Specialist	657	670			
Sr. High Band	7071	7212	Sr. High Play Director	4672	4765
Assistant	4949	5048	Assistant	3270	3336
Sr. High One Act Play	2546	2597	Sr. High Vocal	5318	5425
Assistant	1782	1818	Assistant	3723	3798
<b>High School Academics and Advisors</b>					
Academic Decathlon	2503	2553	Newspaper	4448	4578
Adaptive Activities	348	355	Noon Duty	893	911
Chess	1780	1815	Robotic League		
Clubs (each)	694	707	Head	5669	5783
Debate Head	5669	5783	Assistant	3969	4048
Assistant	3969	4048	SADD	2662	2715
9 <sup>th</sup>	3402	3470	Science Olympiad		
DECA	3798	3874	Head	3448	3517
Future Problem Solvers	2503	2553	Assistant	2413	2461
Jr. Class Advisor	2301	2347	Speech Head	5222	5326
Quiz Bowl	2503	2553	Assistant	3655	3728
Link Crew Head	4058	4139	9 <sup>th</sup>	3133	3195
Assistant	2841	2898	Sr. Class Advisor (each)	2301	2347
Literary Magazine	3548	3619	Student Council	4401	4489
Math League	2503	2553	Yearbook	4863	4961
Mock Head	5216	5321	Youth in Government		
Assistant	3651	3724	Head	2608	2660
9 <sup>th</sup>	3129	3192	Assistant	1825	1862
National Honor Society	2608	2660	YEA!	3171	3235
Concert/Play Supervision	46	47			
<b>Middle School Academics and Advisors</b>					
Adaptive Activities	348	355	Noon Duty	893	911
Chess	979	999	Robotic League	3824	3900
Clubs (each)	694	707	Scenario Writing	696	710
Dance Coordinator	88	89	Science Olympiad	2603	2655
Destination	696	710	Student Council	2200	2244
Future Problem Solvers	696	710	Wolf Ridge	463	473
Knowledge Bowl	1381	1409	Audubon of the North	463	473
Literary Magazine	1042	1063	Yearbook	2711	2765
Concert/Play Supervision	46	47			
Elementary Band	3460	3529			
<b>Elementary Academics and Advisors</b>					
Adaptive Activities	348	355	Inventor's Fair	348	355
Administrative	1553	1585	Lego Robotics Coach	3824	3900
Camp St. Croix	463	472	Patrol	2297	2343
Clubs (each)	694	707	Science Fair	348	355
Concert/Play Supervision	46	47	Student Council	2297	2343

## SCHEDULE C SUMMARY INFORMATION

### **Base Stipend**

Schedule C base stipends are based on uniform criteria established and agreed to by the parties. The criteria have been applied to a formula that yields a point total for each head position.

Base stipends are related to the point system as follows:

Head Coach / Advisor	100%
JV / B Squad	70%
Ninth Grade	60%
Seventh & Eighth Grade	50%

### **Longevity**

In addition to the base stipend, coaches/advisors, including elementary positions, are eligible for longevity increases to the base stipend as follows.

Consecutive years in assigned sport/activity:	
6 -10 years	3%
11 -15 years	6%
16+ years	9%

Coaches/advisors who request and are granted a leave of absence per Article XII, Section 8, and years lost due to program cuts by the District, shall be exempted from the consecutive year's provision.

### **Post Season**

Head coaches/advisors and required assistants are eligible to receive post-season pay beginning the day following the last competition for which all region teams are eligible.

Post-season pay will consist of a rate of \$120 head coach, and \$90 assistant per day. This rate applies to Band directors whose group performs at post-season events.

Any coach who supervises a team which competes at the national level, and such competition has been approved by the School Board, shall be provided a stipend of \$100 per day.

**SCHEDULE D  
LEADERSHIP STIPENDS**

**HIGH SCHOOL DEPARTMENT HEADS**

Stipends for High School Department Heads shall be allowed only for departments involving the equivalent of more than one full-time teacher. It is the professional responsibility of one person departments to conduct the affairs of their departments.

<b><u># in Department</u></b>	<b><u>2019-20</u></b>	<b><u>2020-21</u></b>
<b>1</b>	\$471	\$480
<b>2</b>	\$621	\$633
<b>3</b>	\$747	\$762
<b>4</b>	\$870	\$887
<b>5</b>	\$997	\$1,017
<b>6</b>	\$1,122	\$1,144
<b>7</b>	\$1,245	\$1,269
<b>8</b>	\$1,372	\$1,399
<b>9</b>	\$1,491	\$1,520
<b>10</b>	\$1,594	\$1,625
<b>11</b>	\$1,743	\$1,777
<b>12</b>	\$1,789	\$1,824
<b>13</b>	\$1,887	\$1,924
<b>14</b>	\$1,989	\$2,028
<b>15</b>	\$2,086	\$2,127
<b>16</b>	\$2,186	\$2,229
<b>17</b>	\$2,286	\$2,331
<b>18</b>	\$2,385	\$2,432
<b>19</b>	\$2,480	\$2,529
<b>20</b>	\$2,574	\$2,625

Determined by the number of classes taught in each department divided by five. Decimal points shall be rounded to the nearest whole number in determining the number of teachers in a department. Any one day workshops shall be paid at the rate of \$70.00 per day. Nine substitute days are set aside each year for department heads to complete department business.

**MIDDLE SCHOOL DEPARTMENT HEADS**

Each Middle School will have the equivalent of seven (7) paid positions as defined in Schedule D of the Master Agreement. Each Middle School site will determine if these funds are to be used for Team Leaders, Department Chairs, or any combination of the above. These determinations will be made by the Leadership Committees in each building.

<b><u>2019-20</u></b>	<b><u>2020-21</u></b>
\$899	\$917

**ELEMENTARY SPECIALISTS DEPARTMENT HEADS**

The following Elementary Specialists Department Heads will receive stipends according to total FTE's using the above High School Department Head grid.

Elementary Media Specialists	Elementary PE/DAPE
Elementary Vocal / Band	Elementary Art
Elementary Guidance	Elementary Stem

## **SCHEDULE D**

### **TEACHER DEVELOPMENT AND EVALUATION / Q-COMP CAREER LADDER POSITIONS (Paid from Q-Comp Funds)**

- a. Shared Leadership Teams
  - Site teams: \$900 per position
  - District team: \$900 per position
  
- b. Peer Review Team
  - \$3300 per position, provided two substitute covered days
  
- c. Instruction/Data Support Specialists
  - Full-time release TOSA, salary in accordance with Article 7, Section 1 of this agreement.
  
- d. TDE/Q Coordinator
  - Full-time release TOSA, salary in accordance with Article 7, Section 1 of this agreement.