

**Agreement  
between**

**Independent School District  
No. 624  
White Bear Lake, Minnesota**

**and**

**White Bear Lake Area Educators**

**Effective July 1, 2023 through June 30, 2025**

<b>WHITE BEAR LAKE EDUCATORS' UNION</b> <b>WORKING AGREEMENT INDEX</b>
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## ARTICLE I

### PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between School District No. 624, White Bear Lake, Minnesota (herein after referred to as the School District or District) and the White Bear Lake Area Educators (hereinafter referred to as the exclusive representative or Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for educators during the duration of this Agreement.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes the White Bear Lake Area Educators as the exclusive representative of educators employed by the School District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement. The School District agrees not to meet and negotiate or meet and confer with any employee or group of employees other than the Union so long as the Union is the duly authorized exclusive bargaining agent of the educators of this District.

## ARTICLE III

### DEFINITIONS

Section 1. Educator and Appropriate Unit:

Subd. 1. The term, "educator," shall mean any person in the appropriate unit who is required to hold a license from either the State Board of Education or the Board of Teaching or in a position as a physical or occupational therapist, nurse, or social worker, and such employment does not come within the exceptions stated in P.E.L.R.A.

Subd. 2. The term, "appropriate unit," means the unit of educators employed by the School District, excluding supervisory and confidential employees, principals, assistant superintendents and other members of administrative bargaining units who devote 50% or more of their time to administrative or supervisory duties, essential employees and emergency employees.

Section 2. 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 employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. The terms in both cases are subject to the provisions of M.S. 179A regarding the rights of public employees and the scope of negotiations.

Section 3. School District: Any reference to School District in this Agreement shall mean the School Board or its designated officials.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## ARTICLE IV

### SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize 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 parties recognize 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. All reasonable use of such authority and power of the School District shall continue unimpaired except as limited by a specific provision of this Agreement.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the teaching and other educator-related services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The parties also recognize the right, obligation and duty of the School District 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 the Agreement.

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

## ARTICLE V

### PERFORMANCE OF DUTIES AND RESPONSIBILITIES

Section 1. Employee Expectations: ISD No. 624 and the WBLAE mutually support the ideal that all employees work to fulfill the mission and goals of the School District.

It is recognized that the employer has the right to provide administrative direction to an employee regarding acceptable behavior. (This type of action is not considered as a step of the progressive discipline process as defined in the following Section.)

Section 2. Employee Discipline: If difficulties arise that require corrective action, the following discipline procedure will apply. The employer shall be allowed to discipline for just cause. Due process shall be provided.

Subd. 1. When an employee faces disciplinary action there will be a meeting with the educator to give notice of the anticipated action. Notice can be either verbal or written and should include the following:

1. Explanation of complaint against the educator
2. Explanation of evidence supporting such complaint

3. Opportunity for the employee to present their side of the story or defense
  - a. A response can be verbal or in writing
  - b. A response should be presented in a timely manner, within 24 hours of the advance notice or a time agreed upon

Subd. 2. The Employer recognizes the concept of progressive discipline consisting of the following levels:

1. Verbal and/or written notification
2. Written expectations
3. Written Notice of Deficiency pursuant to M.S. 122A.40, subd. 9
4. Suspension without pay. Upon mutual agreement of the employer and employee, the suspension without pay may be substituted by a fine for the equivalent number of days. This means that the employee will work on those days, which would have been unpaid days on suspension, but the employee's pay will be docked for the full gross salary or an agreed upon amount.
5. Termination pursuant to M.S. 122A.40, subd. 9
6. Immediate discharge pursuant to M.S. 122A.40, subd. 13

Normally, the employer will implement the levels of progressive discipline in order, except when the case involves a more serious infraction.

Section 3. Notice of Investigation: Any employee called in for an investigatory meeting shall be informed of their right to have a WBLAE representative present.

Section 4. Administrative Leave: An employee may be placed on administrative leave with pay during an investigation. It is expressly understood that such leave with pay does not constitute discipline. The employer shall notify the WBLAE President immediately and in writing when an educator has been placed on a paid administrative leave.

Section 5. Grievable Action: An employee may grieve any discipline except for termination or immediate discharge which shall be in accordance with M.S. 179A.20.

Non-renewal of probationary educators shall not be grievable.

## ARTICLE VI

### EDUCATOR AND UNION RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any educator or the educator's representative to the expression or communication of a view, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one.

Section 2. Right to Join: Educators 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. Dues Check Off: Any educator may sign and deliver to the School District an assignment authorizing deduction of Union dues. Such deduction authorization shall continue in effect from year to year unless revoked in writing by the educator. Upon timely notice of such authorization, the School District shall deduct dues from each regular salary check of the educator according to a formula provided by the Union. Deductions for educators employed after the commencement of the school year shall be appropriately prorated to complete payments prior to

the following June. All deductions for membership dues in the Union shall be remitted to the Union within thirteen (13) calendar days of each payday accompanied by an alphabetical listing of educators for whom such deductions are made. Signed authorization cards shall be provided to the School District requesting deduction pursuant to this Section, and the School District shall make such deduction unless such authorization is revoked in writing by the educator or unless the right to dues check off is lost by the Union pursuant to P.E.L.R.A.

Section 4. School Communication: The Union shall have the right to reasonable use of the District mail service, educator mailboxes, and electronic mail to communicate with educators in quantities which do not interfere with the regular school mail operation.

Section 5. School Buildings, Facilities and Equipment: The Union shall have the right, upon request, to reasonable use of school buildings, facilities and equipment subject to the right of the School District to assess reasonable charges for additional custodial expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 6. Bulletin Boards: The School District shall provide reasonable bulletin board space in each building for use by the Union in areas not normally accessible to students.

Section 7. Union Representatives and Meetings: Representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property at reasonable times, provided that this activity shall not interfere with or interrupt normal school operations. Representatives shall also have the right of reasonable use of school equipment. Any representative of the Union will contact the building administrator upon entering the building.

Section 8. Information: The parties agree that the Union shall have access, upon reasonable notice, to appropriate any available information necessary for the Union to exercise its responsibilities as exclusive representative.

Section 9. Meet and Confer: The parties agree to meet and confer to discuss policies and other matters of interest to the Union. Meet and confer sessions will be conducted as the need arises by either party pursuant to Minnesota state law. The parties will each select their own representatives for meet and confer sessions.

Section 10. Union Activities Leave: The Union shall be provided Union leave under the following conditions:

Subd. 1. The Union shall pay the cost of the substitute educator.

Subd. 2. The policy governing the use of substitute educators when a regular educator is absent because of illness shall be used in calling substitutes for absence due to professional activities.

Subd. 3. Any one educator is limited to a total of ten (10) days of leave per school year under this policy, except that the President and Chief Negotiator of the Union shall be limited to a total of twelve (12) days each.

Subd. 4. There shall be a cumulated maximum of sixty (60) days per school year.

Subd. 5. All Union leave time must be approved in advance by the Union President; and only a reasonable number of educators will be allowed leave time on any given day. An educator approved for leave time shall give the School District a minimum written advance notice of two (2) days unless the leave is an emergency situation

Section 11. Union President:

Subd. 1. The School District shall grant up to a full-time general leave of absence to the Union President for their term of office. The FTE equivalence of this leave shall be at the discretion of the WBLAE and the WBLAE shall inform the District by April 15 of the FTE equivalence.

Subd. 2. The District shall act as the fiscal agent in paying the President's full salary, as determined by their placement on the current salary schedule, and they shall receive benefits as though employed on a full-time basis. The Union shall reimburse the District for the total cost incurred by granting the Union President's leave.

Subd. 3. The President of the WBLAE will retain all continuing contract rights they had prior to being elected President. The teaching assignment held after the term of office as President will be the same as they held the year(s) prior to being elected unless that assignment no longer exists within the School District or unless the assignment is changed for the term of the presidency by mutual agreement.

Section 12. Personnel Files: Pursuant to M.S. 122.40, Subd. 19, as amended, all evaluations and files, wherever generated, relating to each individual educator shall be available during regular school business hours to each individual educator upon reasonable notice. The educator shall have the right to reproduce any of the contents of the files at the educator's expense and to submit for inclusion in the file, written information in response to any material contained therein. The School District may destroy such files as provided by law or material contained therein twenty (20) days after notifying the educator of its intent to do so. The educator shall have a right to obtain a copy, at the educator's expense, of any materials in the educator's file being expunged.

Section 13. Educator Rights: Nothing contained herein shall be construed to deny or restrict an educator's rights under the United States Constitution, Minnesota State Law, or other applicable laws.

## ARTICLE VII

### LENGTH OF THE SCHOOL YEAR

**Section 1. Educator Duty Days:** Pursuant to M.S. 122A.40, the School Board shall, prior to April 1 of each school year, establish the number of school days and educator duty days for the coming school year. Educators shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority as determined to conduct school. However, opportunity shall be afforded to the Union to meet and confer with the School Board or its representatives concerning the calendar prior to its adoption.

The length of the 2023-25 school years shall consist of the following:

Staff with Experience	<u>New Staff</u>	<u>in District 624</u>
Teaching Days	175	175
New Staff Induction	2	0
Staff Development Days	5	5
Educator Preparation Days*	6	6
Holidays	8	8
Total	196	194

Teaching Days are defined as:

- student contact time
- open houses
- welcome back days
- scheduled conferences (up to 21 hours)
- floating conferences (up to 7.5 hours)
- collaboration days (up to 7.5 hours)

For each New Staff Induction day, one (1) quarter credit will be provided, to be used towards a lane change.

Staff development days are defined as days on which educators are required to attend training or activity sessions for the purpose of professional development.

Educator preparation days are defined as days which are allotted to allow uninterrupted time for preparation or assessment related to instruction.

\*All educators will have one full day of preparation time, on the last day of the first semester and on the last prep day of the school year. The first day of the year will be one-half (1/2) staff development and one-half (1/2) educator preparation day. Up to forty-five (45) minutes per day of any full preparation day can be used for building meetings, which if implemented, will take place during the first forty-five (45) minutes of the duty day. No other mandatory meeting will be planned on any preparation day. Thereafter, the establishment of when educator preparation days, other than those provided herein, will be done in conjunction with the meet and confer process referred to in Article 7, Section 1.

**Section 2. Stretch Calendar:** A Stretch Calendar is defined as a calendar that follows the standard fiscal year of July 1<sup>st</sup> through June 30<sup>th</sup> of any given year. By mutual agreement between the WBLAE and the District, any individual educator can work on a stretch calendar instead of the standard teaching calendar. These educators will follow the number of days including holidays as outlined in Section 1 of this Article.



It is understood that certain positions are required to work a stretch calendar. For example, all Birth to Three Early Childhood Special Education (ECSE) staff work on a stretch calendar. In addition, all Educators on Special Assignment (TOSA) can agree, in conjunction with the District and the WBLAE, as part of the special assignment to work a stretch calendar. However, it is also agreed that educators work a stretch calendar only when necessary and when all parties agree to it in advance.

In addition, should additional days beyond the 194 days set forth in the contract be necessary during the normal summer period, the hourly rate of pay found in Article 10, Section 4 of this contract shall apply.

Subd. 1 Variance From Prescribed Duty Days: If actual educator-student contact days are reduced in any calendar year, the accrued time may be used for either staff in-service or educator preparation time.

Section 3. Severe Weather: In the event a student attendance day is cancelled due to severe weather, educators shall not be required to report for duty. Should an educator be on leave on any day when a severe weather day occurs and educators are not required to report to duty, the leave request will be cancelled and the educator will not be charged with the absence.

Section 4. Evening Events. A building principal may request a K-12 educator to supervise or participate in up to three (3) evening student or parent events per year such as: School carnivals, music concerts, DARE graduations, curriculum nights, PTA/PTO meetings, socials (dinner, dances, etc.), art and science fairs. If supervision or participation is requested after the third event, the educator shall be compensated at the extra hourly rate for those additional events. The above list does not include staff or student meetings typically held before or after school.

Section 5. Emergency Closings: In the event an entire duty day is lost for any emergency, the educator shall perform duties on that day or other such day in lieu thereof as the School District shall determine, if any. In the event an entire duty day is lost due to canceling school, the District may reschedule the makeup day(s) only to maintain a minimum total of 174 teaching days.

Section 6. Professional Conference Days: Educator duty days shall not be scheduled during the Education Minnesota conference days.

Section 7. Holidays: Holidays, as listed under Section 1 of this Article, include Labor Day, Thanksgiving Day, Thanksgiving Friday, New Year's Day, Presidents' Day, Memorial Day, and a seventh and eighth holiday will be established in conjunction with the meet and confer process referred to in Section 1 of this Article.

## ARTICLE VIII

### HOURS OF SERVICE

Section 1. Basic Week: The educator's basic work week is hereby defined as forty (40) hours, inclusive of lunch.

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. Opportunity will be afforded to the Union to meet and confer with the School District on building hours.

Section 3. Additional Activities: In addition to the basic school week, educators may be required to reasonably participate in school activities beyond the basic educator's day to attend to those matters requiring their attention, including consultation with parents, faculty meetings, curriculum meetings, and other professional teaching responsibilities.

Section 4. Overnight Experience: Educators participating in a District/building sponsored overnight experience requiring supervision of students shall earn .5 compensatory time per day. Compensatory time may not be earned by anyone paid on a stipend.

Section 5. Duty Free Lunch: Educators shall have a duty-free lunch period of not less than thirty (30) minutes.

Section 6. Educator Preparation Time: The parties agree that the required forty (40) hour teaching week will include a minimum preparation time for all educators which will approximate fifty (50) minutes per day which shall be used for individual and team planning and preparation.

An individual educator's preparation time shall not be construed as the same time as the lunch break or time spent in traveling from one building to another. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the educators.

Changing methods of instruction and scheduling may result in variations of the prescribed limits on a day to day basis.

Section 7. Traveling Educators: Traveling educators are educators who have a teaching assignment in more than one building during the same day but do not include any educator that does not have a building base and are assigned as "district coverage." A traveling educator shall be exempt from the typical student supervision period during that day to ensure that the educators' daily prep time is honored. Furthermore, a traveling educator shall not have to render any more evenings of duty than what is expected of the non-traveling educator.

Educators who are assigned to two school district buildings in a single day shall be paid at an annual rate of \$1100.00 per school year. Educators who are assigned to a third school district building in a singled day shall be paid at an annual rate of \$1,700.00 per school year. This amount shall be pro-rated for those educators who do not travel every day; i.e., one (1) day per week: 20% X \$1100.00, two days per week: 40% X \$1100.00. This does not include occasional travel.

Traveling educators whose assigned schedule does not permit for their entire duty free lunch period or prep time shall be paid for either 15 or 30 minutes, whichever is closer without going over, at the extended employment hourly rate (i.e. an educator that misses 14 minutes shall be paid for 15 minutes, an educator that misses 16 minutes shall be paid for 30 minutes).

Section 8. Day 1/Day 2 Classes: Secondary Educators who teach an every other day class will be compensated for 8 hours per semester at \$34 per hour. Educators should submit a timecard for these hours.

## **ARTICLE IX**

### **BASIC COMPENSATION**

Section 1. Salary Schedules: The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the first year of the contract, and the wages and salaries reflected in Schedule B, attached hereto, shall be part of the Agreement for the second year of the contract. Educators shall advance one step on the salary, as defined in Section 7, Subd. 2, of this Article, for each of the years of the contract.

Section 2. Status of Salary Schedule: The salary schedules are not to be construed as a part of an educator's continuing contract.

Section 3. Lane Change: Educators who earn credits from an accredited college or University in education within an educational program or their curricular field will be eligible to use those obtained credits to change salary lanes (or "categories"). Salary category changes shall be made

as of September 15 and/or February 15. If appropriate paperwork is received by September 15 or February 15, new salary rate of pay will begin on the first pay check after September 15 or February 15 but new salary rate will be retro to September 15 or February 15. An official college transcript of credits is required for a change in categories. In cases where coursework has been completed by the aforementioned dates but transcripts are not available, a letter of verification from the college or university of study must be received by the School District's Human Resources Office on or before the September 15/February 15 dates. Salary changes for transcripts/verifications received after September 15 shall not go into effect until the second semester. Salary changes for transcripts/verifications received after February 15 shall not go into effect until the following school year.

#### Section 4. Masters Degree Policy:

Subd. 1. The Master's Degree program towards which an educator is seeking to earn credits and change salary lanes must be approved in writing by the Superintendent or their designee.

Subd. 2. All credits earned in a Master's Degree program approved pursuant to Subd. 1, and from an accredited school or education will be accepted for salary lane changes.

Section 5. Credits Beyond the BA Degree: Graduate credits taken after the granting of a BA degree to qualify for the "BA plus" salary category must be approved in writing by the Superintendent or his or her designee. With the exception of one graduate grade of "C" per lane change, only graduate credits with a grade of "B" or better shall be counted. When the Pass-Fail or S-N system is used, a grade of Pass or "S" shall be equivalent to a letter grade of "B" to meet the requirements of this Section.

Section 6. Credits Beyond the MA Degree: Graduate credits taken after the granting of a MA degree to qualify for the "MA" plus salary category must be approved in writing by the Superintendent or his or her designee. With the exception of one grade of "C" per lane change, only graduate credits with a grade of "B" or better shall be counted. When the Pass-Fail or S-N system is used, a grade of Pass or "S" shall be equivalent to a letter grade of "B" to meet the requirements of this Section.

A non-graduate class may qualify for a lane change in Section 6 of this Article due to special circumstances and upon the educator receiving written approval from both the Union and the District.

#### Section 7. Initial Placement:

Subd. 1. Initial placement of educators on the salary schedule will be at the appropriate lane per Article IX. Effective with the 2004-05 school year, initial step placement of educators shall not exceed the number of years of previous pre-k12 public school teaching experience. However, years of outside experience may be capped at six years (Step 7).

Subd. 2. Experience for a partial year in the School District will be counted as follows:

Less than 18 weeks	No Increment
18 - 30 weeks	1/2 Increment
Over 30 weeks	Full Increment

Effective 2/15/2010, experience for a partial year in the School District will be counted for salary credit as follows: For fewer than 88 days no step credit will be given. For 88 or more days one step credit will be granted.

Section 8. Pay Days: Educators' salary checks will be issued twice a month (on or before the 15<sup>th</sup> of the month and on or before the last day of the month). Educators may have a choice of 19 or 24 paychecks. The choice of payments shall be indicated in writing at least ten (10) days before the first payroll check is issued. The final check will be issued on June 15<sup>th</sup>. Educators whose resignations become effective during the school term shall receive the balance of their salary due at the first pay period following the last day of teaching.

Section 9. Salary Deductions: Salary deduction for each day's absence for which salary is deducted shall be at the rate of 1/194 of the regular school year salary for experienced staff and 1/196 of the regular school year salary for new staff for the term of this Agreement. Exception to this appears in Article XII, Section 3.

Section 10. Teaching Service for a Partial Year: Educators employed for less than the total number of duty days for the school year, as prescribed in Article VII, shall be paid a proportional salary for each day employed at the rate of 1/194 of the regular school year salary for experienced staff and 1/196 of the regular school year salary for new staff. Educators employed for less than the educator's basic day, as prescribed in Article VIII, shall receive a proportional salary based on the number of hours of service each day compared to the eight-hour day.

Part time educators cannot be required to work beyond their contracted salary day without appropriate compensation. Appropriate compensation for such things as staff development, conferences, etc. is calculated at the part time educator's per-diem. Appropriate compensation for other items such as summer work, etc. is at the 34.00 per hour rate as of January 1, 2024.

Section 11. Prorated Pay:

Subd. 1. The hourly rate, when prorated, is determined by dividing the employee's annual basic salary by 194 days and then by contracted hours per day. Prorated pay is reserved only for educators teaching an extra class during the school year.

Subd. 2. For educators who teach an extra class in a six period schedule, the prorated compensation shall be two-tenths (.2) times the annual basic salary for a full year, and prorated for less than a full year.

## **ARTICLE X**

### **EXTRA COMPENSATION**

Section 1. Additional Assignments: Extra assignments associated with additional compensation are taken on voluntarily and shall not be construed to be part of the continuing contract unless expressly provided as such in the individual contract.

Section 2. Extra-Curricular Compensation: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement.

Section 3. Extra-Curricular Positions: The School Board may employ members of the bargaining unit for positions in extra-curricular, co-curricular or other extra duty activities. The position shall be described in a separate contract, together with the terms of the contract, as provided in Attachment G.

When an outside organization pays the extra-curricular wage of an educator in the bargaining unit, the agency shall pay the amount, or prorated portion of the amount, stipulated in Schedule C. The agency shall deposit the amount with the District, and the compensation shall be reflected in the educator's regular payroll check.

#### Section 4. Summer Employment:

Subd. 1. Summer employment associated with regular student contact, including but not limited to summer school, speech therapy, vocal, band, media, psychologists and counselor's services will be paid at the rate of \$34 per hour.

Subd. 2. One-half hour of preparation time for classroom teaching assignments shall be compensated for each two hours of teaching time.

Subd. 3. A educator that receives pre-approval from the District and voluntarily attends District sponsored training, conference or in-service during the summer shall be compensated at the current standard half day or full day substitute educator pay rate.

Subd. 4. An educator that receives pre-approval from the District and voluntarily attends a summer training, conference or in-service outside of the District shall have the district pay the costs of registration and be compensated for either their expenses or for their time, whichever is greater.

#### Section 5. Extended Employment:

Subd. 1. Extended employment, beyond the basic school contract year involving professional employment not associated with student contact, including curriculum writing and shop/lab preparation, shall be paid at the rate of \$34per hour.

Subd. 2. The number of days of extended employment for counselors will be determined at the sole discretion of the District and calculated on the following basis. Counselors will be paid a prorated rate of pay based on their placement on the salary schedule for extended employment each summer. If scheduled, these days will be scheduled in consultation with the WBLAE, and the counselors in consultation with their department and building administrators. These days are in addition to the Article VII, Section 1 school year and will not be considered part of the counselors' continuing contract.

In addition, each counselor may be offered an extra 40 hours of voluntary summer employment at the "Summer Employment" hourly rate in Subdivision 1.

Section 6. Homebound Instruction: Homebound educators shall be compensated at the rate of \$34 per hour as of July 1, 2021.

Section 7. Curriculum Leaders and District/Program Coordinators: Acceptance of leadership assignments will be voluntary and will be paid at the following rates for the 2023-2024 and 2024-2025 school years:

<u>School Years</u>	<u>23-24</u>	<u>24-25</u>
PreK-5 Curriculum Leaders/Bldg. Leaders (both) (including PhyEd, Music, Media, & ECFE/ECSE)	\$1635	\$1635
6-12 Curriculum & Bldg. Leaders (Large Departments) (Communications, Math, Social Studies, & Science)	\$1805	\$1805

6-12 Curriculum Leaders (Non-Building Leaders) (Larger Departments)	\$1420	\$1420
6-12 Building Leaders (Non-Curriculum Leaders) (Larger Departments)	\$ 385	\$ 385
6-12 Curriculum & Bldg. Leaders (Smaller Departments)	\$1430	\$1430
6-12 Curriculum Leaders (Non-Building Leaders) (Smaller Departments)	\$1045	\$1045
6-12 Building Leaders (Non-Curriculum Leaders) (Smaller Departments)	\$ 385	\$ 385
6-12 Dept. Supply Coordinators	\$ 225	\$ 225
K-5 Dept. Supply Coord. (Music, Media, & PhyEd)	\$ 225	\$ 225
District Coordinators:		
Program Coordinators	\$2505	\$2505
Support Coordinators	\$1855	\$1855

Section 8. Peer Coaches: Peer Coaches shall receive up to 15 additional days of compensation at their per diem upon approval from the assistant superintendent(s).

Section 9. National Certification and Doctoral Degrees: Effective July 1, 2015, educators holding current National Board of Professional Teaching Standards accreditation (NBPTS), a speech-language Certificate of Clinical Competence (CCC), Social Workers who achieve the License for Independent Clinical Social Work (LICSW), an Occupational Therapy Association Board Certification in the area of pediatrics, a Physical Therapist who achieves the American Physical Therapy Association Specialist Certification in the areas of pediatrics, neurology or orthopedics, a Psychologist who achieves the National Certification for School Psychologists (NCSP) or an educational doctorate degree shall receive a one thousand five-hundred dollar (\$1,500) yearly improvement.

Subd. 1. Certification must remain current to earn the stipend. Eligibility shall be for one stipend as indicated annually.

Section 10. National Board Certification Mentor. Educators selected as National Board Certification Mentors for that school year shall be paid one thousand five-hundred dollars (\$1,500).

Section 11. New Coordinator Positions: The Union will be consulted when new leadership positions are created within the unit. All new positions will be posted along with a position description. Basic compensation will be per the Master Agreement with additional compensation as agreed upon with the exclusive representative at the time of the posting.

Section 12. Building Staff Development Chairpersons: Building staff development chairpersons shall be compensated for up to fifteen hours of pay at \$34/hour per school year upon receipt of a timesheet.

Section 13. Mileage Differential: All licensed staff who may be required to use their own automobiles in the performance of their duties and licensed staff who are assigned to more than one building per day shall be reimbursed at the IRS maximum rate per mile.

Section 14. Regular Educator Substituting: Any secondary or elementary educator who substitutes during their individual prep time for another educator shall be compensated at \$50 per hour.

## ARTICLE XI

### GROUP INSURANCE

Section 1. Eligibility: Insurance benefits provided in this Section apply only to educators who are regularly employed during the regular school year at least on a .5 FTE contract basis for the full school year and for a period of three months to the dependents of a deceased educator covered under this Article.

Section 2. Selection of Carrier: The parties agree to meet on the matter of selection of insurance carriers. It is further agreed that the final selection of the insurance carrier(s) and policy shall be made by the School Board, so long as the insurance benefits provided are equal to or greater than those in force at the time the selection is made.

#### Section 3. Medical-Hospitalization Insurance:

Subd. 1. The District shall offer a high-deductible health insurance plan. Each eligible and enrolled employee in the plan(s) shall receive a District contribution to an account set up for that employee. The following provisions shall apply to the high-deductible plan(s) offered by the District:

1. Single Coverage: The District will make a \$1,500 annual contribution, paid on a semi-annual basis, to the employee's HRA account for each eligible and enrolled single member of the HRA plan. The District will make a \$2,000 annual contribution, paid on a semi-annual basis, to the employee's HSA account for each eligible and enrolled single member on the HSA plan. Starting January 1, 2024 the District will make a \$2,200 annual contribution, paid on a semi-annual basis, to the employee's HSA account for each eligible and enrolled single member on the HSA plan.

As of January 1, 2023, the District shall pay \$605.50 monthly towards the cost of the basic single premium for the high-deductible plan. As of January 1, 2024, the District shall pay \$635.77 monthly towards the cost of the basic single premium for the high-deductible plan. As of January 1, 2025, the District shall pay \$651.67 monthly towards the cost of the basic single premium for the high-deductible plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

2. Family Coverage: The District will make a \$3,000 annual contribution, paid on a semi-annual basis, to the employee's HRA account for each eligible and enrolled family member of the HRA plan. The District will make a \$3,500 annual contribution, paid on a semi-annual basis, to the employee's HSA account for each eligible and enrolled family member on the HSA plan. Starting January 1, 2024 the District will make a \$3,900 annual contribution, paid on a semi-annual basis, to the employee's HSA account for each eligible and enrolled family member on the HSA plan.

Effective January 1, 2023 the District shall pay \$1,230.70 monthly toward the cost of the dependent premium for the high-deductible plan. Effective January 1, 2024 the District shall pay \$1,292.23 monthly toward the cost of the dependent premium for the high-deductible plan. Effective January 1, 2025 the District shall pay \$1,324.54 monthly toward the cost of the dependent premium for the high-deductible HRA plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

3. If a qualified educator enters the HRA or HSA plan as a participant on a date after January 1, the School District shall prorate the amount of the School District HRA or HSA contribution to reflect the late entry. This prorated amount will be determined by the number of months the educator is eligible and enrolled compared to the total contract months remaining in the plan.
4. If an employee submits evidence of hardship, the School District will make the remainder of the annual contribution to the employee's HRA account in one payment. Upon such a payment, no further District contributions will be made for the remainder of the year.

Subd. 2. Dual Coverage: Any full-time educator whose spouse is also eligible for a District contribution to health insurance coverage by virtue of either active full-time employment or retirement benefits shall have the right to combine their District contributions which can then be used to acquire a family policy or two single policies.

Subd. 3. Non-duplication with Medicare: If an educator or dependent is entitled, by virtue of age eligibility, to have any part of the cost of services or supplies paid by Medicare Parts A or B, even though the educator does not enroll in Medicare or waives or fails to claim the medical benefits, the District will reduce its contribution toward medical premiums so that the total amount paid by Medicare and the District's insurance plan will not exceed the total eligible charges for covered benefits.

Section 4. Dental Insurance: Effective January 1, 2023, the District shall pay up to \$40 monthly towards the cost of a single premium and up to \$113 towards the cost of a family premium for the District sponsored dental insurance plan. Effective January 1, 2024, the District shall pay up to \$41.20 monthly towards the cost of a single premium and up to \$116.39 towards the cost of a family premium for the District sponsored dental insurance plan. Effective January 1, 2025, the District shall pay up to \$42.02 monthly towards the cost of a single premium and up to \$118.72 towards the cost of a family premium for the District sponsored dental insurance plan.

Section 5. Pro-rated District Contributions: The School District will contribute a pro-rated sum of the lesser of the monthly amounts provided in Sections 3 and 4 or the actual cost of the monthly medical-hospitalization and dental premiums for an educator who has less than twenty (20) years of teaching service with the School District and who elects to take a voluntary leave of absence that reduces the educator's duty f.t.e.'s to less than .67 f.t.e. (and equal to or greater than .50 f.t.e.'s).

An educator with twenty or more years of teaching service with the school district and who elects and is approved to take a voluntary partial leave of absence that reduces the educator's duty FTE to no less than .4 FTE and up to 1.0 FTE will have their full benefits covered by the district.

Section 6. Job Sharing Contributions: An educator granted a partial leave of absence in order to job share a position, may waive the pro-rated premiums for medical-hospitalization and dental insurance to allow for the educator's job sharing partner to have fully-paid premiums. (The Union will be notified prior to any employee waiving insurance coverage.)

Section 7. Dependent Benefit Coordination: The following Section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled, or would be entitled if enrolled, to have any part of the cost of eligible medical, surgical, hospital, major-medical, or dental services and supplies fully paid by the dependent's employer, the School District's medical-hospitalization and dental plans will provide secondary coverage only. The amount contributed under this Article shall be reduced so that the total amount paid under this Agreement and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.



Section 8. Group Income Protection: The District will purchase long-term disability insurance for each eligible educator as defined in Section 1. The income protection plan shall include the following benefits:

Subd. 1. Benefits begin after sixty (60) calendar days of total disability. At this time, the educator has the option of continuing to utilize disability days or of taking advantage of the long-term disability insurance (LTD). If the LTD option is selected, any remaining disability leave may be utilized on a prorated basis, provided that the combined benefits do not exceed 100% of daily salary.

Subd. 2. The monthly income benefits shall be 66 2/3% of the basic monthly earnings (exclusive of additional compensation).

Subd. 3. Long-term disability benefits will be paid for disability due to accident or illness as long as the educator remains totally disabled up to the date of their 70th birthday.

Subd. 4. The School District will continue its contribution to health and dental insurance for the disabled educator while sick leave is being utilized or for a period of three months after the qualification for a long-term disability benefit, whichever time period is the greater.

Section 9. Life Insurance:

Subd. 1. The School District shall pay the full premium for a term life insurance policy for each eligible educator as defined in Section 1. The life insurance amount for full-time educators will be \$150,000.

Any educator qualifying for a term life insurance policy in excess of \$50,000 may elect to take only the \$50,000.

Subd. 2. The School District shall also arrange the life insurance program so that any eligible educator, as defined in Section 1, may purchase additional life insurance, at the educator's own expense, through payroll deduction, in \$10,000 increments. Supplemental insurance is not available for educators who elect to reduce their District-paid policy to \$50,000.

Subd. 3. The School District shall continue to arrange for the life insurance program to provide options for dependent and spouse coverage at the educator's expense. The School District and the Union shall meet and confer regarding the type of options to be available.

Section 10. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 11. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, except as provided in Article XVII, all District participation and contribution shall cease, effective on the last day of the month in which employment ceases. However, the District shall provide School District contribution in reference to Sections 3 through 6 of this Article, Medical-Hospitalization Insurance, Dental Insurance, and Section 8 of this Article, Life Insurance, for a twelve-month period for all educators who complete the regular full school year.

Individuals who meet the criteria established in state and federal statute may continue participation in the District's group insurance plans by paying their own contribution to the District at the group rates.

Section 12. District Insurance Advisory Committee: The District Administration will establish a District Insurance Advisory Committee for the purpose of ongoing review of the district's insurance plans. The White Bear Lake Educators' Association will have representation on the District Insurance Advisory Committee.

## ARTICLE XII

### LEAVES OF ABSENCE

Section 1. Leave Account: An individual leave account will be maintained by the District for each educator. Commencing with each school year, educators will be advanced fifteen (15) days for excused absences due to individual illness, family illness or death (family includes spouse, siblings, parent, guardian, children, parents-in-law; step-children, step-parent, step-siblings, grandparents and grandchildren or related member of household), emergencies, essential time, or personal time as defined in the following subdivisions. Additional leave may be granted under these provisions for special circumstances at the discretion of the School District. Leave time will be cumulative. The School District shall furnish to each educator a written statement at the beginning of each school year setting forth the total leave credit. Leave days shall not accumulate during a period of time when an educator is on unpaid leave or long-term disability.

Leave benefits provided in this Section apply only to educators who are regularly employed during the regular school year. Educators employed less than full-time shall accrue disability leave benefits provided in this Section on a proportionate basis to their employment, i.e., half-time educators accrue fifteen (15) half-days of leave per year.

Subd. 1. An absence for the reason of individual illness or disability will be granted with proper notification; and the absence hours subtracted from the educator's individual leave account. When deemed necessary, the School Board may require a statement from the attending physician in support of any absence due to illness.

An educator who is unable to teach because of illness or disability and who has exhausted all accumulated paid leave time may be granted additional paid disability leave by a majority vote of the School Board. Educators who have exhausted all accumulative paid leave days and who are not granted additional days of paid disability leave, shall receive a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year at the discretion of the School Board upon written request by the educator.

Subd. 2. Depending on delivery method, an educator may use six (6) or eight (8) weeks of available accumulated paid leave for delivery and recovery from childbirth. This leave may be extended beyond the expected period of recovery due to extenuating circumstances. A doctor's statement must be produced for this extension.

Subd. 3. An educator may use available accumulated paid leave for a period not to exceed six weeks following the date of birth or adoption of a child. For delivering parents, this six (6) week leave must be immediately following the approved disability period in Subd. 2. The benefits as outlined in this subdivision are not to exceed the benefits available under subd. 2 of this section. A statement certifying the birth or adoption of a child must be produced.

Subd. 4. An educator returning from a prolonged leave (minimum of thirty (30) consecutive days) due to disability or delivery and recovery from childbirth, shall have

their leave account credited with up to two (2) days to ensure they have a minimum of two (2) days upon return.

Subd. 5. Leave will be granted to employees due to serious illness of an adult child, spouse, sibling, parent, grandparent, or step-parent for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law.

Leave will be granted due to the serious illness or death of a dependent child per State statute and/or federal law.

Subd. 6. Other leave time of an emergency or essential nature may also be granted under this Section and deducted from the educator's individual leave account for absences such as required court appearances involving the educator's private family matters, necessary business that cannot be accomplished after school or on Saturday including school conferences and school activities in accordance with Minnesota Statute § 181.9412, needs of dependent children that require the educator's attendance, and emergency situations over which the employee has no control when such absences are not covered under other provisions of this Agreement (this does not include college visits, though move in and departure days are included).

Application for emergency and essential leave shall be made using the District's automated system to the building principal or supervisor and Human Resources Office a minimum of three (3) days in advance of the absence, unless the absence is an immediate emergency.

Subd. 7. Educators will be credited with two (2) personal days per school year for individual reasons. This time will be deducted from the educator's accumulated leave account. Personal time to be requested must be submitted using the District's automated system, for prior approval, to the building principal or supervisor and Human Resources Office at least three (3) working days in advance unless a unique situation occurs. Personal days can be transferred to the next school year and accumulated up to a maximum of five (5) personal days all of which can be used in one school year.

Personal leave is subject to the following limitations:

1. Not more than 7.5% of educators or two (2) (whichever is greater), rounded up to the next whole educator, in any building may take personal leave or discretionary leave on a single day. In unusual circumstances, the percentage may be decreased if the anticipated number of absences in the building based upon sick leave usage and staff development exceed the available substitutes. This percentage may be increased based upon special circumstances, as determined by the building principal/supervisor and Human Resources Office.
2. Personal leave may not be taken in the first and last weeks of the student contact time during the school year. Except that these days may be approved based upon special circumstances, as determined by the building principal/supervisor and Human Resources Office.
3. Personal leave may not be taken on full-day staff development days.
4. Personal days will be approved on a first requested basis. These days can be requested no more than 270 days (9 months) in advance. The district will act on

these requests 120 days prior to the date of the requested leave or within 5 school days if requested within the 120-day period.

Subd. 8. Educators will be eligible for paid leave during summer school employment for illness or emergencies if they have leave time available in their individual account. The maximum number of leave days that can be taken in one summer school is three (3).

Subd. 9. Any member of the licensed staff who becomes totally disabled and subsequently qualifies for long-term disability benefits, may elect to use remaining paid leave time on a prorated basis so long as their combined disability insurance benefits and prorated leave time does not exceed one hundred percent (100%) of their normal monthly earnings.

Subd. 10. When an educator is injured on the job in the service of the District and collecting worker's compensation insurance as well as drawing on the educator's leave account, the educator's salary shall be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from the educator's accrued leave account.

Subd. 11. Upon termination of employment for any reason, all leave time, current or cumulative, shall be cancelled, except as provided in retirement severance pay calculations, or if an educator returns from unrequested leave, or if an educator is re-hired and service has been continuous.

Subd. 12. If an educator claims leave due to an illness and evidence is provided that indicates the educator falsely claimed illness, the educator will be disciplined in the following ways: the District will not pay the daily salary for sick leave taken, plus one additional day's salary will be forfeited by the educator for every illness day taken and misclaimed.

Section 2. Discretionary Days: Educators will be granted five (5) discretionary days per contract period. Daily deductions will be at the current standard salary (exclusive of TRA and FICA) rates for reserve educators for full and half days. Days to be requested must be submitted using the District's automated system to the building principal or supervisor and Human Resources Office at least three (3) working days in advance unless a unique situation occurs. Discretionary days can be transferred to the next Agreement and accumulated up to a maximum of ten (10) discretionary days all of which can be used in one school year.

Discretionary Days are subject to the following limitations:

1. Not more than 7.5% of educators, rounded up to the next whole educator, in any building may take personal leave or discretionary leave on a single day. In unusual circumstances, the percentage may be decreased if the anticipated number of absences in the building based upon sick leave usage and staff development exceed the available substitutes. This percentage may be increased based upon special circumstances, as determined by the building principal/supervisor and Human Resources Office.
2. Discretionary leave may not be taken in the first and last weeks of the student contact time during the school year. Except that these days may be approved based upon special circumstances, as determined by the building principal/supervisor and Human Resources Office.
3. Discretionary leave may not be taken on full-day staff development days.

4. Discretionary days will be approved on a first requested basis. These days can be requested no more than 270 days (9 months) in advance. The district will act on these requests 120 days prior to the date of the requested leave or within 5 school days if requested within the 120-day period.

5. Leave benefits provided in this section apply only to educators who are regularly employed during the regular school year at least twenty (20) hours per week.

Section 3: Discretionary and Personal Days: An educator may not take a leave of absence of five (5) consecutive student contact days, with any combination of personal and discretionary days, in consecutive years unless approved in advance by the Director of Human Resources.

Section 4. Unpaid General Leaves of Absence: Educators with a minimum of three years of experience in the School District may apply for an unpaid leave of absence subject to the provisions of this Section.

Subd. 1. Such leave may be granted by the School District for: (1) professional growth, including education or exchange teaching programs; (2) travel; (3) foreign teaching; (4) political leave; (5) employee organization activities; (6) alternative careers; or other reasons deemed appropriate by the School District.

Subd. 2. The educator who is granted a leave of absence must notify the Human Resources Office, in writing, by February 1 of the year they are on leave of their intention of coming back to the District. The educator who is granted a leave of absence for reasons of professional growth (full-time student or full-time exchange teaching) will be advanced one step on the salary schedule and granted a year of District service for longevity purposes for each year they are on an approved leave and will retain their seniority status. Educators who are granted a leave of absence for other than professional growth will not advance on the salary schedule but will retain their seniority status.

Subd. 3. The granting of such leave is solely within the discretion of the School District.

Subd. 4. Applicants for a leave of absence for education purposes must submit an outline of courses for approval.

Subd. 5. The provisions outlined above are pursuant to the provisions in Section 10 of this Article.

Section 5. Unpaid Child Care Leaves of Absence: Any educator shall have the right to receive an unpaid child-care leave for a twelve-month period for the purpose of maternity, adoption, and/or care of a pre-school child.

Subd. 1. An educator requesting a child-care leave must submit the request, in writing, to the Director of Human Resources not less than thirty days prior to the intended commencement of such leave. The Director of Human Resources, upon consultation with the educator, may make adjustments to the length of the leave so as to coincide with natural breaks in the school year.

Subd. 2. An extension of a child-care leave of absence beyond the twelve-month period may be granted by the School District.

Subd. 3. An educator returning from child-care leave shall be reinstated in the educator's former position unless reassigned pursuant to Article XIII (Vacancies and Reassignments).

Subd. 4. The time during which an educator is on a child-care leave shall not be counted in determining the completion of a probationary period.

Subd. 5. An educator who returns from child-care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated prior to the commencement of the child-care leave. An educator on child-care leave shall not accrue experience credit for salary schedule advancement or leave time during the period of the absence.

Subd. 6. Reserve teaching is permitted while on child-care leave.

Subd. 7. The District shall continue to pay health, dental, and life insurance premium amounts for an educator on a maternity or adoption leave or a child-care leave for three months, after which time the educator on leave can continue participation in any of the group plans by paying the full cost of the premiums.

Subd. 8. An educator adopting a child shall be entitled, upon written request, to a leave to begin at any time during the first year of adoption or prior to receiving custody, if necessary, in order to fulfill the requirements of adoption. Such requests for adoption leave shall be submitted in writing to the Superintendent at least thirty (30) days prior to the commencement of the leave, except in an emergency.

Subd. 9. An educator shall be entitled, upon request, to a parental leave to begin at any time between the birth of his child and one (1) year thereafter. Such requests for parental leave must be submitted to the Superintendent at least thirty (30) days prior to the commencement of the leave, except in an emergency.

Section 6. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 7. Sabbatical Leave: Educators with a minimum of seven (7) years' experience in the District may apply for sabbatical leave at half pay for reasons of further educational training at an accredited college or university or to teach in a foreign country as provided in this Section. Sabbatical leaves will not be approved for travel. Leaves of absence of less than one (1) year may be granted under the same conditions as provided in this Section for full-year leaves, provided a satisfactory replacement can be hired and further provided that the continuity of the instructional program is not jeopardized. All sabbatical leaves to teach in a foreign country shall be treated in the same manner as sabbatical leave for further educational training at an accredited college or university, except as otherwise proved in Subd. 6 of this Section.

Subd. 1. The School District agrees to distribute the criteria used for granting sabbaticals to the educators along with the format required for submission to the School Board.

Subd. 2. The Superintendent shall recommend to the School Board which educators shall be granted sabbatical leave. The educator who receives a sabbatical leave must return for a minimum of two years of teaching, or repay the salary paid by the School District. The educator who is granted sabbatical leave will return at the salary they would be receiving if they had not left. The educator will return to the same teaching position they had, unless otherwise mutually agreed upon by the educator and the Superintendent.

Subd. 3. The educator may accept scholarships or attend institutes without reduction in benefits under this Section.

Subd. 4. The School District will provide the same insurance benefits as provided other licensed employees. The salary on which income protection is determined is the last yearly basic salary before taking sabbatical leave.

Subd. 5. Disability leave days may be accumulated. The educator on sabbatical leave shall certify to the Superintendent the number of days that have been accumulated during the sabbatical leave of absence.

Subd. 6. The following additional requirements shall apply to sabbatical leave to teach in a foreign country:

1. Sabbatical leave to teach in a foreign country shall not exceed one (1) semester in duration.
2. Sabbatical leave to teach in a foreign country shall only be granted for participation in foreign teaching programs that are offered and approved by the Minnesota Department of Education.
3. Educators must make an application to the Superintendent for sabbatical leave to teach in a foreign country by February 1 for all leaves beginning during the next school year. Applications not received by this date will not be considered. The application shall include a description of the intended program and the expected benefits to the educator and the District.
4. A committee of six individuals, consisting of three (3) Union members appointed by the Union, two (2) District administrators appointed by the District, and the Superintendent, will review the applications and make a joint recommendation to the School Board on whether any application for sabbatical leave to teach in a foreign country should be approved or denied.
5. The School Board maintains complete discretion to deny any individual request for sabbatical leave for any reason, regardless of the committee's recommendation. The School Board shall not approve any individual for sabbatical leave that wasn't recommended by the committee. Nothing in this Agreement shall be construed as entitling any educator to sabbatical leave. The School Board will take action on the committee's recommendation prior to March 15. The educator or educators who are approved for sabbatical leave to teach in a foreign country must accept or decline the offer of sabbatical leave prior to April 15.

Section 8. Jury Duty Leave: Any educator who is called for jury duty shall receive full pay less jury duty pay, exclusive of expenses.

Section 9. Insurance Application: An educator on unpaid leave is eligible to continue to participate in group insurance programs, but shall pay the entire premium for such programs that they wish to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the District's Human Resources Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

Section 10. Accrued Benefits: An educator on an approved unpaid leave shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which they had accrued at the time they went on leave for use upon return. No additional experience credit for any pay purposes, or other benefits, shall accrue for the period of time that an employee is on leave except as provided in Section 4, Subd. 2.

Section 11. Bereavement or Hospice Leave: Up to five (5) days per school year will be allowed for use as bereavement or hospice leave for family (family includes spouse, sibling, parent

guardian, children, parent-in-law, step children, step-parent, step-siblings, grandparents and grandchildren). Bereavement or hospice leave days are paid days and will not be deducted from the educators' leave account. These days are not cumulative. The educator will notify their supervisor/principal directly and use the district's automated absence system.

Subd. 1 Up to one day per school year will be allowed and deducted from sick leave for use as funeral leave for extended family members not listed and close personal friends.

Section 12. Extensions: All leaves may be extended by mutual agreement between the School District and the educator.

## ARTICLE XIII

### VACANCIES AND REASSIGNMENTS

#### Section 1. Definition of Terms:

Subd. 1. Position: Employment as an educator in the School District.

Subd. 2. Assignments are defined as follows:

An elementary classroom educator's assignment is the building and student level, K-2 or 3-5 or within two grade levels of the previous assignment.

An elementary specialist educator's assignment is a position in their area of licensure at the schools where they teach the majority of their position.

A secondary educator's assignment, including Special Education educators, is the building where the educator works the majority of time and the license(s) the educator is currently using to teach.

Social Workers, School Psychologists, School Nurses, Elementary Special Education Staff, and other positions that frequently change annually with student needs and population shifts have the assignment of a full time position where they work the majority of the time.

Subd. 3. Vacancy: An opening in a specific position that has been created through retirement or an increase in student population beyond our current or projected staffing.

Subd. 4. Involuntary Reassignment: Placement of an educator in a different assignment not requested by the educator.

Subd. 5. Voluntary Reassignment: Placement of an educator in a different assignment at the educator's request.

#### Section 2. Publishing of Vacancies:

Subd. 1. Vacancies Occurring During the School Year: When a permanent vacancy in any teaching assignment covered by this Agreement arises, the School District shall provide



electronic notice to all educators of the posting. Such notice shall provide a description of the vacancy which includes the assignment and other pertinent information. Vacancies will remain open for at least 10 working days after notice of the vacancy has been sent to all educators.

Positions of a permanent nature which are created or vacated on a permanent basis during the course of the school year will be filled on a temporary basis for the remainder of that school year

If the position was filled on a temporary basis and has not been filled during the involuntary transfer process, it will be re-posted during the staffing process.

Subd. 2. Application Procedure: Any educator possessing the necessary licensure may apply for a posted vacancy. All applications must be completed through the District electronic application system. The application shall set forth the assignment for which the applicant is to be considered.

Subd. 3. Notification: All applications by the District educators for a vacancy will be carefully considered by the School District. Unsuccessful applicants will be notified by email within one (1) week of the decision.

Subd. 4. Temporary Vacancies. The District may fill vacancies of a temporary nature pending posting and processing of applications. Vacancies of a temporary nature, which are defined as likely to exist for less than one year, need not be posted. Temporary assignments are made at the sole discretion of the School District.

Subd. 5. Summer Vacancies: During the summer months, the Director of Human Resources shall post all open positions on the District website. The School District shall provide notice through the District email system to all educators.

### Section 3. Involuntary Reassignments:

Subd. 1. Timelines: Involuntary reassignments will be made during the staffing process, prior to any voluntary transfers.

Subd. 2. Consideration Criteria: The School District will consider equally the following criteria in advising placement:

1. the teaching experience, certification, and seniority of the educator;
2. the specific needs of the students and the instructional program.

Subd. 3. Recourse: If an educator selected for reassignment disagrees with the School District's decision, they may seek recourse by:

1. Discussing the reassignment with their supervisor and, if needed,
2. Contacting the Assistant Superintendent for Teaching and Learning, the Director of Human Resources, and the WBLAE President who will determine next steps.

The final decision will be made by the Assistant Superintendent and Director of Human Resources and they will respond electronically indicating the reason(s) for the decision.

#### Section 4. Determining Staffing Needs:

Subd. 1. Open Positions: When the District becomes aware of an open assignment for the next school year that would not be filled by any current tenured educator or by a probationary educator that has to take on a different assignment, the District needs to post the position with the Union according to Subdivision 2 of this section and the voluntary staffing process.

Subd. 2. Filling Open Positions: Educators within the Union shall have an opportunity to review the open positions and request a voluntary transfer within five school days of the announcement of the position. Voluntary transfers will be considered before any other hiring process begins.

#### Section 5. Voluntary Reassignments:

Subd. 1. Applications: After all educators have been assigned, and open positions are announced, educators may apply for reassignment by applying for the open position

Subd. 2. Consideration Criteria: The district will review all applications for voluntary reassignment. The following criteria will be considered equally in making determinations regarding voluntary reassignment, with the final decision being made by the School District.

1. the teaching experience, certification, and seniority of the educator; and
2. the specific needs of the students and the instructional program.

Subd. 3. Voluntary Reassignment Denials: If an educator disagrees with the final decision of the School District, they may request the reason(s) for the denial by either of the following courses of action:

1. by letter or email to the Director of Human Resources within five (5) working days after receiving the denial, or
2. through a personal interview with the Assistant Superintendent and Director of Human Resources.

The final decision will be made by the Assistant Superintendent and Director of Human Resources and respond electronically within five (5) working days of receiving the request indicating the reason(s) for the decision.

Section 6. Additional Policies or Procedures: Educators seeking a reassignment or transfer are encouraged not only to apply for posted vacancies, but also to proactively discuss their objectives with their current and prospective supervisors. The parties agree to meet and confer regarding additional policies or procedures on the subject of this Article.

## ARTICLE XIV

### REQUIRED RECORDS

Section 1. Each educator must submit the following records to the office of the Superintendent as required:

- a) A valid educator's license
- b) An educator's retirement number
- c) A social security number
- d) A transcript (official) of all college credits

## ARTICLE XV

### UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

Section 1. Unrequested Leave: The board may place on unrequested leave of absence, without pay or fringe benefits, as many educators as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing educators on unrequested leave, the board is governed by the following provisions:

Subd. 1. Continuing contract educators: An educator who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary educators are retained in positions for which the educator who has acquired continuing contract rights is licensed, unless by retaining the educator the district will be unable to offer a particular course in the subsequent school year. Tier 3 and 4 continuing contract educators shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed educator unless such a placement would result in the district being unable to offer a particular course in the subsequent school year or would require an educator hired as part of a District "Grow Your Own" program to be placed on unrequested leave within their first five (5) years of teaching in the District.

Section 2. Notice to educators. Following school board action on discontinued positions and school board action proposing placement of educators on unrequested leave of absence, each individual educator proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the educator of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the educator that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 3. Right to a hearing and decision: If the educator requests a hearing, educators proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Section 4. Final board action. Final school board action to place an educator on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the educator as required above and acquiescence, or notice to the educator as required above and the arbitrator decision.

Section 5. Reinstatement: An educator placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the educator is fully reinstated, after which the right to reinstatement shall terminate. The educator's right to reinstatement shall also terminate if the educator fails to file with the board by April 1 of any year a written statement requesting reinstatement. Educators placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed, unless by reinstating the educator the district will be unable to offer a particular course in the subsequent school year. Reinstatement must be in the inverse order of placement on leave of absence. An educator on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 6. Vacancies and notification: No educator shall be hired by the School District while any qualified educator is on unrequested leave of absence in that field of licensure unless the educator fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that educator on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any individual while an educator who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the educator on ULA.

Section 7. Benefits while on leave. Educators placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 8. Employment rights during leave: An educator placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Section 9. Continuing contract rights and service credits: The unrequested leave of absence must not impair the continuing contract rights of an educator or result in a loss of credit for previous years of service. An educator's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the educator. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the educator is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 10. Unemployment benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of educators placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 11. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

## Section 12. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of licenses: In any year in which the School District is placing educators on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure.

Section 13. Seniority List: The School District shall prepare from its records and post in each school building, by no later than January 1, of each school year, a master seniority listing. An educator who disputes their standing in the list should first meet with the Director of Human Resources in an effort to resolve the matter. If no resolution is reached, the grievance procedure should be used to resolve the dispute. The master seniority list shall be constructed using the following criteria:

Subd. 1. Seniority Date: Each educator shall have seniority based on the total continuous teaching experience in the School District, excluding internships, from the first day of service. Effective July 1, 1995, the first day of service will be the first day of contractual teaching service as per the "effective" date approved by the School Board.

Subd. 2. Ties in Seniority: If the application of Subd. 1 above results in two or more educators having equal seniority, those educators will be sequenced on the list in the order of the file folder number assigned to the educator by the State of Minnesota, with the educator with the lower file folder number being listed higher on the list than those with higher numbers. The file folder number shall be the number appearing on each educator's license or certificate.

Subd. 3. Leaves of Absence: Time spent on approved leaves of absence from which the educator returns to service in the School District shall be counted, up to an accumulated maximum of five (5) years, when determining seniority. However, time spent on unrequested leave of absence or on a state legislated leave program e.g., extended leave of absence; charter school teaching, shall not be included in the accumulated maximum total.

Subd. 4. Return to Service: The original seniority date shall be retained by any educator whose employment has been legally terminated by resignation or termination pursuant to Minnesota Statute, but whose employment was subsequently reinstated by the employer without actual interruption of regular service.

Subd. 5. Part-time: Educators who work less than the full day or year will receive one full day of seniority for each day employed, effective with the 1979-80 school year.

## **ARTICLE XVI**

### **RETIREMENT**

Section 1. The School District will follow all state and federal statutes pertaining to retirement age.

Section 2. An educator who qualifies for severance pay as described in Plan A and Plan B of this Section must submit a written resignation, accepted by the School District, prior to January 15, for severance payable in the following fiscal year. For any resignation received after January 15, severance pay will be available in the second fiscal year (July 1, - June 30) following retirement, unless an expedited payment plan is approved by the School Board. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits. For purposes of this Article, a year of teaching service is defined as at least half-time for the full school year.

Plan A. An educator who was employed by the School District as of January 1, 1990 and is at least forty-five (45) years of age is eligible for severance as provided in Section 3 and 4 of this Article upon completion of fifteen (15) years of teaching service in the School District.

Plan B. An educator who has at least twenty-five (25) years of teaching experience, fifteen (15) years of which have been in the School District with five (5) years prior to July 1, 1994, is eligible for severance pay as provided in Sections 3 and 4 of this Article.

Section 3. An eligible educator, having a minimum of ten (10) years of teaching experience prior to July 1, 1994 with five (5) of those years in the School District, who retires may continue participation in the District group medical-hospitalization, dental, and group life insurance plans with the same District coverage toward premium as eligible active educators. (If an eligible retiree chooses another health plan than the one provided by the District, the District will reimburse the retiree up to the amount provided to other eligible educators.) The educator's right for District-contribution toward premiums in such group insurances, however, will be discontinued at the end of the month upon the educator reaching the age of seventy (70) or after ten (10) years, whichever occurs first, subject to subdivisions 4 and 5 listed below.

Subd. 1. For those retirees who continue on the District sponsored group plan, the District will deposit into an HRA the dollar equivalent of the District contribution to medical-hospitalization and dental premiums the retiree is enrolled for the remaining months in the plan year the retiree is eligible for a District contribution. The retiree-only HRA use will be limited to District sponsored group plan premiums.

Subd. 2. For those retirees who make an irrevocable decision to waive participation in the District sponsored group plans, the District will deposit into an HRA the dollar equivalent of the District contribution to medical-hospitalization and dental premiums the retiree is enrolled for the remaining months in the plan year *in which* the retiree is eligible for a District contribution. The monthly dollar amount going forward will be based on the District contributions at the time. The retiree-only HRA may be used for all eligible medical expenses and premiums.

Subd. 3. For those retiring after January 1, 2017, who make an irrevocable decision to waive participation in the District sponsored group plans, the District will make a lump sum deposit into an HRA *representing* the dollar equivalent of the District contribution to medical-hospitalization and dental premiums (e.g. single, family) at the time, multiplied by the remaining months the retiree is eligible for a District contribution, not to exceed the lesser of eight (8) years or Medicare eligibility. The retiree-only HRA may be used for all eligible medical expenses and premiums.

Subd. 4. Non-duplication with Medicare: If the retiree or dependent is entitled, by virtue of age eligibility, to have any part of the cost of services or supplies paid by Medicare Parts A or B, even though the retiree does not enroll in Medicare or waives or fails to claim the medical benefits, the District will reduce its contribution toward medical premiums so that the total amount paid by Medicare and the District's insurance plan will not exceed the total eligible charges for covered benefits, except for those educators who are in the basic plan and are not eligible for Medicare.

Retirees who qualify for Medicare must inform the District within thirty (30) days of that date to facilitate the transfer of contributions to the new co-insurer.

Subd. 5. Benefits in this Section shall not be granted to any educator who is discharged for cause by the School District.

Section 4. An amount representing 75 days pay shall be paid as severance for eligible educators upon retirement.

Section 5. In addition to the severance pay provided in Section 3, an eligible educator shall be paid as severance pay, upon their retirement, the amount obtained by multiplying 45% of the unused number of sick leave days; but in any event, the total number of days in Sections 3 and 4 may not exceed one school year. Maximum severance pay will be no greater than one year's contracted salary.

Section 6. In applying these provisions, an educator's daily rate of pay shall be the basic daily rate for the last full school year of service or the last paid full school year. Persons on leave who are eligible for retirement must have had at least 15 years of actual teaching credit in the District. The basic daily rate of pay shall be based upon the basic salary schedule for the school year and shall not include any additional compensation for extra-curricular duties, extended employment or other compensation.

Section 7. Total severance pay will be reduced by an amount equal to any and all School District contributions toward the matching annuity plan as specified in Article XVII.

Section 8. The District's contribution toward the severance of all eligible retiree's shall not exceed \$750,000 in any one fiscal year, inclusive of any social security costs. The District will limit complete severance payment to eligible retirees on a first-come-first-serve basis. Eligible retirees who do not receive severance in the fiscal year of retirement will be given first consideration for payment in the next fiscal year.

Section 9. Severance pay shall not be granted to any educator who is discharged for cause by the School District.

Section 10. If an educator dies before all of the payments have been dispersed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

If an educator, eligible for severance pay, dies prior to submitting a written resignation, the severance pay that the educator was entitled to prior to death will be paid to a named beneficiary or, lacking same, to the deceased's estate.

**Section 11.** For educators who were hired between 1985 and 2003, and are not eligible for any District-paid post-retirement insurance benefits, the employee will be credited from the District annually an additional contribution for post-retirement medical-care using the following chart starting in the 2017-2018 contract year and moving forward. These amounts are in addition to the base amount from Section 1. These amounts will accumulate and be paid in a lump sum at retirement from the OPEB trust at time of separation of employment, not deposited yearly into the employee's HRA.

Hired in Fiscal Year	Additional Contribution	Hired in Fiscal Year	Additional Contribution	Hired in Fiscal Year	Additional Contribution
2003	\$300	1997	\$825	1991	\$1,500
2002	\$325	1996	\$925	1990	\$1,625
2001	\$375	1995	\$1,025	1989	\$1,800
2000	\$450	1994	\$1,125	1988	\$2,100
1999	\$550	1993	\$1,250	1987	\$2,250
1998	\$675	1992	\$1,375	1986	\$2,350
				1985	\$2,450

## ARTICLE XVII

### MATCHING TAX-DEFERRED PLANS AND HEALTH-CARE SAVINGS PLANS

**Section 1. Matching Tax-Deferred Plan:** Effective July 1, 1994, an educator may participate in a District matching tax-deferred program as provided in M.S. 356.24 according to the provisions contained in this Article.

**Section 1a. Eligibility:** An educator is eligible to participate in the matching tax-deferred plan upon reaching continuing contract rights status in the School District per Subd. 1.

**Section 1b. District Contribution:** The maximum annual District contribution shall be based on the number of years of service in the School District. District contributions will be pro-rated for less than full-time educators.

**Subd. 1.** The maximum annual District contributions for all educators shall be based on teaching experience in the School District per the following schedule:

	23-25
Upon receipt of continuing contract status and less than five (5) years	\$1,300
five (5) years or more, less than ten (10) years	\$1,800
ten (10) years, less than twenty (20) years	\$2,775
twenty (20) years or more	\$3,125

**Subd. 2.** The School District shall contribute an amount equal to the educator's requested annual contribution, up to the maximum amount listed in this Section.

**Section 2. Post-Retirement Savings Plan for Medical Care:** The District shall annually make a contribution to a post-retirement medical-care savings plan for educators who are not eligible for any District-paid post-retirement benefit. For educators with less than ten years of experience in the District, the contribution will be \$1,725 effective July 1, 2015. For educators with ten or more



years of teaching experience in the District, the contribution shall be \$2,475 effective July 1, 2015.

The District shall deduct sixteen hours of sick leave each year from the educator's sick leave account for this purpose. District contributions will be pro-rated for less than full-time educators.

Section 3. Benefits provided in this article apply only to educators who are regularly employed during the regular school year at least on a .5 FTE contract basis for the full school year.

Section 4. The District will abide by all IRS, State and Federal laws in the administration of the 403(b) tax deferred plan and will incur the cost of any third-party administrator. This does not include the cost of any individual employee processing or other employee fees.

## **ARTICLE XVIII**

### **PEER REVIEW AND EVALUATIONS**

Section 1. Peer Review and Evaluations: The parties agree that the purpose of peer review is to improve instruction. The parties agree to use the Peer Review Program approved by the Union and the School Board, which may be amended by mutual consent.

Section 2. Peer Coaches/Mentors: It is understood by the parties that educators who serve as peer coaches or mentors will not participate in the formal evaluation procedures.

Section 3. Educator Evaluation: The parties agree to meet to review procedures for the evaluation of educators.

## **ARTICLE XIX**

### **MISCELLANEOUS**

Section 1. Publication of Agreement: An electronic version of this Agreement shall be posted on the District's website within thirty (30) days after the Agreement is signed. One hard copy will be sent to each building site to be placed in the educator's lounge. The District shall provide an electronic version of the contract to the Union within thirty (30) days after the agreement is signed.

Section 2. Contracts: Contracts between the School District and an individual educator hereafter executed shall be subject to and consistent with the terms and provisions of this Agreement. If a contract contains any language which is inconsistent with this Agreement, this Agreement shall be controlling.

Subd. 1. Initial Employment Contract: The initial employment of the educator in the District shall be by the written contract, signed by the chairperson and clerk of the Board and the educator, as provided in Attachment E. All subsequent employment of the educator in the District shall be by a written Notification of Assignment letter, as provided in Subd. 2 of this Section.

Subd. 2. Notification of Assignment: The School District shall give notification through the school district intranet of the educator's position information, assignment information, term information, salary information and payroll information for the forthcoming school year. Nothing in this Section shall be construed to deprive an educator of the right to resign pursuant to M.S. 122A.40.

Section 3. Tax-Deferred Plans: The School District shall provide information regarding available tax-deferred programs and shall make policies to allow for employees to have deductions made from their paychecks for purposes of such programs.

Section 4. Recertification Committee: The District and the Union agree that all professional staff must maintain current elementary or secondary teaching licenses, including administrators, supervisors, reserve educators, and others who hold teaching licenses. All professional staff are required to maintain license(s) in the area(s) in which they are currently licensed and in areas they have used in the previous school year. This section shall not apply to the extent that an educator has been involuntarily transferred as defined by Article 13, Section 6 and uses a different area of licensure solely based upon the involuntary transfer. They further agree to the following:

Subd. 1. The District shall provide a central location where application forms and requests for approval will be located.

Subd. 2. The District will pay the cost of the reserve educators needed to release the committee members for meetings held during the school day, up to a maximum of an equivalent of 5 days for the entire committee.

Section 5. Professional Council: The Professional Council will consist of administrators and educators. Its purpose shall be to consider matters of educational and professional importance to the School District, to make recommendations to the School Board, and to aid in the implementation of new policies or procedures.

Representatives of the administration and the Union shall meet to develop the council structure and procedures for School Board review.

Section 6. Hiring Incentive: The District may offer a hiring incentive to Minnesota licensed educators not to exceed \$5,000.00 paid out over a one (1) or two (2) year period and will notify the WBLAE President prior to board action. The District retains sole discretion on whether to offer such incentive and the actual amount of the incentive up to the stated maximum.

## ARTICLE XX

### GRIEVANCE PROCEDURE

#### Definitions.

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under P.E.L.R.A.

Days. "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service. "Service" means personal service or by certified mail.

Reduced to Writing. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. Grievances must be filed on the form provided in Attachment D and such forms shall be supplied by the School District.

Answer. "Answer" means a concise written response outlining the District's position on the grievance.

#### Timelines.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure.

Step I. Step 1 is the time period where resolution is sought on an informal basis.

Step II. Step II timelines begin upon service of the written grievance.

Step III. Step III timelines begin with the meeting between the exclusive representative and the Superintendent of Schools. If no agreement is reached, Step II can continue with mediation if mutually agreed to by the parties.

Step IV. Step IV timelines begin with either party filing with the Director of the Bureau of Mediation Services, State of Minnesota, requesting arbitration.

#### Step I.

Whenever any employee(s) has a grievance, the employee(s) shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the District's designate (see Step II). Service must be made within thirty (30) days of the first informal meeting. The District shall, within five (5) days of receipt of the written grievance, serve the District's answer upon the exclusive representative.

#### Step II.

The District's Human Resources Administrator shall meet with the exclusive representative within ten (10) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on, or attached to, the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative if electing to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.

#### Step III.

The Superintendent of Schools shall meet with the designated official of the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall sign the resolution agreement. Within (5) days of written notice, the parties must mutually agree if they are to move to mediation.

If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, or after a mutually agreed mediation session, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

#### Step IV.

The District and the exclusive representative shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses. If either party wishes to hire a court reporter to record the proceedings, that party shall bear the costs for such reporter.

Each party shall pay its own portion of any requested transcript.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing Agreement.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

### Grievance Processing

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- (a) The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the District; or
- (b) If the number of persons participating on behalf of the District is less than three, three employees may still participate in the proceedings without loss of wages.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

### Election of Remedies and Waiver.

A party who institutes any action, proceeding or complaint in a federal or state court of law, federal or state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. If a grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XXI**

### **DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the educators 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.

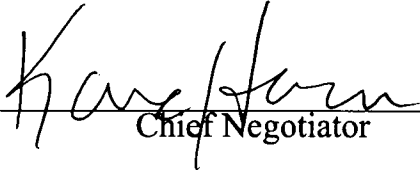
Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable if any provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions thereof. Any substitute provisions shall be subject to negotiation between the parties to this Agreement.

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

For  
White Bear Lake Area Educators  
41 Sherburne Avenue  
St. Paul, MN 55103

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

For  
Independent School District No. 624  
4855 Bloom Avenue  
White Bear Lake, MN 55110

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief Negotiator

Dated this 6 day of February

Dated this 26 day of February

**SCHEDULE B**  
**2023-2024 SALARY SCHEDULE**

STEP	BA	BA+10S BA+15Q	BA+20S BA+30Q	BA+30S BA+45Q	BA+40S BA+60Q	MA	MA+10S MA+15Q	MA+20S MA+30Q	MA+30S MA+45Q	SPEC/MA +40S MA+60Q
(1)	\$ 49,764	\$ 50,777	\$ 51,794	\$ 52,805	\$ 53,821	\$ 54,487	\$ 55,485	\$ 56,481	\$ 57,481	\$ 58,480
(2)	\$ 50,749	\$ 51,838	\$ 52,926	\$ 54,012	\$ 55,096	\$ 56,165	\$ 57,235	\$ 58,303	\$ 59,376	\$ 60,446
(3)	\$ 51,636	\$ 52,795	\$ 53,949	\$ 55,098	\$ 56,252	\$ 57,375	\$ 58,511	\$ 59,645	\$ 60,782	\$ 61,916
(4)	\$ 52,806	\$ 54,028	\$ 55,258	\$ 56,484	\$ 57,709	\$ 59,419	\$ 60,628	\$ 61,833	\$ 63,043	\$ 64,253
(5)	\$ 53,730	\$ 55,031	\$ 56,331	\$ 57,630	\$ 58,926	\$ 60,680	\$ 61,962	\$ 63,236	\$ 64,518	\$ 65,793
(6)	\$ 55,326	\$ 56,696	\$ 58,065	\$ 59,440	\$ 60,809	\$ 62,604	\$ 63,960	\$ 65,308	\$ 66,660	\$ 68,011
(7)	\$ 56,726	\$ 58,149	\$ 59,575	\$ 60,997	\$ 62,418	\$ 64,960	\$ 66,394	\$ 67,826	\$ 69,256	\$ 70,693
(8)	\$ 57,651	\$ 59,147	\$ 60,641	\$ 62,130	\$ 63,629	\$ 68,238	\$ 69,776	\$ 71,315	\$ 72,855	\$ 74,397
(9)	\$ 59,339	\$ 60,889	\$ 62,438	\$ 63,989	\$ 65,539	\$ 70,301	\$ 71,913	\$ 73,527	\$ 75,142	\$ 76,751
(10)	\$ 61,121	\$ 62,731	\$ 64,345	\$ 65,958	\$ 67,569	\$ 73,426	\$ 75,103	\$ 76,782	\$ 78,462	\$ 80,138
(11)	\$ 64,176	\$ 65,862	\$ 67,545	\$ 69,231	\$ 70,916	\$ 77,371	\$ 79,110	\$ 80,861	\$ 82,616	\$ 84,370
(12)	\$ 65,396	\$ 67,149	\$ 68,898	\$ 70,651	\$ 72,405	\$ 80,522	\$ 82,360	\$ 84,213	\$ 86,067	\$ 90,740
(13)	\$ 68,094	\$ 69,864	\$ 71,632	\$ 73,402	\$ 75,175	\$ 86,145	\$ 88,057	\$ 89,983	\$ 91,908	\$ 96,965
A	Teachers who have completed fifteen (15) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$3,800 in addition to their basic scheduled salary.									
B	Teachers who have completed twenty (20) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$4,290 in addition to their basic scheduled salary.									
C	Teachers who have completed twenty-five (25) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$755 in addition to their basic scheduled salary.									

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

STEP	BA	BA+10S BA+15Q	BA+20S BA+30Q	BA+30S BA+45Q	BA+40S BA+60Q	MA	MA+10S MA+15Q	MA+20S MA+30Q	MA+30S MA+45Q	SPEC/MA +40S MA+60Q
(1)	\$ 51,257	\$ 52,300	\$ 53,347	\$ 54,389	\$ 55,435	\$ 56,122	\$ 57,150	\$ 58,176	\$ 59,206	\$ 60,235
(2)	\$ 52,272	\$ 53,393	\$ 54,513	\$ 55,633	\$ 56,749	\$ 57,850	\$ 58,952	\$ 60,052	\$ 61,158	\$ 62,259
(3)	\$ 53,185	\$ 54,379	\$ 55,568	\$ 56,751	\$ 57,940	\$ 59,096	\$ 60,267	\$ 61,435	\$ 62,606	\$ 63,774
(4)	\$ 54,390	\$ 55,648	\$ 56,916	\$ 58,179	\$ 59,440	\$ 61,201	\$ 62,447	\$ 63,688	\$ 64,935	\$ 66,181
(5)	\$ 55,342	\$ 56,682	\$ 58,021	\$ 59,358	\$ 60,694	\$ 62,501	\$ 63,821	\$ 65,133	\$ 66,454	\$ 67,767
(6)	\$ 56,986	\$ 58,397	\$ 59,807	\$ 61,223	\$ 62,633	\$ 64,483	\$ 65,879	\$ 67,267	\$ 68,659	\$ 70,051
(7)	\$ 58,428	\$ 59,893	\$ 61,362	\$ 62,826	\$ 64,291	\$ 66,909	\$ 68,386	\$ 69,860	\$ 71,334	\$ 72,814
(8)	\$ 59,381	\$ 60,921	\$ 62,460	\$ 63,993	\$ 65,538	\$ 70,285	\$ 71,870	\$ 73,455	\$ 75,041	\$ 76,629
(9)	\$ 61,120	\$ 62,716	\$ 64,311	\$ 65,908	\$ 67,505	\$ 72,410	\$ 74,070	\$ 75,732	\$ 77,396	\$ 79,054
(10)	\$ 62,955	\$ 64,613	\$ 66,275	\$ 67,937	\$ 69,596	\$ 75,628	\$ 77,357	\$ 79,086	\$ 80,816	\$ 82,542
(11)	\$ 66,101	\$ 67,838	\$ 69,572	\$ 71,308	\$ 73,043	\$ 79,692	\$ 81,483	\$ 83,287	\$ 85,095	\$ 86,902
(12)	\$ 67,358	\$ 69,163	\$ 70,965	\$ 72,770	\$ 74,577	\$ 82,938	\$ 84,831	\$ 86,739	\$ 88,649	\$ 93,462
(13)	\$ 70,137	\$ 71,960	\$ 73,781	\$ 75,604	\$ 77,430	\$ 88,729	\$ 90,698	\$ 92,682	\$ 94,665	\$ 99,874
A	Teachers who have completed fifteen (15) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$3,800 in addition to their basic scheduled salary.									
B	Teachers who have completed twenty (20) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$4,290 in addition to their basic scheduled salary.									
C	Teachers who have completed twenty-five (25) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$755 in addition to their basic scheduled salary.									

## SCHEDULE C EXTRA-CURRICULAR SALARY SCHEDULE

The extra-curricular salary schedule will be administered based on the following:

For the 2023-2025 school years, the schedules shall be as listed and shall be predicated upon the following conditions:

- A. In development a schedule for extra-curricular activities, the following criteria were used to establish and maintain equity in compensation: Time involvement (20 points), supervision (20 points) and miscellaneous (10 points).
- B. The maximum of the base group salary is equal to 15% of BA+30S, step 6 of the 2015-2016 salary schedule (\$49,769).
- C. Assistant coaches will be assigned pay at the rate of 70% of the base group salary rate of pay.
- D. The school district and Union shall create, abolish, or leave vacant any extra-curricular assignment by mutual agreement.
- E. Any time a coach has a combined team of male and female students and it is not designated in the schedule, practices are joint, and competitive meets are scheduled separately, the salary will be 150% of the salary of the amount listed on the schedule.

Group 1	\$ 7,465	100%	Group 8	\$ 4,479	60%	Group 15	\$ 1,866	25%
Group 2	\$ 7,092	95%	Group 9	\$ 4,106	55%	Group 16	\$ 1,493	20%
Group 3	\$ 6,346	85%	Group 10	\$ 3,733	50%	Group 17	\$ 1,120	15%
Group 4	\$ 5,972	80%	Group 11	\$ 3,359	45%	Group 18	\$ 747	10%
Group 5	\$ 5,599	75%	Group 12	\$ 2,986	40%	Group 19	\$ 373	5%
Group 6	\$ 5,226	70%	Group 13	\$ 2,613	35%			
Group 7	\$ 4,852	65%	Group 14	\$ 2,240	30%			



SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE

ATHLETICS	2023-2025
Adaptive Athletics	4,852
Adaptive Athletics Assistant	3,396
Baseball	5,972
Baseball Assistant	4,180
Basketball	7,092
Basketball Assistant	4,964
Cheerleading	5,972
Cheerleading Assistant	4,180
Cheerleading Sideline	500
Cross Country	5,599
Cross Country Assistant	3,919
Dance Line	5,226
Dance Line Assistant	3,658
Football	7,465
Football Assistant	5,226
Golf	5,226
Golf Assistant	3,658
Gymnastics	5,972
Gymnastics Assistant	4,180
Hockey	7,092
Hockey Assistant	4,964
Lacrosse	6,345
Lacrosse Assistant	4,442
Skiing – Nordic	5,226
Skiing – Nordic Assistant	3,658
Skiing – Alpine	5,599
Skiing – Alpine Assistant	3,919
Soccer	7,092
Soccer Assistant	4,964
Softball	5,972
Softball Assistant	4,180
Swimming & Diving	5,972
Swimming & Diving Assistant	4,180
Tennis	5,226
Tennis Assistant	3,658
Track & Field	5,972
Track & Field Assistant	4,180
Volleyball	6,345
Volleyball Assistant	4,442
Wrestling	7,092
Wrestling Assistant	4,964

SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE  
SECONDARY ACTIVITIES

After School Supervision	1,176
Ambassadors	3,733
Archery	4,106
Archery Assistant	2,874
Band - Jazz MS, Choir Ensemble - MS, Orchestra Ensemble - MS, Orchestra - Chamber HS	1,424
Curricular Performances: Band, Choir, Orchestra, HS	2,612
Curricular Performances: Band, Choir, Orchestra, MS	1,497
Band, Pep	3,733
Black Student Union	1,493
Book Club	1,493
CAMP	1,493
Chemistry Club	1,866
Chess Club	746
Choir, Mariners	2,239
Choir, Lakeaires	2,239
Class Advisor, Sr	4,106
Class Advisor, Jr	4,106
Creative Expression, MS	746
Creative Thinking Coach	1,120
Debate, Policy	4,106
Debate, Policy Assistant	2,874
Debate, Lincoln Douglas	4,106
Debate, Lincoln Douglas Assistant	2,874
Drum Line	2,239
Drum Line Assistant	1,567
Enrichment Program	1,493
Environmental Club	1,493
Forensics/National League	746
GSA	746
History Club, MS	3,535
Homecoming	2,257
HOSA	2,257
Knowledge Bowl	1,120
Math Team	2,987
Math Team Assistant	2,090
Mock Trial	2,612
Mock Trial Assistant	1,830
Mountain Biking	2,922
National Honor Society, HS	4,479
National Honor Society MS	2,519

SCHEDULE C EXTRA-CURRICULAR  
SALARY SCHEDULE  
**SECONDARY ACTIVITIES (Continued)**

Newspaper, HS	2,987
Newspaper, MS	2,030
Outdoor Club	746
Play, Full Length, HS	4,106
Play, Choreographer, HS	1,866
Play, Musical Director, HS	4,479
Play, One-Act	3,733
Play, Stage Manager, HS (includes Pit Orch & Tech)	1,493
Play, Second Stage Manager	1,120
Play, Full Length, MS	3,079
Play, Stage Manager, MS	1,311
Play, Set Design, MS	1,311
Play, Musical, Vocal Director	1,493
Play, Costumer	500
Robotics	3,461
Science Olympiad	1,493
Service Learning Club, MS	1,493
Speech	4,106
Speech Assistant (or MS)	2,874
Strength & Conditioning, Fall	3,733
Strength & Conditioning, Winter	5,226
Strength & Conditioning, Spring	3,733
Student Council, HS	5,226
Student Council, MS	3,916
Student Council Assistant, HS	3,658
Student Council Assistant, MS	2,741
Supervisor, Cafeteria	1,703
Tech Club	1,493
Tech Depot	2,045
Trapshooting	4,106
Trapshooting Assistant	2,874
LINK Crew, HS	3,968
WEB, MS	3,968
World Language Foreign	
WLF Exchange Trips/Hosting*(maximum 1500/trip)	552
Yearbook, HS	3,360
Yearbook, MS	2,175

\*Educators who plan and participate in a student foreign exchange program will earn the \$564 stipend in any year they travel abroad with students or host foreign students in White Bear Lake. No more than three stipends will be paid per experience, i.e., a maximum of three educators will be paid the stipend per trip or exchange.

SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE

**ELEMENTARY ACTIVITIES**

ELE Building Enrichment Coordinator	602
ELE Creative Thinking Coach	1,307
ELE Math Enrichment Coach	1,307
ELE Music Performance	1,072
ELE School Patrol	2,147
ELE Student Council	1,307
ELE After School Supervision	1,212

## GRIEVANCE REPORT FORM

Independent School District No. 624  
White Bear Lake, Minnesota 55110

For grievances caused by a disagreement as to the interpretation or application of any term or terms of the Agreement between Independent School District No. 624 and the White Bear Lake Educators' Union.

## STEP I

Name: \_\_\_\_\_ Building: \_\_\_\_\_

A. Date Grievance Occurred: \_\_\_\_\_

B. Date of Last Informal Meeting: \_\_\_\_\_

C. Statement of Facts:

D. Specific Provisions of Agreement Allegedly Violated:

E. Particular Relief Sought:

F. Date Grievance Report Received by Supervisor: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_  
Signature of Association President Date

G. Disposition by Supervisor:

\_\_\_\_\_  
Signature of Supervisor Date

STEP II

A. Date Received by Human Resource Administrator: \_\_\_\_\_

B. Disposition by Human Resource Administrator:

\_\_\_\_\_  
Signature of HR Administrator                      Date

STEP III

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition by Superintendent:

\_\_\_\_\_  
Signature of Superintendent                      Date

STEP IV

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator:

\_\_\_\_\_  
Signature of Arbitrator                      Date of Decision

If additional space is needed for any of the steps, attach an additional sheet or sheets. Each sheet must be signed and dated by the person submitting the sheet.

Copies to: Principal  
Education Minnesota  
Field Staff Person  
Educator

## INDIVIDUAL EDUCATOR CONTRACT - WHITE BEAR LAKE PUBLIC SCHOOLS

The School Board of Independent School District No. 624 of the state of Minnesota, White Bear Lake, Minnesota, enters into this agreement, pursuant to M.S. 122A.40 as amended, with \_\_\_\_\_, a qualified educator, who agrees to teach in the public schools of said district as an educator for the 20XX-20XX school year.

The following provisions shall apply and are a part of this contract:

1. **BASIC SERVICES:** Said educator shall faithfully perform the services of the above position as prescribed by the School Board and the State Board of Education, for the annual salary indicated below, and agrees to teach in the school of said district as assigned in such grades or subjects for which the educator has the necessary certification.
2. **DURATION** This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota, relevant to qualification, certification, employment, termination, and discharge for cause of educators. Thereafter, this contract shall remain in full force and effect, except if modified by mutual consent of the School Board and the educator or unless terminated as provided by law or by written resignation pursuant to M.S. 122A.40, as amended.
3. **CALENDAR:** School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the educator agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
4. **ADDITIONAL SERVICES:** The School Board may separately contract with an educator for extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services prescribed in paragraph 1. Said separate contract shall include a recitation of the compensation to be paid for said assignment during the term of this contract. Said extra-curricular, co-curricular or other assignments shall not be part of the educator's continuing contract.
5. This educator contract shall be subject to the agreement between the school district and the White Bear Lake Educators' Union and the provisions of M.S. 179A.
6. In consideration thereof, the School Board agrees to pay said educator the following annual salary: \$ \_\_\_\_\_ salary ( \_\_\_\_ f.t.e., exclusive of fringe benefits)

This contract shall be effective only upon signature by the officers of the School Board after authorization for such signatures has been taken by the School Board in appropriate action and recorded in its minutes.

Date of School Board action authorizing execution: \_\_\_\_\_

IN WITNESS THEREOF, I have  
subscribed my signature this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Educator \_\_\_\_\_

IN WITNESS THEREOF, we have  
subscribed our signatures this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Chairperson \_\_\_\_\_

Clerk \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between Independent School District No. 624, White Bear Lake Public Schools (“District”) and the White Bear Lake Teachers’ Association (“Union”). The District and the Union are referred to collectively herein as the “Parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) for the period of July 1, 2023 through June 30, 2025;

WHEREAS, the Parties desire to determine the leave benefit for Long Term Substitutes;

Now therefore the Parties agree to the following:

1. Long term substitute teachers who work more than 20 hours per week shall only be entitled to contract leave benefits under ARTICLE XII, Section 1, Subds 1-4 and 7-10 for the maximum number of days set forth below:
  - a. Long term substitute teachers working 0-39 days shall not be eligible for leave benefits under Article XII, except as set for in paragraph 2 of this Agreement;
  - b. Long term substitute teachers working 40-49 days will be eligible for up to 2 days of accrued leave;
  - c. Long term substitute teachers working 50-69 days will be eligible for up to 5 days of accrued leave;
  - d. Long term substitute teachers working 70-95 days will be eligible for up to 7 days of accrued leave;
  - e. Long term substitute teachers working more than 95 days will be entitled to full contractual leave per Article XII;
  - f. Long term substitute teachers working more than 30 days who had absence(s) during their initial 39 days may be reimbursed for lost days retroactively, provided that the days taken do not exceed the accruals in items b-d above and are compliant with the provisions of ARTICLE XII, Section 1. Subds 1-4 and 7-10;
  - g. Per ARTICLE XII, Section 1, Subd. 9, long term substitute teachers will accrue leave benefits within the current school year but not transfer to the subsequent school year.
2. Long term substitute teachers who work more than 20 hours per week are also entitled to contractual leave benefits per ARTICLE XII, Section 2.
3. Long term substitute teachers who work more than 20 hours per week will not be eligible for any other provisions of ARTICLE XII.
4. This agreement will be the standard for the contractual interpretation regarding long term substitute teachers leave benefits until the ratification of the 2025-2027 WBLAE Master Agreement.



IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

<p>White Bear Lake Teachers' Association</p> <p><u>Tiffany Ditttrich</u> President</p> <p><u>2/6/24</u> Date</p> <p><u>Kare Hergen</u> Witness</p> <p><u>2/6/24</u> Date</p>	<p>Independent School District No. 624 White Bear Lake Public Schools</p> <p><u>Janice H. Ellor</u> Its Chair</p> <p><u>2-26-24</u> Date</p> <p><u>Scott H. Green</u> Its Clerk</p> <p><u>2/12/24</u> Date</p>
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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 624, White Bear Lake Area Schools ("District") and White Bear Lake Area Educators, Local #7286 ("Union"). The District and the Union are referred to collectively herein as the Parties.

It is hereby understood by and between the District and the Union as follows:

Eligibility for Post-Retirement Subbing HRA Contribution:

- a. Individual who separates employment from WBLAS with a minimum of three (3) years of service in the District and is at least age 55.
- b. Must commit to and complete a minimum of 50 days of work as a short-call substitute per academic year. Half days are equivalent to a full day.

At the end of the academic year, the District shall contribute \$6,800 to a post-retirement health care account from the Other Post-Employment Benefit (OPEB) trust.

Participation in this program must begin in the academic year immediately following separation of employment and an individual may participate for a maximum of 10 years in this program; if an employee misses the minimum 50 days in a given year, eligibility is revoked and the employee cannot re-enroll


This agreement will be effective until June 30, 2025 or until such time as the District OPEB Plan Fiduciary Net Position (as defined by GASB 74 and 75) is 105% of the Total OPEB Liability (as defined by GASB 74 and 75). If the latter, the District will provide at least 60 days' notice to the local before discontinuing the agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

White Bear Lake Area Educators,  
Local #7286

  
\_\_\_\_\_  
President

2/6/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

2/26/24  
\_\_\_\_\_  
Date

Independent School District No. 624  
White Bear Lake Area Schools

  
\_\_\_\_\_  
Its Chair

2-26-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Its Clerk

2/12/24  
\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 624, White Bear Lake Area Schools ("District") and White Bear Lake Area Educators, Local #7286 ("Union"). The District and the Union are referred to collectively herein as the Parties.

It is hereby understood by and between the District and the Union as follows:

Payout to HRA at separation of employment if employee is age 55 and has at least 15 years of service in the District for unused sick leave days as follows:

- a. 150-174 days = \$10,000
- b. 175-199 days = \$12,500
- c. 200+ days = \$15,000

Example:

Sick leave balance = 1,397 hours

Sick leave days =  $1,397 / 8 \text{ hours (or Continuing Contract hours per day)} = 174.625 \text{ days}$ . Mathematical rounding shall apply.

Payout = \$12,500

This agreement will be effective until June 30, 2025 or until such time as the District OPEB Plan Fiduciary Net Position (as defined by GASB 74 and 75) is 105% of the Total OPEB Liability (as defined by GASB 74 and 75). If the latter, the District will provide at least 60 days' notice to the local before discontinuing the agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

White Bear Lake Area Educators,  
Local #7286

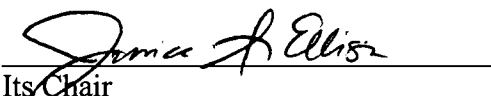
  
\_\_\_\_\_  
President

2/26/24  
\_\_\_\_\_  
Date

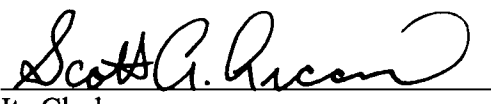
  
\_\_\_\_\_  
Witness

2/26/24  
\_\_\_\_\_  
Date

Independent School District No. 624  
White Bear Lake Area Schools

  
\_\_\_\_\_  
Its Chair

2-26-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Its Clerk

2/12/24  
\_\_\_\_\_  
Date

