

MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 829

Waseca, Minnesota

and

WASECA EDUCATION ASSOCIATION

July 1, 2021 through June 30, 2023

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ARTICLE I-PURPOSE

This Agreement is entered into between Independent School District No. 829, Waseca, Minnesota, hereinafter referred to as the School District, and the Waseca Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this agreement.

ARTICLE II-RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Association as the exclusive representative of teachers employed by the School District with the Association having those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

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

ARTICLE III-DEFINITIONS

Section 1. Teacher: The word "teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota, but shall not include the superintendent, assistant superintendents, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties; confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 2. School District: For purposes of administering this Agreement, the term "School District," shall mean the School Board or its designated representative(s).

Section 3. Association: For the purposes of this Agreement, the word "Association" shall mean the Waseca Education Association or other duly elected representative as the exclusive representative of the teachers employed in the School District.

Section 4. Superintendent: For the purposes of this Agreement, the term "Superintendent" shall mean the Superintendent of Schools for Waseca Independent School District No. 829.

Section 5. Terms and Conditions of Employment: The term "terms and conditions of employment," means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

Section 6. Years:

Subd. 1. Fiscal Year: The term "fiscal year" refers to a year beginning July 1 and ending June 30.

Subd. 2. School Year: The term "school year" refers to that part of a year between and including the first and last contract days pursuant to ARTICLE XIII. Section 1.

Section 7. In Writing: For the purposes of this Agreement, the term "in writing" shall mean an original signed document. Faxing or e-mailing a scanned image of a signed document to meet timelines specified in this Agreement is acceptable only if the original signed document is delivered to the specified individual within 7

calendar days. E-mailing text or unsigned documents is not acceptable. An exception may be made by mutual agreement of the School District and the teacher.

Section 8. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV-SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Rules, Regulations, Directives and Orders: The Association recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the rules, regulations, directives and orders, issued by the School District. The Association recognizes the right, obligation and duty of the School District to promulgate rules, regulations, directives and orders from time to time as deemed necessary, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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

Section 5. Meet and Confer: The School District has the obligation to meet and confer with the Association to discuss policies and those matters relating to employment not included under M.S.179A.03, Subd.19, pursuant to M.S.179A.07, Subd. 3, M.S.179A.06, Subd. 5, and M.S.179A.08, Subd. 2. The School District and the Association will meet as needed and will each be represented by its negotiating committee members. Agenda items will be shared 5 working days in advance of the meeting.

ARTICLE V-TEACHER RIGHTS

Section 1. Right to Views: Nothing in this Agreement shall be construed to limit, impair or affect the right of any teacher or the teacher's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the terms and conditions of employment or their improvement, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and the right not to form and join such organizations. Teachers in an appropriate unit shall have the right to designate by secret ballot an exclusive representative to negotiate the terms and conditions of employment and grievance procedures for such teachers.

Section 3. Request for Dues Checkoff: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection. Dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to M.S.179A.06 Subd.6.

Subd. 1. Authorization: Upon receipt of a properly executed authorization card, the School District will deduct, from the teacher's paycheck, the dues the teacher has agreed to pay to the teacher

organization. Effective September 1, 2016, the deduction will be in 20 equal installments from September through June.

Subd. 2. Leaves of Absence: The teacher will be responsible for dues not deducted while on leave of absence.

Section 4. Royalties: Instructional materials, including lessons, tests, exercises and software, developed by the teacher as preparation for classes for which that teacher is responsible, are the property of the teacher. The teacher retains the right to copyright and publish such material. The School District has the right to claim 10% of any income or royalties received on such material.

If a teacher is hired specifically for curriculum development (e.g. curriculum specialist, summer curriculum writing, etc.) the School District receives 90% of any income or royalties received on such material and the teacher has the right to claim 10%. If the School District makes no attempt to market or publish such material within 12 months of completion, all rights to copyright or publish such material shall revert to the teacher.

Section 5. Personnel File:

Subd. 1. Review of Personnel Files: The School District will provide a copy of any item placed in a teacher's personnel file to the teacher at the time of entry. The School District agrees, upon the written request of a teacher, to set up a conference with the teacher and the immediate supervisor to review items placed in the personnel file. The intent of this conference is to address a possible timeline to schedule removal of the item, or items. The removal of any items can only be done by mutual consent and approval of the Superintendent.

Section 6. Letter of General Assignment: The School District will make available a copy of the Letter of General Assignment on-line for each teacher by the second October paycheck, with the first adjusted paycheck after ratification of the Master Agreement in a negotiation year, and when individual contract changes occur. The Letter of General Assignment will contain the following information: current step, lane and salary; and additional assignments specifying their compensation.

Section 7. Staff Development Committee: The Association shall select all teacher representatives to the School District and Site Staff Development Committees. The Chair of the School District or Site Staff Development Committee(s) shall notify the Association President when a vacancy occurs.

Section 8. Master Agreement Review: New teachers will receive a copy of the Master Agreement in effect when they are issued a teaching contract.

ARTICLE VI- BASIC SCHEDULES AND RATES OF PAY

Section 1. 2021-2022 Salary Schedule: The wages and salaries reflected in APPENDIX A, shall be effective only for the 2021-2022 fiscal year.

Section 2. 2022-2023 Salary Schedule: The wages and salaries reflected in APPENDIX B, shall be effective only for the 2022-2023 fiscal year.

Section 3. Status of Salary Schedule: A teacher shall be given tentative written notice no later than February 1 of any possible type of salary increase withholding stating the reasons. Between February 1 and April 1, a reasonable effort will be made to correct the reasons for salary increase withholding. A final determination and notification of salary increase withholding for said teacher shall be made in writing no later than April 1.

Section 4. Placement on Salary Schedule and Lane Changes: The following rules shall apply in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Prior Experience: A teacher's years of teaching experience will be determined by adding all full and partial years of regular and long term substitute teaching experience (example: if three years of teaching experience are recommended and approved, it is equal to step 4 on the salary schedule). If this determination should result in a fractional part of a year, the teacher will receive credit for a full year if that fractional year of experience is greater than or equal to ½ (example: under 4 1/2 years of experience would equal 4 years; 4 1/2 to 5 years of experience would equal 5 years). Credit for more than 6 years of teaching experience may be granted on the recommendation of the Superintendent and at the direction of the School Board. Once a teacher is under contract, those years of experience become the basis for advancement on the salary schedule. Teachers will be placed on the salary schedule based on actual degrees and credits earned prior to the first day of employment.

Subd. 2. Grade and Credits: Credits to be considered for application on the salary schedule must meet the following criteria.

- A. Credits must be germane to the teaching assignment as determined by the School District.
- B. Credits must be earned at an accredited college or university.
- C. Credits beyond the B.A. or M.A. degree lanes must be earned after earning their teaching degree or the date they are issued a standard teaching license by the State of Minnesota.
- D. Credits beyond the M.A. degree lane must be earned after the M.A. degree has been conferred.
- E. Credits earned must carry a grade equivalent of "B" or higher.
- F. Credits must receive prior approval pursuant to Subd. 3 below.
- G. Credits must be graduate credits except when the School District requests, or the state required teachers to take a specific course.

Subd. 3. Credit Approval: Credits and/or programs to be considered for application on the salary schedule must have the prior approval of the Superintendent in writing. Prior approval of planned credits is required to eliminate misunderstanding and rejection of credits, however, unforeseen difficulties may bring a waiver by the Superintendent. Credits should meet the criteria provided in Subd. 2 above. A teacher in a Master's Degree program showing proof of acceptance as a Candidate for a Master's Degree will be exempt from the credit approval requirement.

A teacher shall be paid on the Master's Degree lane or higher degree lane only if the degree is germane to the teaching assignment as approved by the School Board and the degree program is approved in writing by the Superintendent in advance.

Lane changes on the salary schedule will reflect semester hour credits.

Subd. 4. Effective Date of Lane Change: Teachers will have two (2) deadlines per year to submit transcripts (or other official notifications) of qualified credits to the School District Office. The first deadline will be September 15 with the pay increase being retroactive to the start of the school year. The second deadline will be January 15 with that half-year increase starting March 1. Teachers shall receive payment for qualified lane changes regardless of settlement of the current Agreement.

Section 5. Payment:

Subd. 1. Payday: All teachers shall be paid on the 15th and 30th of each month. If a payday falls on a non-business day for the bank, payday will be on the preceding business day.

Subd. 2. Paid over 24 Pay Periods: All teachers will receive their pay over 24 pay periods with payments to be made from September through August.

ARTICLE VII-EXTRA COMPENSATION

Section 1. Extracurricular Schedules: The wages, salaries, and pay periods reflected in APPENDIX E shall be part of this Agreement for the 2021-2022 and 2022-2023 fiscal years.

Subd. 1. Payment: Teachers will receive payment for such services during the three (3) month period of the extracurricular activity as follows:

Fall Activities – 6 payments in September, October, and November

Winter Activities – 6 payments in December, January, and February

Spring Activities – 6 payments in April, May, and June

Activities spanning the major portion of 2 or more seasons will be paid over those seasons.

Subd. 2. Non-Performance: A teacher will not be paid for a contracted extracurricular assignment if the teacher is not able to perform such duties on the starting date of the assignment due to illness, injury or other reasons. If the teacher is able to return and perform the duties of the contracted extracurricular assignment at a later date, the teacher will be paid on a prorated basis for services performed.

Section 2. Compensation for Supervision and Services at Events: Teachers will be provided with an activity pass. Teachers will have the opportunity to earn a School District activities pass for their spouse each fiscal year by performing two (2) unpaid work assignments for the School District, including officiating. A family pass will be earned by performing four (4) unpaid work assignments for the School District. Supervision of junior high and senior high dances will count as two (2) work assignments. Teachers who work on an evening in which three (3)-games are scheduled at one site will be paid 1.5 times the rate. This work does not include gate workers who will only work the normal two (2) games.

Section 3. Additional Assignment Extended Contracts: The weekly salary for extended contracts will be as described below.

July 1, 2021 -August 31, 2022\$913.00

Section 4. Summer School and Other Contracts:

Subd. 1. Summer School and Other Teaching Time, Rate of Pay Calculations and Payment:

Summer school and other teaching time will be based on a percentage of full-time with 300 student contact minutes per day being full-time. The rate of pay shall be based on the weekly rates in Subd. 4 below (i.e. 300 student contact minutes per day is equal to 25 hours per week. The weekly rate in Subd. 4 divided by 25 hours per week will be the Subd 1. rate of pay). Summer school teachers shall be paid in July and August pursuant to ARTICLE VI, Section 5, Subd. 1 above. Substitute teachers will be paid at the regular substitute teacher rate.

September 1, 2021-August 31, 2023 Hourly \$36.53

Subd. 2. Driver Education: The rate of pay for driver education shall prorated based on BA, Step 6 from the 2017-2018 rate table.

September 1, 2021-August 31, 2023 Hourly \$28.52

Subd. 3. Summer School Leaves of Absence: Summer school and summer driver education teachers will be granted use of funeral leave and personal leave. Teachers will be granted use of 2 total paid summer school leave days during the summer session.

Subd. 4. Other Summer Contracts: Rate of pay for other summer contracts (i.e. curriculum writing, ITV training) will be as described below. This shall be prorated based on the Salary Schedule BA, Step 1 from the 2014-2015 rate table. These contracts will be defined as “non-student contact” contracts.

September 1, 2021-August 31, 2023 Hourly \$22.83..... Weekly \$913.00

Section 5. Student Teacher Supervision: The rate of pay for supervising teachers in the School District will be the sum received from the college and/or the State College Board for such supervision less the teacher's share of T.R.A. and Social Security contributions. This amount is paid directly to the teacher by the college after the completion of a voucher from the host college.

Section 6. Teacher on Special Assignment (TOSA): Said compensation rate shall be equal to three times the stated rate per Article XII, Section 4, Subd. 1. Payment shall be made in 24 equal installments September through August.

Section 7. Staff Development Incentive Program:

Subd. 1. Staff Development Definition: The term “Staff Development” is defined as activities that are designed to:

- A. provide knowledge directly applicable to the teaching assignment; or
- B. provide teaching skills and/or techniques; or
- C. provide a better understanding of students.

Subd. 2. Staff Development Options: Two options are available to teachers participating in approved staff development activities outside the basic teacher day:

Option 1: The School District Staff Development funds or Building Staff Development funds will pay a stipend plus fees and mileage if funds are available as determined by the appropriate Staff Development Committee. This option is also applicable to workshops developed and implemented by the School District. If funds are not available, teachers may chose Option 2 or chose to decline the staff development event.

Option 2: Prior approved workshop hours will be converted to credits toward lane changes. 15 cumulative hours of approved workshops is equal to 1 credit. This option is also applicable to workshops developed and implemented by the Schools District.

Subd. 3. Stipends, Fees and Mileage: School District Staff Development funds will pay a stipend for instructional time only, and fees and/or mileage for approved staff development workshops and leadership meetings as provided in Options 1 and 2 above. Such stipend payments are not part of the teachers continuing contract with the District. The stipend shall be 65% of the hourly summer rate of pay pursuant to ARTICLE VII, Section 4, Subd. 4 above. These rates are effective September 1st.

September 1, 2021-August 31, 2023

\$119.00 per 8-hour day

Subd. 4. Salary Schedule Advancement Incentive: Fifteen clock hours of staff development sponsored or prior approved activities will equal 1 semester credit toward advancement on the salary schedule.

- A. Staff development hours intended to be utilized for this purpose must be pre-approved prior to the beginning of the course and/or activity.
- B. A maximum of 6 staff development credits can be applied to each lane change with a maximum of 3 each year with the ability to carry 3.
- C. Staff development credits must be earned outside of the contract day.
- D. All credits earned for lane change beyond the 6 allowed through workshops or in-service may be banked for application towards succeeding lane changes.
- E. A teacher who develops and conducts an approved workshop will earn additional hours toward a credit, if they choose the credit and not a stipend payment. The maximum number of credits earned in this manner is 3. If more than one teacher develops and conducts a workshop, each of them will receive the fractional part of the additional hours earned.

Subd. 5. Procedures: The School District or Building Staff Development Committees are responsible for overseeing the Staff Development Incentive program. The School District Committee will set the application procedures, approval procedures, criteria and guidelines, which may include mileage reimbursement limitations. A teacher or group of teachers will provide rationale for their proposals. The School District will set a budget to be used for this purpose.

Section 8. Contribution to Tax Sheltered Annuities: Upon employment, teachers are eligible to participate in the District tax sheltered annuity plan, if authorized to work for no less than twenty (20) hours per week. School District contributions for an eligible teacher employed less than full-time shall be on a prorated basis.

Subd. 1. Effective September 1, 2019, eligible teachers will receive an annual District match into their tax sheltered annuity plan, as limited by state law and outlines in this section if:

- A. they are enrolled in the District tax sheltered annuity plan, and
- B. they authorize an equal amount or more by payroll deduction.

Subd. 2. Eligible teachers will receive an annual District match according to the following tiered system:

September 1, 2021 through August 31, 2022:

Up to \$240 for those teachers new to the District through those who have completed five years with the District

Up to \$480 for those teachers who are beginning their sixth year through ten years with the District

Up to \$720 for those teachers who are beginning their eleventh year or more with the District

September 1, 2022 through August 31, 2023:

Up to \$240 for those teachers new to the District through those who have completed five years with the District

Up to \$480 for those teachers who are beginning their sixth year through ten years with the District

Up to \$960 for those teachers who are beginning their eleventh year or more with the District

Subd. 3. The tax sheltered annuity plan and District match will be subject to all applicable state and federal laws, rules, and regulations. Any change to either the employer or the employee contribution will require a new salary reduction agreement.

Subd. 4. The tax sheltered annuity vendor must conform to the district procedure in place per the employee handbook.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Insurance Carriers: Representatives of the Association and the School District shall meet to evaluate and agree upon the specifications for each insurance benefit selected in this article. The School District's financial obligation for each insurance benefit shall be no greater than the exact dollar amount agreed upon in negotiations.

Section 2. Eligibility:

Subd. 1. Part-time Teachers: School District contributions toward insurance premiums and an HRA provided in this article shall not apply to a teacher employed less than half-time. A teacher, once enrolled in a School District group insurance plan, may remain enrolled if the teacher is reduced to less than half-time. School District contributions for an eligible teacher employed less than full-time shall be on a prorated basis.

Subd. 2. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this article while the teacher is employed by the School District. Upon termination of

employment, all School District contributions shall cease (excepting ARTICLE VIII, Sections 7 and 8). Teachers terminating their employment at the end of the school year will be covered through August 31.

Section 3. Insurance Coverage:

Subd. 1. Health and Hospitalization Insurance: The School District shall contribute toward the premiums of all eligible teachers and eligible dependents qualified for and enrolled in the School District group health and hospitalization insurance plan.

Subd. 2. Dental Insurance: The School District shall contribute toward the premiums of all eligible teachers and eligible dependents qualified for and enrolled in the School District group dental insurance plan.

Subd. 3. Long Term Disability Insurance: The School District shall contribute toward the premiums of all teachers for the approved long term disability insurance plan.

Subd. 4. Term Life Insurance: The School District shall provide a \$50,000 term life insurance policy for each teacher who works at least 20 hours per week, pursuant to age limitations stated in said policy. Teachers will have the option to purchase additional life insurance.

Section 4. Total Policy Contribution:

Subd. 1. School District and Teacher Contributions: The School District and teacher shall contribute toward the yearly policies of each teacher according to the following schedule.

	<u>2021-2022</u>	<u>2022-2023</u>
Health & Hospitalization Single Policy – School District pays	\$6,400.00	\$6,850.00*
Health & Hospitalization Non-Single Policy – School District pays	\$13,100.00	\$13,500.00*
<i>*For 2022-2023, if two members of the WEA are married, two single policy contributions will be applied towards a family health insurance premium totaling \$13,700</i>		
Health & Hospitalization, Single and Non-Single-Teacher pays:	Remainder	Remainder
Dental (Composite) –School District pays:	\$840.00	\$840.00
Dental (Composite)-Teacher pays:	Remainder	Remainder
Long Term Disability – School District pays**:	.293 % salary	.264% salary
<i>**Subject to annual renewal rate</i>		
Term Life (Composite) –School District pays**:	\$60.00	\$60.00
<i>**Subject to annual renewal rate</i>		

Subd. 2. Adjustments: During Agreement negotiations, increase in premiums will be borne by the teaching staff until Agreements are settled. Reimbursement will be handled accordingly.

Section 5. VEBA with Health Reimbursement for Active and Retired Teachers:

Subd. 1. Establishment of VEBA: Effective July 1, 2005, the School District made available a VEBA Plan and Trust to all qualified teachers and eligible retirees who exercise their option to enroll in the health insurance program offered through the School District. The School District, teachers and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. This arrangement constitutes a voluntary employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

The School District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the health flexible spending account (FSA) plan year, that eligible health expenses will be paid from the FSA first, until an individual’s FSA account is exhausted, and from the VEBA Plan

second. The School District agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date.

VEBA Plan contributions ceased as of June 30, 2016. Language will remain in the Master Agreement until all VEBA accounts have been depleted.

Subd 2. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active teachers participating in the VEBA Plan shall be paid by the School District. Administrative fees allocable to individual accounts of active teachers who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to School District contributions, shall be paid by the School District. Administrative fees allocable to the individual accounts of former teachers shall be paid by the former teacher. If the VEBA Plan is terminated or if School District contributions cease by agreement between the parties, administrative fees shall be paid by the School District if the teacher remains active. Once the employment relationship is discontinued, the former teacher will be responsible for the administrative fee.

Section 6. Health Insurance Policies

Subd. 1. The School District shall make available two Public Employee Insurance Program (PEIP) non-high deductible health plans to all qualified teachers and eligible retirees who elect to participate in said plan. These 2 plans are called PEIP High and PEIP Value. All School District contribution will be applied to the teacher's premium. The combined School District contribution is pursuant to ARTICLE VIII, Section 4.

Subd. 2. The School District shall make available a high deductible health plan to all qualified teachers and eligible retirees who elect to participate in said plan. This is an HSA (Health Savings Account) compatible plan. The teacher can contribute to their HSA up to the IRS maximum amounts allowed. The entire School District contribution, pursuant to Article VIII, Section 4 above, will be applied to the teacher's insurance premium.

Subd. 3. Selection of School District's Group Health and Hospitalization Plan: The parties agree no teacher shall select a group health and hospitalization plan that causes or will cause penalties, fees, or fines to be assessed against the School District.

Section 7. Leave Benefits: The following insurance benefits shall apply to teachers on unrequested leave or other School Board approved leaves of absence.

Subd. 1: Health and Hospitalization and Dental Insurance: A teacher shall have the right to remain in the School District health and hospitalization and dental insurance plans while on leave.

Subd. 2: Term Life Insurance: A teacher shall have the right to remain in the School District term life insurance plan for 18 months while on leave.

Subd. 3: Premiums and Payments: All premiums will be at the group rates in effect during each year of leave and shall be borne by the teacher with payment due, in advance, the School District office by the 1st of each month. Non-payment will result in cancellation. If a teacher drops these insurance plans and wishes to reenter, a health history may be required.

Section 8. Retirement Benefits:

Subd. 1. Retirement Benefits for Teachers hired prior to September 1, 2016:

- A. A teacher must have taught at least 15 years in the School District to be eligible for early retirement benefits.

- B. The School District will contribute \$1,000 toward the health and hospitalization premium each year to the age of 60 for any teacher who retires after the age of 55 and before the age of 60. Upon reaching the age of 60, the School District will contribute towards the health and hospitalization premium pursuant to Subd. 1-C below.
- C. The School District will contribute towards the health and hospitalization premium for any teacher who retires before age 65 and has reached the age of 60 pursuant to Subd. 1-E below.
- D. The School District will contribute towards the health and hospitalization premium for a teacher who is eligible for the Rule of 90 and retires before the age of 65 pursuant to Subd. 1-E below.
- E. The School District contribution toward the health and hospitalization premium and an HRA of an eligible teacher will be the same as that of an active teacher pursuant to Section 4, Subd. 1 and Section 6, Subds. 1 and 2 above. These payments shall continue until the first of the month following the teacher's 65th birthday.

Subd 2. Retirement benefits for Teachers hired after September 1, 2016:

At the end of each successful year of teaching, and prior to July 15, the district will deposit on behalf of those eligible full time teachers \$525 into a retiree-only HRA (prorated for those at least .50 FTE). This includes teachers who are actively teaching or on an approved FMLA. It excludes those teachers on an unapproved leave of absence. The HRA amount will be prorated (.5) for those hired for assignments starting after January 1 and prorated (.5) for those who retire prior to the end of the school year. Employees will be vested after 15 years of service to the school district and reaching age 55. Upon becoming vested, employees will be able to self-direct investment from those made available through the HRA plan. Employees will have access to vested funds upon separation of service.

Subd. 3. Other Retirement Benefits: The following benefits shall apply to teachers retiring from teaching.

- A. Eligibility Requirements: A teacher must be at least age 55 and have taught at least 15 years in the School District to be eligible.
- B. A teacher shall have the right to remain in the School District health and hospitalization insurance plan at the teacher's expense upon retirement from teaching after 30 years or the age of 55, if Subd. 1 above does not apply. The teacher must also participate in Medicare, Part B to remain eligible after reaching the age of 65.
- C. A teacher shall have 30 days to convert to an individual life insurance plan at higher rates upon retirement.
- D. A teacher who retires with 20 or more years in the School District shall receive a free Lifetime Activity Pass at retirement for the teacher and the teacher's spouse.
- E. Sick Leave Buy Back: A full time teacher who plans on retiring will receive a sick leave buy back payment pay based on \$50.00 per day for each day of unused sick leave if the teacher notifies their supervisor of their intent to retire in writing by March 1 (if retiring at the end of a school year) or at least 90 calendar days in advance when planning to retire mid-year. The sick leave buy back payment will not exceed the maximum amount of \$6,250. Payment will be made at the teacher's discretion to an eligible teacher's tax sheltered annuity. The tax sheltered annuity must be set up on or before the individual's retirement date. The deposit will be made with the June 30 payroll process, or final payroll process if the retirement is mid-year.

Subd. 4. Premiums: All premiums will be at the group rates in effect during each year of retirement. School District contributions for an eligible teacher employed less than full-time at the time of retirement shall be on a prorated basis.

Subd. 5. Payments: That part of the premium borne by the teacher shall be paid, in advance, to the School District office by the first of the month preceding the due date, which shall be monthly, quarterly or annually. Non-payment will result in cancellation. If a teacher drops these insurance plans and wishes to reenter, a health history may be required.

Section 9. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

ARTICLE IX-LEAVES OF ABSENCE

The School District recognizes that situations may occur that are out of the ordinary including terminal illness and other similar extraordinary events. Teachers may ask by submitting a signed request to the Superintendent for additional leave due to these circumstances. The Superintendent will make the final determination, which is not precedent setting or subject to the grievance process.

To be eligible for leave benefits (sick leave, bereavement leave, and personal leave), an employee must work at least 736 hours per regular school year, which is equivalent to a 0.5 FTE. Accumulated leave benefits cannot be lost by an employee if they are reduced to less than a 0.5 FTE. Pro-ration of sick leave, funeral leave, and personal leave will occur for those working less than 8 hours per day or less than a full year.

Excessive use of leave during a school year, other than that which occurs in extenuating circumstances, is a burden both on the District and the WEA membership. Therefore, when a total number of leave days reaches ten (10), or approximately five percent, the teacher will be required to verbally request each additional leave day from their principal and/or supervisor. Additionally, professional leave may be severely restricted for the teacher.

[All day leaves described in this article shall be based on an 8-hour day. Funeral leave and personal leave must be taken with a minimum of ½ day increments.]

Section 1. Sick Leave:

Subd. 1. Definition: This leave is defined as leave granted a teacher per M.S. 181.9413. Sick leave benefits may be limited to 160 hours in any 12-month period as provided for in M.S. 181.9413

Subd. 2. Number of Days: Full time, full year teachers, will annually be granted 12 days of sick leave on the first day of their contract. Teachers employed less than full-time, or a full year (including the case of an unpaid long term leave of absence during the school year, i.e. maternity leave, surgery, illness) will be granted sick leave days on a prorated basis. Earned sick leave days will be accumulative to 125 days.

If a teacher's contract is terminated, whether by the teacher or the School District, used sick leave days will be prorated at the rate of 1 sick leave day for every 15 1/3 days of employment. The remaining unearned sick leave days will be deducted at the rate of 1/184 of the teacher's base contract.

Subd. 3. Excess Sick Leave Accumulation: Teachers who have accumulated 1,000 hours of sick leave will have the opportunity to redeem extra sick days for compensation. When the hours earned over 1,000 total 96 for a total of 1,096 hours, the teacher can choose to be paid for one day based on their regular pay, or receive an additional two (2) personal days. The day's pay or the award of the two (2) additional personal days will be calculated one time per year in alignment with the June 30 payroll. All language per Article IX, Section 3, Personal Leave, will be in full force and effect. A teacher must notify the District Office no later than June 1 regarding their choice. If a teacher fails to meet this deadline, the District Office will automatically reimburse the teacher for one day of their regular pay. If a teacher reaches the 1,096 hours prior to June 30, they will continue to accrue hours towards the next excess sick leave accumulation pay. At the end of June, 96 hours will be removed from the balance.

Hours used during the period of excess accumulation for sick leave will be subtracted from the total number of sick leave hours accumulated. If the teacher must use sick leave during the year, the

maximum amount of sick leave hours that can be used in any one year remains at 1,000 hours, per Section 1, Subd 2 of this Article.

Subd. 4. Summer School: Summer school and summer driver education teachers will not earn sick leave on a prorated basis. Leave days used are subject to Article VII, Section 4., Subd. 3.

Subd. 5. School District Approval: Sick leave pay shall be approved by the School District only upon submission of a sick leave pay request through the on-line leave system, Aesop/Frontline. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher. Sick leave will not be deducted from the teachers' pay.

Subd. 6. Request for Medical Certificate: The School District may require a teacher to furnish a medical certificate from the school health officer or a qualified physician as evidence of illness or indicating such absence was due to illness to qualify for sick leave pay (an absence of three days or more will be used as a guideline). A request for a medical certificate will be made on the day the teacher is sick or within 3 days of the teacher's return to work.

Subd. 7. Worker's Compensation: Pursuant to M.S. 176, a teacher injured on the job in the service of the School District and collecting worker's compensation insurance may draw sick leave and receive full salary from the School District with the salary to be reduced by an amount equal to the insurance payments. Only that fraction of the days not covered by insurance will be deducted from the teacher's accrued sick leave.

Section 2. Bereavement Leave:

Subd. 1. Number of Days: A teacher shall be granted up to seven (7) days, to be requested in half day increments, without loss of pay, for the purpose of bereavement leave. This leave is available to eligible employees for absences related to the death of a relative or friend, as well as to plan and attend the funeral. Funeral days are not accumulative.

Subd. 2. Summer School: Summer school and summer driver education teachers will not earn bereavement leave. Leave days used are subject to Article VII, Section 4., Subd. 3.

Section 3. Personal Leave:

Subd. 1. Definition/Number of Days: Each teacher will be permitted a maximum of 3 full days of personal leave each fiscal year. There will be no pay deduct for Personal Leave days. This leave is accumulative to 5 days. These days must be requested in half day or full day increments.

Subd. 2. Notification: A request for personal leave shall be made to the teacher's immediate supervisor and through the on-line leave system, Aesop/Frontline. The request must be submitted at least 3-days in advance. In an emergency situation the Superintendent may waive the 3-day requirement.

Subd. 3. Exclusions: No requests will be granted the first or last week of the school year that classes are in session and during Parent/Teacher Conferences. Exceptions may be granted at the discretion of the Superintendent.

Subd. 4. Number of Teachers on Personal Leave: A maximum of 5% of the teachers at any building level (P-3, 4-6, 7-12) will be granted personal leave on a first come, first serve basis. This limitation may be waived at the discretion of the School District.

Subd. 5. Summer School: Summer school and summer driver education teachers will not earn personal leave. Leave days used are subject to Article VII, Section 4., Subd. 3.

Section 4. Child Care Leave:

Subd. 1. Eligibility: Child care leave may be granted by the School District, subject to the provisions of this Section, to 1 parent of an infant child or 1 adoptive parent, provided such parent is caring for the child on a regular full time basis.

Subd. 2. Notification: A teacher should submit a written application of intent to take child care leave to the Superintendent at least 3 calendar months before commencement of the intended leave. The teacher will provide a statement from a physician indicating the expected date of delivery with the application.

A teacher who is adopting a child should submit a written application of intent to take child care leave to the Superintendent with approximate dates for the adoption. The teacher should keep the Building Principal informed of changes in the dates.

Subd. 3. Duration: Child care leave may be granted for up to 2 years. A teacher taking 1 year or less of child care leave may return only at predetermined natural breaks (trimester, Christmas, Easter, etc.). Child care leave may be extended as follows:

- A.** If the first leave period ends during the summer break (see NOTE following this Subd.), child care leave may be extended for a full school year.
- B.** If the first leave period ends during the school year, child care leave may be extended for the remainder of that school year.
- C.** In cases of extended maternity leave longer than 92 days, the teacher will be eligible to receive their applicable maternity leave benefit upon return to the district and completion of 92 contract days.

A teacher's notification of intent to extend the child care leave, return or terminate employment must be in writing to the Superintendent by April 1 if the leave period ends during the summer break or 3 months before the end of the leave period if the leave period ends during the school year. The three-month notice can be modified in emergency situations upon School Board approval. Upon School Board approval, this child care leave may be dissolved due to unforeseen circumstances at the request of the teacher.

(NOTE: Summer break is defined as all days between the last contract day of a school year and the first contract day of the following school year.)

Subd. 4. Use of Sick Leave: A teacher who is pregnant may use up to twelve (12) weeks of available sick leave from the date of the birth, pursuant to ARTICLE IX, Section 1, during periods of physical disability directly related to the birth of the child. The School District will require the teacher to furnish a medical certificate from a qualified physician as evidence of physical disability to qualify for sick leave pay. For sick spouse, leave may be used per furnished doctor certificate stating spouse required teacher's care.

Subd. 5. Assignment Upon Return: A teacher returning from child care leave will be assigned to the same position held when the leave commenced or, if unavailable, to a substantially equivalent position unless the teacher has been previously discharged or placed on unrequested leave.

Subd. 6. Experience Credit: A teacher returning from child care leave, pursuant to the provisions of this section, shall retain all previous experience credit for pay purposes and unused leave time accumulated, pursuant to the provisions of this Agreement, prior to the commencement of the leave. The teacher's years of teaching experience will be determined by adding all full and partial years of teaching experience obtained while employed in the School District. If this determination should result in a fractional part of a year, the teacher will receive credit for a full year if that fractional part of a year of experience is greater than or equal to 1/2 (example: under 4 1/2 years of experience would equal

4 years; 4 1/2 to 5 years of experience would equal 5 years). The teacher shall not accrue additional experience credit for pay purposes while on child care leave.

Subd. 7. Insurance Benefits: A teacher on child care leave is eligible to participate in School District group insurance programs if permitted under the insurance policy provisions but shall pay the entire monthly premiums for such programs the teacher wishes to retain while on child care leave. FMLA provisions may apply. The right to continue participation in such School District group insurance programs will terminate if the teacher does not return to the School District pursuant to this section.

Section 5. Paternity Leave: A teacher who is the biological father of a new baby may take up to 5 consecutive working days of paternal leave, commencing with the onset of the mother's labor or surgical delivery, to attend the birth and care for the baby and mother. The School District will require the teacher to furnish a medical certificate from a qualified physician as evidence of the expected due date. The request for paternal leave shall be submitted at least 4 weeks prior to the anticipated date of the baby's birth, but the actual leave dates may be adjusted to conform to the actual labor and delivery. This leave is a paid leave charged to accumulated sick leave. In the event that either the mother or baby experience serious complications that go beyond the typical recovery from birth, the father may take additional days as provided in Section 4 above.

Section 6. Jury Duty: A teacher who is called for jury duty shall be compensated for the difference between the teacher's regular salary and the pay received for jury duty during that period. If the teacher is dismissed from jury duty with 2 or more hours remaining in the work day, the teacher is expected to return to work.

Section 7. Sabbatical Leave:

Subd. 1. Purpose: Sabbatical leave is for teacher self-improvement and ultimately to benefit the School District. Sabbatical leave may be granted to combine with programs of study, research, writing or travel financed by outside noncommercial agencies such as universities or foundations.

Subd. 2. Eligibility: To be eligible for sabbatical leave, a teacher must have taught for the preceding 7 years in the School District as a full-time teacher. Only 1 eligible teacher may be granted a sabbatical leave during a school year.

Subd. 3. Notification and Approval: The School Board, upon the recommendation of the Superintendent, may grant sabbatical leave to teachers. An application for sabbatical leave must be submitted to the Superintendent by April 1 for the following school year.

Course work taken by a teacher on sabbatical leave must be approved in advance by the School District and be graduate credits except where undergraduate credits are specifically approved. Any employment during the sabbatical leave period must receive prior School District approval. Full-time employment during the year of sabbatical leave will not be approved.

Subd. 4. Duration: The length of a sabbatical leave shall be no more than 1 fiscal year.

Subd. 5. Salary: The salary while on sabbatical leave will be 1/2 of the basic salary (not to include extra assignments or extra week's pay) that would be received if the teacher were a full-time teacher in the School District. If the sabbatical leave is more than 1/2 of the school year, the teacher will not receive an increment for the sabbatical leave upon returning to the School District.

Teachers on sabbatical leave may accept scholarships, fellowships, grants or employment during the sabbatical leave, if they provide experience which serves the purpose of the sabbatical leave and the total compensation to the teacher from employment and sabbatical leave does not exceed the teacher's

regular base salary. If the total compensation from employment and sabbatical leave pay exceeds the teacher's regular base salary, the sabbatical leave pay shall be reduced accordingly.

Subd. 6. Insurance Benefits: During the sabbatical leave, insurance benefits (pursuant to ARTICLE VIII, Section 3, above) will remain in force as though the teacher were at work.

Subd. 7. Assignment Upon Return: A teacher returning from sabbatical leave will be assigned to the same position held when the sabbatical leave commenced or, if unavailable, to a substantially equivalent position unless the teacher has been previously discharged or placed on unrequested leave.

Subd. 8. Conditions Upon Return: A teacher granted sabbatical leave will be required to return and teach in the District for 3 years. A teacher who does not return to teach for 3 years will be required to pay back the proportionate share of the salary and insurance benefits received during the sabbatical according to the following schedule:

- A. A teacher who fails to return owes 100% of sabbatical leave salary and insurance benefits (36 equal monthly payments).
- B. A teacher who returns for only 1 year owes 2/3 of sabbatical leave salary and insurance benefits (24 equal monthly payments).
- C. A teacher who returns for only 2 years owes 1/3 of sabbatical leave salary and insurance benefits (12 equal monthly payments).
- D. A teacher who returns for 3 or more years owes nothing.

Section 8. Other Extended Leaves of Absence:

Subd. 1. Peace Corps/Exchange Teachers: A leave of absence without pay of up to 2 years will be granted to any tenured teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level that would have been attained had the teacher remained actively involved in the School District. A non-tenured teacher may be granted this leave at the discretion of the School District.

Subd. 2. Military: Military leave will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States. Upon return from such leave, a teacher may be granted up to 4 years of credit on the salary schedule for the military service. The teacher will receive full salary for up to 15 working days during periodic training sessions which require the teacher's absence.

Subd. 3. Public Office: The School District will grant a leave of absence without pay to any teacher in a public office. Upon return from such leave, not to exceed 4 years, a teacher will be placed on the salary schedule at the level that would have been attained had the teacher remained actively employed in the School District.

Subd. 4. Personal Health: A personal health leave of absence without pay may be granted by the School District upon submission of medical evidence of need. The duration of a leave of absence pursuant to this subdivision shall be determined by mutual consent of the School District and the teacher, but shall not exceed 3 years, the second and third years being full school years.

The School District may direct their physician to consult with the teacher's physician during any or all steps of the leave process. The teacher may also be asked to release pertinent medical information to the School District. The refusal of this request may result in denial or discontinuance of the leave. Prior to returning to employment, the teacher shall submit a medical statement from a qualified physician stating that the teacher is able to resume teaching.

Subd. 5. Illness in Immediate Family: A leave of absence with pay may be granted to care for a sick member of the teacher's immediate family, in accordance with M.S. 181.9413 (currently up to 160

hours). Additional leave without pay may be taken until the end of the school year. This leave is subject to approval by the School District in every case.

Subd. 6. Other Leaves of Absence: Other leaves of absence with or without pay may be granted by the School District for good reason. A leave of absence granted under this subdivision is not precedent setting to possible future requests by Association members.

Subd. 7. Extension, Renewal or Termination of Employment: The teacher will notify the Superintendent in writing of the teacher's intent to continue the leave, return or terminate employment by April 1 of each year of the leave unless other conditions are mutually agreed upon when the leave is approved. All such requests, notifications and replies will be in writing.

Subd. 8. Benefits: All benefits to which a teacher is entitled when the leave of absence commences, including unused accumulated sick leave, step placement, and credits toward sabbatical eligibility, will be restored upon that teacher's return.

Subd. 9. Assignment Upon Return: A teacher returning from a leave under this section will be assigned to the position held when said leave commenced, or if unavailable, to a substantially equivalent position unless the teacher has been previously discharged or placed on unrequested leave.

Section 9. Professional Organization Leave:

Subd. 1. Association Leave: 4 days will be granted to the Association's total membership for involvement in professional activities. Requests for these days will be made to the Superintendent no later than 1 week in advance by the President of the Association.

Subd. 2. School Time Board Meeting: When School Board meetings are scheduled during the regular school day, arrangements will be made, if requested, to allow 1 Association member of its designation to be present.

ARTICLE X-PART-TIME TEACHER PROVISIONS

[The following interpretations of provisions apply to teachers who teach less than full-time.]

Section 1. Placement on the Salary Schedule: The teacher will advance 1 step for each year of part-time teaching experience within the School District. A teacher who has been teaching part-time and has advanced to full-time status will be placed on the salary schedule at a point equal to the full-time experience gained. (effective with the 1982-83 fiscal year and succeeding years.) One-half or more years of experience on a cumulative basis is equal to a full year. For example, if a teacher's total years of experience equal 3.7 years, the years would be rounded to 4 years.

Section 2. Salary Calculation: The teacher will receive a fractional part of a comparable full-time salary computed as follows: Teachers in grades E-12, and specialists E-12, shall receive salary in proportion to time employed including the fair proportion of paid preparation time.

Section 3. Insurance Benefits: School District contributions toward insurance premiums for School District group insurance plans shall be as provided pursuant to ARTICLE VIII, Section 2, Subd. 1. above.

Section 4. Leave Benefits: Part-time teachers shall receive leave benefits, subject to eligibility requirements, pursuant to ARTICLE IX. Leave days and accumulative leave days shall be partial days based on the teacher's part-time status.

Section 5. Workshops, In-services, etc.: When building principals require part-time teachers to attend preschool workshops, in-service activities and parent-teacher conferences, payment beyond their regular contract will be at their regular hourly rate. Building principals will notify part-time teachers, in writing, of

days they are required to attend. Teacher work-days at the end of each trimester and snow days should be attended at the teacher's regular contracted time. Exceptions may be granted at the discretion of the Superintendent.

Section 6. Other Assignments: Advisor/advisee or teacher/advisee activities that fall within the part-time teacher's regular hours may be assigned at the discretion of the building principal.

Section 7. Unrequested Leave of Absence (ULA) and Seniority Agreement: See ARTICLE XI, Section 3, Subd. 5. below.

Section 8. Shared Teachers: All fringe benefits, leaves of absence and coordinated responsibilities shall be in writing for shared teachers. These benefits should include, but not be limited to, insurance benefits and premiums, sick leave, seniority, and attendance at workshops, in-services, parent-teacher conferences and staff meetings.

ARTICLE XI-UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: This article implements the provisions of M.S. 122A.40, Subd. 10, which when adopted, shall constitute a plan for ULA because of a reduction or discontinuance of position(s), due to a lack of pupils, financial limitations, merger of classes or consolidation of districts.

Section 2. Definitions: For this article, the terms defined shall have the meanings ascribed to them.

Subd. 1. Qualified: The word "qualified" shall mean a teacher licensed to teach in a subject matter or field taught in the School District. If a teacher being placed on ULA seeks a position for which the teacher has a current license, the School District may impose requirements of prior teaching in the subject matter within the past 10 years as a condition to being assigned to the position sought.

Subd. 2. Seniority: The word "seniority" shall refer to continuing contract qualified teachers, excluding probationary teachers and shall commence with the first day of actual teaching service in the School District.

Section 3. Placement on Seniority List: A teacher's placement on the Seniority List shall be based on the following criteria in the following order:

Subd. 1. Seniority Date: A teacher's seniority date shall be the first day of teaching service in the School District as a Waseca Public School employee. If a teacher's employment has been legally terminated but subsequently reinstated without interruption of regular service, then the teacher's original seniority date shall be reinstated.

Subd. 2. Prior Teaching Experience: Prior teaching experience shall consist of all years of teaching experience at an accredited public or non-public school prior to the seniority date. Beginning July, 1 2011, if a teacher has participated in a fellowship, the fellow year(s) will be applied to their teaching experience, but will not count toward tenure.

Subd. 3. Degree Lane: The degree lane as of 1975-76 or the seniority date shall be used.

Subd. 4. File Folder Number: File folder numbers shall be in order by Minnesota Teaching License File Folder number (lower file folder number signifies higher seniority). This tie-breaker is effective for teachers whose seniority date, pursuant to Subd. 1 above, is after July 1, 2001 and will not affect the seniority of teachers whose seniority date is before July 1, 2001.

Subd. 5. Part-time Teachers: Part-time teachers shall acquire seniority on a prorated basis. (Example: a half-time teacher would need 2 years to attain an amount of seniority equal to a full-time teacher teaching 1 year.)

Subd. 6. Involuntary Reduction: A teacher involuntarily reduced from full-time to part-time shall be considered to be on ULA for that fractional part reduced.

Section 4. Establishment of Seniority List:

Subd. 1. Preparation and Posting: Each year on or before December 1, the School District shall prepare, from its records, a seniority list which shall reflect any addition or termination of teachers caused by retirement, death, resignation or cessation of services. The seniority list shall include name, teaching experience, seniority date, current licensure, and degree lane in which they were hired. The School District shall publish this list via email and may post the seniority list in an official place in each school building of the School District.

Subd. 2. Request for Revision: Any teacher whose name appears on the seniority list and disagrees with the findings of the School District concerning the order of seniority in the seniority list shall have 10 working days from the date of posting to supply written documented proof and request a seniority list revision to the School District.

Subd. 3. Evaluation of Requests for Revisions: Within 10 working days thereafter, the School District shall evaluate all such written requests regarding the seniority list and may make such changes as warranted. When changes are made in the seniority list, all teachers affected by the change and the Association shall be notified in writing before final School District approval. The School District will be responsible for a look-back period of no longer than 1 year from the date of the current seniority list.

Subd. 4. Final Seniority List: A final seniority list shall then be prepared by the School District and be binding on the School District and all teachers. This list will be finalized by the end of January. The seniority list shall govern the application of ULA Agreement until revised.

Subd. 5. Checklist Covering Subd. 1, 2, 3 and 4:

- A. 10 working days for a teacher to review the Seniority List and request a revision.
- B. 10 working days for the School District to evaluate requests and make revisions.
- C. 20 working days to initiate a grievance, if necessary.

Section 5. Unrequested Leave of Absence (ULA):

Subd. 1. Cause and Duration: The School District may place a teacher on ULA for a period not exceeding 5 school years from the time such leave is commenced without pay or fringe benefits due to discontinuance of position, lack of pupils, financial limitations, merger of classes or merger of classes caused by consolidation. Such leave shall become effective no later than the close of the school year or at such earlier time as mutually agreed upon between the teacher and the School District.

Subd. 2. Notification: Teachers placed on such leave shall receive notice of the proposed placement in writing by May 15 of the school year prior to the commencement of such leave with reasons stated. If a teacher claims any ULA provision is being violated, a hearing may be provided.

Subd. 3. Order of Placement: A teacher who has acquired continuing contract rights must not be placed on ULA while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on ULA in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a “Teacher Improvement Plan” as provided in the “Teacher Evaluation and Per Review Process” required in M.S. 122A.40, Subd. 8, or M.S. 122A.41, Subd. 5.

If a teacher is placed on a written “Teacher Improvement Plan” by June 15 for the upcoming school year and does not successfully complete the improvement plan by May 15, they will be placed on an ULA prior to a less senior teacher due to the discontinuance of a position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Subd. 4. Exceptions for Licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional license, as defined by the board of teaching, unless that exercise of seniority results in the placement on ULA of another teacher who also holds a provisional license in the same field.

Subd. 5. Additional Exceptions: Notwithstanding the provisions above, if the placing of any teacher on ULA before another teacher would eliminate an academic program or opportunity for students, the district may retain the teacher, even if the retained teacher is a Tier 1-licensed, Tier 2-licensed, or probationary teacher, or the teacher with less seniority. Before retaining a less senior teacher, any more senior teacher who might be placed on ULA must be offered the opportunity to become certified to maintain the academic program within the proper program time restraints.

Subd. 6. Notice to Teachers: Following school board action on discontinued positions and school board action proposing placement of teachers on ULA, each individual teacher proposed for placement on ULA shall receive notice of the proposed placement that:

- A. states the applicable grounds for the proposed placement;
- B. provides notice to the teacher 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 teacher that failure to request a hearing will be deemed acquiescence to the school board’s proposed placement action.

Subd. 7. Right to a Hearing and Decision: If the teacher requests a hearing, teachers proposed for placement on ULA 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.

Subd. 8. Final Board Action: Final school board action to place a teacher on ULA must take place prior to July 1. Final school board action must not occur before the notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitration decision.

Subd. 9. Affirmative Action: The provisions in this section shall not apply if they will result in any violation of the School District's affirmative action program.

Section 6. Reinstatement:

Subd. 1. Order of Reinstatement: A new teacher shall not be employed by the School District in any field or subject area in which a qualified teacher is on ULA. The order of reinstatement shall be the inverse of the order in which the teachers were placed on ULA.

Subd. 2. Duration of Reinstatement Rights: Reinstatement rights shall automatically cease 5 years from the date ULA commenced and no further rights to reinstatement shall exist unless extended by written mutual consent of the teacher and the School District.

Subd. 3. Assignment Upon Return: A teacher placed on ULA shall be reinstated to the position from which the leave was granted or to a comparable teaching position for which the teacher was licensed when the leave was granted. A teacher shall retain seniority rights and continue to earn years of service on the seniority list while on ULA, but shall not lose or earn experience credit on the salary schedule.

Subd. 4. Teacher's Mailing Address: The name and address of any teacher placed on ULA shall be filed in the School District personnel office by the teacher. Any notice of reinstatement or availability of position shall be mailed to this address. The teacher shall be responsible for providing-the forwarding of mail or changes of address. Failure of a notice to reach the teacher shall not be the responsibility of the School District if the notice has been mailed as provided in this subdivision.

Subd. 5. Notice of Availability of a Position: If a position becomes available for a qualified teacher on ULA, the School District shall give notice to the teacher by certified mail. Failure of the teacher to accept a comparable position in writing within 12 working days of said notice shall constitute a waiver of any further rights to employment or reinstatement in the School District.

Subd. 6. Other Employment: Any teacher placed on ULA may engage in teaching or any other occupation during such period and may be eligible by law for unemployment compensation.

Subd. 7. Termination of Rights: A teacher's seniority, ULA and recall rights shall terminate upon the earliest of the following events:

- A. **failure to notify the School District by February 1** of each year of intent to remain on the unrequested leave list,
- B. **resignation,**
- C. **retirement,**
- D. **discharge or termination of contract,**
- E. **failure to accept a position** by notifying the School District in writing within twelve (12) working days after the date the notice of recall was mailed,
- F. **failure to return at the expiration of the leave of absence.**

Section 7. Effect: This article shall govern all teachers and shall not be construed to limit the rights of any other licensed employee not covered by this Agreement or other contract affecting such licensed employees.

ARTICLE XII-HOURS OF SERVICE

Section 1. Basic Day: The teacher's basic day, inclusive of lunch, shall be 8 hours. Exceptions to the 8-hour day will be made on a case-by-case basis with the mutual agreement of the teacher, the School District, and the Association. Teachers are expected to attend scheduled school and department professional meetings which may extend 1 hour beyond the school contract day. Teachers are officially available to see students and parents within these working hours. All teachers will have a duty free lunch. Teachers may use flex time prior to the start of or after the student day, provided the teacher has obtained prior approval from the building principal and makes up the time.

Section 2. Building Hours: The specific hours at each building level may vary according to the needs of the educational program of the School District and will be designated by the School District after consultation with the building principal.

Section 3. Normal Teaching Assignments: The normal teaching and classroom assignments for teachers shall be as designated by the School District. The School District reserves the right to make changes and adjustments in teaching assignments as the needs of the educational programs change. Changes to Subd. 1, Subd. 2, or Subd. 3 below may be made by each building principal after consultation with, and approval of a majority of, the building level teachers, and with final approval of the School Board.

Subd. 1. Grades Pre-K through 6: Teachers in these grades shall average at least 520 to 550 minutes of individual preparation time per teacher per two-week period during the student day.

Subd. 2. Grades 7-12: Teachers in grades 7-8 shall teach 5 class periods and be assigned 1 supervisory period in a 7 period day. An additional student advisory period with a maximum length of 25 minutes per day may be assigned. (If 14 class periods per year then two (2) supervisory periods, if 13 class periods per year then 1 supervisory period.) Teachers shall have one preparation period per day.

Subd. 3. ALC and the Transition Program: Teachers shall average at least 450 minutes of preparation time per teacher per two-week period exclusive of the first 30 minutes and the last 30 minutes of each contract day.

Section 4. Sixth Teaching Assignments: A teacher in grades 7-12 may be requested to teach an additional class above the normal teaching assignments. No teacher shall teach a sixth assignment, if to do so would cause a reduction in the number of full-time teachers employed by the School District licensed in that subject area. The acceptance of this request will be by mutual agreement between the teacher and the School District. Intermediate School Physical Education teachers shall be eligible for sixth assignment pay.

Subd. 1. Compensation: The teacher shall be compensated for each trimester at the rate of 5% of the salary schedule BA Step 1. Compensation for that sixth teaching assignment will apply only if a teacher is assigned more than 90 students in a 7 period day.

Subd. 2. Payment: Teachers will receive payment for such services during the 3-month period of the sixth assignment as follows:

Fall Trimester – Six payments in September, October, and November

Winter Trimester – Six payments in December, January, and February

Spring Trimester – Six payments in March, April, and May

Section 5. Preparation Time: That part of the student's basic school day when teachers do not have assigned classes or other assignments shall be used for preparation time. During this preparation time, teachers shall be available to students for individual help, for faculty, department, parental or curriculum meetings, or for activities that may be requested by the building principal. Travel between buildings within the School District will not count toward a teacher's preparation time. Preparation time shall be a minimum of 15 minutes in duration.

Section 6. Parent/Teacher Conferences: Parent/teacher conferences are an obligation of all teachers at least twice each school year. After the days have been established by the calendar committee as part of the school calendar and approved by the School Board, specific hours will be determined by each building principal after consultation with all and approval of a majority of the building level teachers.

Section 7. Interactive Television (ITV): Any telecommunicating teaching assignment will be made with the mutual consent of the teacher(s) involved. Telecommuting teaching assignments shall be determined in the same manner as other teaching assignments.

Section 8. Targeted Services: The District may schedule targeted services to begin during a teacher's regularly scheduled contracted time. The teacher will time card the exact start and end time and will be compensated according to Article VII, Section 4, Subd 1. Any targeted services time that is worked during the regularly scheduled contract day will be made up, with the time records being approved by the site principal and turned into the District Office by May 15th.

ARTICLE XIII-LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days:

Subd. 1. Establishment of Teacher Duty Days: Prior to the end of each odd numbered school year, the School District shall establish the number of school days and teacher duty days for the next 2 school years. Teachers shall perform services on those days as determined by the School District, in consultation with the Association, including those legal holidays on which the School District is authorized to conduct school and pursuant to such authority as determined to conduct school.

Subd. 2. National Holidays: Pursuant to M.S. 120A.42, the School District may conduct school on the following holidays: Martin Luther King Day, Presidents Day, Columbus Day, and Veterans Day.

Section 2. Contract Days: Beginning with the 2012-2013 school year, this Agreement shall be based on a 184-day contract with a maximum of 173 teaching days, 9 additional days as outlined below, and 2 conference or compensated days (depending upon site schedule) per approved School Board calendar until negotiated otherwise.

Of the 9 days outlined above, 4 days shall be in-service (staff development), 2 days shall be workshop days and 3 days shall be teacher work days. Prior to school in the fall, 1 in-service day and 2 workshop days shall be held. During the 2 workshop days prior to school, a minimum of 5 of the 16 total hours shall be reserved for teachers to work in their classrooms. The other 3 work days shall occur at the end of each trimester. Teachers new to the School District will also attend additional contracted day(s) of in-service/workshop prior to the above-mentioned teacher in-service/workshop in the fall. This time will be paid by the School District at the staff development rate.

Section 3. School Closings:

Subd. 1. Emergency Closings: If a student day or teacher duty day is lost for an emergency other than inclement weather, the teacher shall perform duties on that day or such day in lieu thereof as the School District shall determine. Exceptions must be approved by the building principal and the Superintendent.

Subd. 2. Inclement Weather:

- A. Pursuant to M.S. 120A.41, the State Legislature established a required number of instructional hours. Due to this statute, time will be made up if the School District is short of the required instructional hours. This super cedes any language listed below.
- B. The days the School District Schools are closed due to inclement weather; teachers may be required to report for duty. If they are not required to report for duty, teachers will make up these days on site before the end of the school year and turn in documentation of this time to the building principal.
- C. When students are released early due to an imminent storm; teachers may leave at their own discretion for safety reasons with make up on their honor.
- D. Teachers must report by 9:30 a.m. on any day on which school starts late.

ARTICLE XIV-TEACHER TRANSFER POLICY

Section 1. Requests for Transfer: The School District recognizes that in making assignments to consider the interests and aspirations of the teachers is desirable. A request for transfer to a different class, building or position shall be made in writing to the building principal. The request shall set forth the reasons for transfer, the school, grade or position sought, and the teacher's academic qualifications. Such requests may be renewed once each year to assure active consideration by the School District. The Association recognizes the School District's inherent managerial right of assignment.

The School District will respond to applications for voluntary transfer to open positions in a timely manner. The School District shall notify the teacher in writing of the decision regarding the transfer request.

Section 2. Vacancy Notification: When a vacancy occurs or is anticipated, the building principal shall post a notice in district for 5 working days. This posting will be shared via email and listed on Frontline. Any new position, including supervisory positions, shall be posted with accompanying job description. It is understood that if an appropriate candidate is identified by the hiring team within the 5 working day period, it is not necessary to post this position outside the district.

ARTICLE XV-GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: The word, "grievance," shall mean a written allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District regarding the interpretation or application of the terms and conditions of employment insofar as such matters are contained in this Agreement. The Association can initiate a grievance only if the grievance affects all members of the Association.

Subd. 2. Days: For the purposes of this article, the word "days" shall refer to teacher duty days. If the grievance is filed on or after May 1, the time limit may be reduced by mutual agreement in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

Section 2. Representation: The grievant may be represented during any step of the procedure by any person or agent designated to act on behalf of the grievant. Provided, that the grievant may in no event be represented by a person acting as an official officer, agent, or other representative of any organization other than the Association or its designee. Provided further, that when the grievant is not represented by the Association, the Association or its designee shall have the right to be present and to state its views at all stages of the grievance procedure.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement and must be in writing, signed by the aggrieved party and the Superintendent.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 3. Withdrawal of Grievance: The grievance may be withdrawn by the teacher or by the Association on behalf of the teacher at any level without prejudice.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District setting forth the facts, the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file the grievance or to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance: The School District and the grievant shall attempt to adjust any grievance which arises during the teacher's employment within the School District in the following manner:

Subd. 1. Level I: The grievant, the appropriate administrator, and an Association representative shall meet informally to attempt to resolve the grievance to their satisfaction.

Subd. 2. Level II: A “Grievance Report Form” shall be filed within 20 days after the date the event giving rise to the grievance occurred. The grievant, the building principal, and an Association representative and/or designee shall meet within 7 days of receipt of the written grievance. The building principal shall issue a decision in writing within 7 days. Level II may be waived by mutual agreement in writing, signed by the aggrieved party and the Superintendent.

Subd. 3. Level III: If the grievance is not resolved in Level II, the decision may be appealed in writing to the Superintendent within 7 days after receipt of the written decision in Level II. The grievant, the Superintendent, and an Association representative and/or designee shall meet within 7 days of receipt of the appeal. The Superintendent shall issue a decision in writing within 7 days. Level III may be waived by mutual agreement in writing, signed by the aggrieved party and the Superintendent.

Subd. 4. Level IV: If the grievance is not resolved in Level III, the decision may be appealed in writing to the School Board within 7 days after receipt of the written decision in Level III. The School Board shall appoint a 2-3 member committee to represent their interests. This committee shall have 7 days after receipt of the appeal to set a time to hear the grievance. The hearing with the School Board committee, the grievant, and an Association representative and/or designee shall be held within 15 days after receipt of the appeal. The School Board committee shall issue a decision in writing within 7 days.

Subd. 5. Level V: If the grievance is not resolved in Level IV, the decision may be submitted to arbitration. The School Board shall be informed of the intent to go to arbitration in writing, signed by the aggrieved party, within 7 days following the decision issued in Level IV.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level III of this procedure provided the School District notifies the parties of its intention to review within 10 days after the decision has been rendered. If the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify the decision.

Section 7. Denial of Grievance: Failure by the School District to issue a decision within the time periods provided in this article shall constitute a denial of the grievance and the grievant may appeal it to the next level.

Section 8. Arbitration Procedures: If the grievant and the School District are unable to resolve the grievance, the grievance may be submitted to arbitration as defined in this article:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the grievant, and filed in the Superintendent's office within 7 days following the decision issued in Level IV above.

Subd. 2. Prior Procedure Required: The arbitrator shall not consider a grievance which has not been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall attempt to agree on the selection of an arbitrator within 10 days after the request to arbitrate. If agreement on an arbitrator is not reached, either party may request a list of arbitrators from the Bureau of Mediation Services (BMS), providing such request is made within 15 days after the request for arbitration. The request shall ask that the panel be submitted within 10 days after the receipt of said request. Within 10 days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator and to request an arbitrator from the B.M.S. within the time periods provided in this article shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- A. Upon appointment of an arbitrator, the grievant shall have 5 days to submit copies of the grievance to the arbitrator and the School District. The grievance submitted shall include the following:
 - 1. the issues involved,
 - 2. statement of the facts,
 - 3. position of the grievant,
 - 4. the written documents relating to Article XV, Section 5 above.
- B. The School District shall submit similar information relating to the grievance to the arbitrator and the Association within 5 days of the appointment of the arbitrator.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing from the beginning.

Subd. 6. Decision: Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties involved subject to the limitations of arbitration decisions as provided in the P.E.L.R.A.

Subd. 7. Expense: Each party shall bear its own expenses in connection with arbitration including expenses related to the party's representatives, witnesses, and other expenses incurred in presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party with the expense borne by the requesting party(s) unless otherwise mutually agreed. The parties shall share equally the fees and expenses of the arbitrator, and other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposing changes in the terms and conditions of employment as defined in this Agreement and contained in this grievance or to the terms and conditions of employment which have not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but not be limited to such areas of discretion or policy as the functions and programs of the School District, the overall budget, the utilization of technology, the organizational structure, and the selection, direction and number of personnel. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

ARTICLE XVI-EARLY CHILDHOOD FAMILY EDUCATION (ECFE)/FAMILY EDUCATION CENTER (FEC) TEACHERS

Section 1. Statutory Consideration and Application of Article: This article shall apply to ECFE and FEC teachers. Pursuant to M.S. 122A.26, an Early Childhood Education/Family Education Center teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. However, M.S. 122A.15 specifically provides that such licensure shall not be construed to bring such ECFE/FEC teacher within the definition of a teacher for purposes of M.S. 122A.40, Subd. 1 or M.S. 122A.41, Subd. 1.

Section 2. Application of Agreement: The parties recognize that the employment of ECFE/FEC teachers is unique and market driven, and according, requires particular consideration in the Agreement because of this

unique employment relationship.

Section 3. Request for Dues Checkoff: Upon receipt of a properly executed authorization card, the School District will deduct, in equal installments from the teacher's paychecks, the dues the teacher has agreed to pay to the teacher Association.

Section 4. Probationary Period: The probationary period of ECFE/FEC teachers shall be 3 consecutive school years of actual teaching experience. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or discipline an ECFE/FEC teacher and such teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/FEC teacher may be suspended or discharged only for just cause, and such teacher shall have access to the grievance procedure. After completion of the probationary period, ECFE/FEC teachers shall accrue seniority dated back to their first day of continuous service.

Section 5. Layoff and Recall: ECFE/FEC teachers shall have seniority only as an ECFE or FEC teacher and shall have a separate seniority list consisting only of ECFE/FEC teachers. ECFE/FEC teachers shall be laid off in reverse order of seniority and recalled within order of seniority with other ECFE/FEC teachers. When reduction or elimination of positions due to lack of enrollment, discontinuance of programs or due to financial reasons is necessary, the School District shall apply the ULA procedures set forth using the ECFE/FEC seniority list.

Section 6. Basic Schedules and Compensation:

Subd. 1. 2021-2022 Rates of Pay: The wages and salaries reflected in APPENDIX C shall be effective for the 2021-2022 fiscal year.

Subd. 2. 2022-2023 Rates of Pay: The wages and salaries reflected in APPENDIX D shall be effective for the 2022-2023 fiscal year.

Subd. 3. Hours of Work: Recognizing the unique and irregular nature of the ECFE/FEC programs, hours of service, duty day, duty week, and duty year shall be assigned by the School Board and modified based on the needs of the program by the Director of Community Education.

Subd 4. Step Advances: After initial placement on the appropriate salary schedule, teachers must teach 360 hours per Agreement year to move a step on the salary schedule. Once a step advancement is achieved the additional accumulated hours will be zeroed out. Step advancement will be made July 1 of each fiscal year. Those teachers that do not meet the 360-hour threshold will accumulate their hours in order to reach the minimum number of hours to move a step on the salary schedule. Once a step advancement is achieved the additional accumulated hours will be zeroed out. ARTICLE VI, Section 4, Subd. 2, 3, 4, and 5 above will establish the criteria for credits, credit approval, effective date of lane change, and payment for lane change.

Subd. 5. Scheduling Assignments: Teaching assignments and work hours will be established and assigned by the Director of Community Education during the times of day and days of the week which meet the needs of ECFE/FEC programs. Tentative assignments for the upcoming year will be made prior to June 15. For the 2021-2022 and 2022-2023 school years, assignments for confirmed classes will be issued by the Director of Community Education when adequate registration is confirmed, or according to the following:

A. 0-2 registrants 1 week prior to the start of class - cancel

B. 3-5 registrants 1 week prior to the start of class - class will be held the first week to allow for additional registrants. If the minimum number of registrants has not been met by the end of week one, those classes will be cancelled and students will be filtered into other classes.

Modifications to assignments may be made for just cause. Teacher seniority shall not have application to cancelled classes.

Subd. 6. Core Assignment:

Beginning July 1, 2017, the core assignment times are designed according to the current class length of 90 minutes for ECFE and 150 minutes for FEC. Teachers will be paid for their core assignment as follows: Actual class time plus 15 minutes before class, 45 minutes of lesson planning and task completion time and 15 minutes after class. If the length of a class changes during this Agreement period, the same percentage change will be applied to the lesson planning and task completion time allowance. Rainbow Connection Preschool and Kinderprep teachers' core assignment will also include 30 minutes per student, per semester for student assessment and 30-minutes per student, per semester to prepare for and conduct conferences.

Beginning in the 2017-2018 school year, the Kinderprep teacher basic work day shall 7 ½ hours inclusive of a 30 minute, unpaid, duty-free lunch. Kinderprep teachers will get 20 minutes before class, 50 minutes of planning/task completion time and 20 minutes after class time. This day is reflective 330 minutes of direct time with students.

Subd. 7. Other Time at Teaching Rate of Pay: Teachers will be paid their teaching rate of pay for other time worked as assigned or as requested in writing and approved by the Director of Community Education.

Subd. 8. Staff Development Rate of Pay: The rate of pay for staff development activities shall be pursuant to ARTICLE VII, Section 6, Subd. 3, above.

Subd. 9. Recording: Each ECFE/FEC teachers will report time worked using a designated timecard. Timecards should be turned into the Community Education Director by the 15th and the 30th of the month.

- A. All hourly teachers will receive their first payroll check on payday following their first payroll period.
- B. Payday shall follow the same timelines as ARTICLE VI, Section 5, above.
- C. Effective July 1, 2018, teachers scheduled for 736 hours or more will be paid on a 12-month contracted basis and will receive their pay over 24 pay periods from September through August.
- D. Effective July 1, 2018, ECFE/FEC teachers scheduled for less than 736 hours will be paid per turned in time card.

Section 7. Sick Leave: Teachers will earn sick leave at the rate of 1 hour for every 15 hours worked, to a maximum of 12 days per year. Sick leave may accumulate to a maximum of 1,000 hours.

Section 8. Other Leave of Absence Eligibility:

- A. To be eligible for leave of absence benefits (funeral and personal) a teacher must work at least 736 hours per year. Accumulated leave benefits cannot be lost by a teacher if they are reduced to less than 736 hours per Agreement year.
- B. Proration will occur for those teachers working less than 1472 hours.
- C. Leave benefits will be based on the anniversary date of employment.

Subd. 1. Bereavement Leave: Bereavement leave will be granted pursuant to ARTICLE IX, Section 2. An ECFE/FEC teacher will be granted leave hours based upon their previous year's FTE, which will be applied as a proration to the bereavement leave benefit. New hires will receive their first year's leave hours based upon anticipated FTE.

Subd. 2. Personal Leave: Teachers shall be eligible for personal leave pursuant to Article IX, Section 3. Leave must be applied for in writing 3 days in advance except in the case of emergencies, and approved by the Director of Community Education. Teachers shall not take personal leave on parent/teacher conference days. An ECFE/FEC teacher will be granted leave hours based upon their previous year's FTE, which will be applied as a proration to the personal leave benefit. New hires will

receive their first year's leave hours based upon anticipated FTE.

Section 9. Group Insurance: Group insurance benefits will be granted pursuant to ARTICLE VIII, Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9, above. The following exceptions will apply:

Subd. 1. Eligible Part-time Teachers: The School District and teacher contributions for part-time teachers will be prorated based on 1,472 hours per year. ECFE/FEC teachers shall be eligible for Article VIII if applicable policy requirements are met.

Section 10. Inclement Weather: The days classes are canceled due to inclement weather, and the class is not rescheduled, ECFE/FEC teachers may be required to report for duty. If they are not required to report for duty, teachers will make up these days on site before the end of the school year. Additional preparation time will not be paid in the event the cancelled class is rescheduled.

Section 11. Applicability of Other Master Agreement Provisions:

Subd. 1. Sections of Master Agreement Applying to ECFE/FEC Teachers: The following sections of the Master Agreement do apply to the ECFE or the FEC Teachers.

- A. ARTICLE I - Purpose
- B. ARTICLE II - Recognition of Exclusive Representative
- C. ARTICLE III - Definitions
- D. ARTICLE IV - School District Rights
- E. ARTICLE V - Teacher Rights: (Sect. 1-5, 7, 8)
- F. ARTICLE VI - Basic Schedules and Rates of Pay: (Sect. 4, 5, Subd. 1)
- G. ARTICLE VII - Extra Compensation: (Sect. 1-3, 6-7)
- H. ARTICLE IX - Leave of Absence: (Sect. 1 subd. 1,3, 5-7) (Sect. 4) (Sect. 5-7, 9)
- I. ARTICLE XIV - Teacher Transfer Policy: (Sect. 2)
- J. ARTICLE XV – Grievance Procedure
- K. ARTICLE XVIII – Duration

Subd. 2. Sections of Master Agreement Not Applying to ECFE/FEC Teachers: The following sections of the Master Agreement do not apply to the ECFE or the FEC Teachers.

- A. ARTICLE V - Teacher Rights: (Sect. 6)
- B. ARTICLE VI - Basic Schedules and Rates of Pay: (Sect. 1-3)
- C. ARTICLE VII - Extra Compensation: (Sect. 4-5)
- D. ARTICLE IX - Leave of Absence: (Sect. 1 subd. 4) (Sect. 2 subd. 2) (Sect. 3 subd. 5) (Sect. 8)
- E. ARTICLE X - Part-time Teacher Provisions
- F. ARTICLE XI - Unrequested Leave of Absence and Seniority Agreement
- G. ARTICLE XII - Hours of Service
- H. ARTICLE XIII - Length of School Year
- I. ARTICLE XIV - Teacher Transfer Policy: (Sect. 1)

ARTICLE XVIII-DURATION

Section 1. Terms of Agreement: This Agreement shall remain in full force and effect for a period commencing on the date of its full ratification through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If a successor Agreement is not entered into prior to the commencement of school in the fall of 2023, a teacher shall be compensated according to the last individual contract executed between the teacher and the School District until such time a successor agreement is executed.

Section 2. Reopening Negotiations: If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent to the other party no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days before the expiration of this Agreement.

Section 3. Effect: This Agreement constitutes the complete Agreement between the School District and the Association. The provisions of this Agreement relating to terms and conditions of employment supersede all prior agreements, resolutions, practices, and School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 4. Finality: Pursuant to M.S. 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 5. Severability: The provisions of this Agreement shall be severable. If any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision or the application of any provision of this Agreement.

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

For the Association

For the School District

Craig Brenden (President)

Julie Anderson (Chairperson)

Jacqueline Karaus (Secretary)

Dave Dunn (Clerk)

Jacob Nelson (Chief Negotiator)

Charlie Priebe (Chief Board Negotiator)

February 8, 2022
(Date)

February 17, 2022
(Date)

APPENDIX A—2021-2022 SALARY SCHEDULE

All credits reflect semester courses

Step	BA	BA+10	BA+20	BA+30	BA+40 MA	MA+10	MA+20	MA+30
1	44,455	44,980	45,500	46,545	48,115	49,160	50,210	51,255
2	44,980	45,500	46,025	47,070	48,640	49,685	50,730	51,775
3	45,500	46,025	46,545	47,595	49,160	50,210	51,255	52,300
4	46,025	46,545	47,070	48,115	49,685	50,730	51,775	52,825
5	46,545	47,070	47,595	49,160	51,255	51,775	52,300	54,915
6	47,070	47,595	48,640	50,210	53,345	53,870	54,390	55,960
7	47,595	48,640	49,685	52,300	55,440	55,960	56,485	57,530
8	48,640	50,210	51,775	53,870	57,530	58,055	58,575	59,620
9	49,685	51,775	53,870	55,960	59,620	60,145	60,670	61,715
10	52,300	53,345	55,440	57,530	61,715	62,235	62,760	64,070
11	52,825	54,390	56,485	58,575	62,500	63,020	63,805	66,945
12	53,345	55,440	57,530	59,620	63,545	65,115	66,945	70,080
CI-15	54,915	56,485	60,145	61,715	64,850	66,160	68,515	74,265
CI-18	55,960	57,530	61,715	63,805	66,945	68,775	70,605	76,360
CI-20	57,005	59,620	63,805	65,900	69,035	71,130	73,220	78,450
	Weekly Salary ---	913				6th Assignment ---	2,223	
	Hourly Salary ---	22.83				Staff Development Incentive ---	119	
	Driver Education ---	28.52				Summer School ---	36.53	

For Historical Purposes:

Beginning with the 2009-2011 Contract, teachers will be paid career increments at the start of Year 18 and Year 24.

Beginning with the 2013-2015 Contract, career increments were adjusted. Teachers will be paid career increments at the start of Year 15, Year 20, and Year 25.

Beginning with the 2018-2019 Contract, career increments were adjusted. Teachers will be paid career increments at the start of Year 15, Year 18, and Year 21.

Beginning with the 2019-2020 Contract, career increments were adjusted once more. Teachers will be paid career increments at the start of Year 15, Year 18, and Year 20.

APPENDIX B—2022-2023 SALARY SCHEDULE

All credits reflect semester courses

Step	BA	BA+10	BA+20	BA+30	BA+40			
					MA	MA+10	MA+20	MA+30
1	44,455	44,980	45,500	46,545	48,115	49,160	50,210	51,255
2	44,980	45,500	46,025	47,070	48,640	49,685	50,730	51,775
3	45,500	46,025	46,545	47,595	49,160	50,210	51,255	52,300
4	46,025	46,545	47,070	48,115	49,685	50,730	51,775	52,825
5	46,545	47,070	47,595	49,160	51,255	51,775	52,300	54,915
6	47,070	47,595	48,640	50,210	53,345	53,870	54,390	55,960
7	47,595	48,640	49,685	52,300	55,440	55,960	56,485	57,530
8	48,640	50,210	51,775	53,870	57,530	58,055	58,575	59,620
9	49,685	51,775	53,870	55,960	59,620	60,145	60,670	61,715
10	52,300	53,345	55,440	57,530	61,715	62,235	62,760	64,070
11	52,825	54,390	56,485	58,575	62,500	63,020	63,805	66,945
12	53,345	55,440	57,530	59,620	63,545	65,115	66,945	70,080
CI-15	54,915	56,485	60,145	61,715	64,850	66,160	68,515	74,265
CI-18	55,960	57,530	61,715	63,805	66,945	68,775	70,605	76,360
CI-20	57,005	59,620	63,805	65,900	69,035	71,130	73,220	78,450
		Weekly Salary ---	913			6th Assignment ---	2,223	
		Hourly Salary ---	22.83		Staff Development Incentive ---	119		
		Driver Education ---	28.52		Summer School ---	36.53		

For Historical Purposes:

Beginning with the 2009-2011 Contract, teachers will be paid career increments at the start of Year 18 and Year 24.

Beginning with the 2013-2015 Contract, career increments were adjusted. Teachers will be paid career increments at the start of Year 15, Year 20, and Year 25.

Beginning with the 2018-2019 Contract, career increments were adjusted. Teachers will be paid career increments at the start of Year 15, Year 18, and Year 21.

Beginning with the 2019-2020 Contract, career increments were adjusted once more. Teachers will be paid career increments at the start of Year 15, Year 18, and Year 20.

APPENDIX C—2021-2022 ECFE/FEC TEACHERS SALARY SCHEDULE

All credits reflect semester courses

Step	BA	BA+10	BA+20	BA+30	BA+40MA	MA+10	MA+20	MA+30
1	29.25	29.65	30.10	30.50	31.00	31.45	31.95	32.40
2	29.80	30.25	30.70	31.15	31.60	32.10	32.60	33.05
3	30.20	30.65	31.15	31.60	32.05	32.55	33.05	33.60
4	30.80	31.30	31.75	32.20	32.70	33.20	33.70	34.25
5	31.40	31.90	32.35	32.85	33.35	33.85	34.40	34.95
6	32.00	32.50	33.00	33.45	34.00	34.55	35.05	35.60
7	33.60	34.10	34.60	35.15	35.65	36.20	36.80	37.35
8	34.20	34.75	35.25	35.75	36.30	36.85	37.45	38.05
9	34.80	35.30	35.85	36.40	36.95	37.55	38.10	38.70
10	35.40	35.95	36.50	37.05	37.60	38.20	38.80	39.40
11	35.75	36.25	36.80	37.40	37.95	38.50	39.15	39.75
12	35.90	36.40	37.00	37.55	38.10	38.70	39.30	39.90
CI15	36.05	36.60	37.15	37.70	38.25	38.85	39.45	40.10
CI18	36.65	37.20	37.80	38.85	38.95	39.60	40.20	40.85
CI20	37.30	37.85	38.45	39.05	39.65	40.25	40.90	41.55

For Historical Purposes:

Beginning with the 2011-2013 Contract, ECFE/FEC/ABE teachers will be paid career increments at the start of Year 18 and Year 24.

Beginning with the 2013-2015 Contract, career increments were adjusted. Teachers will be paid career increments at the start of Year 15, Year 20, and Year 25.

Beginning with the 2019-2020 Contract, career increments were adjusted once more. Teachers will be paid career increments at the start of Year 15, Year 18, and Year 20.

APPENDIX D—2022-2023 ECFE/FEC TEACHERS SALARY SCHEDULE

All credits reflect semester courses

Step	BA	BA+10	BA+20	BA+30	BA+40MA	MA+10	MA+20	MA+30
1	29.25	29.65	30.10	30.50	31.00	31.45	31.95	32.40
2	29.80	30.25	30.70	31.15	31.60	32.10	32.60	33.05
3	30.20	30.65	31.15	31.60	32.05	32.55	33.05	33.60
4	30.80	31.30	31.75	32.20	32.70	33.20	33.70	34.25
5	31.40	31.90	32.35	32.85	33.35	33.85	34.40	34.95
6	32.00	32.50	33.00	33.45	34.00	34.55	35.05	35.60
7	33.60	34.10	34.60	35.15	35.65	36.20	36.80	37.35
8	34.20	34.75	35.25	35.75	36.30	36.85	37.45	38.05
9	34.80	35.30	35.85	36.40	36.95	37.55	38.10	38.70
10	35.40	35.95	36.50	37.05	37.60	38.20	38.80	39.40
11	35.75	36.25	36.80	37.40	37.95	38.50	39.15	39.75
12	35.90	36.40	37.00	37.55	38.10	38.70	39.30	39.90
CI15	36.05	36.60	37.15	37.70	38.25	38.85	39.45	40.10
CI18	36.65	37.20	37.80	38.85	38.95	39.60	40.20	40.85
CI20	37.30	37.85	38.45	39.05	39.65	40.25	40.90	41.55

APPENDIX E –2021-2023 EXTRACURRICULAR SCHEDULE

LEVEL 1		<u>2021-2022</u>		<u>2022-2023</u>
	Football (Boys)			
	Head Coach	5,360	F	5,465
	Varsity Assistant	3,215	F	3,280
	Varsity Assistant	3,215	F	3,250
	B Squad	2,785	F	2,840
	B Squad	2,785	F	2,840
	C Squad	2,470	F	2,520
	C Squad	2,470	F	2,520
	Junior High – 8	1,680	F	1,715
	Junior High – 8	1,680	F	1,715
	Junior High – 7	1,680	F	1,715
	Junior High – 7	1,680	F	1,715
	Basketball (Boys)			
	Head Coach	5,360	W	5,465
	B Squad	2,785	W	2,840
	C Squad	2,470	W	2,520
	Junior High – 8	1,680	W	1,715
	Junior High – 7	1,680	W	1,715
	Basketball (Girls)			
	Head Coach	5,360	W	5,465
	B Squad	2,785	W	2,840
	C Squad	2,470	W	2,520
	Junior High – 8	1,680	W	1,715
	Junior High – 7	1,680	W	1,715
	Wrestling (Boys)			
	Head Coach	5,360	W	5,465
	Varsity Assistant	3,215	W	3,280
	Junior High – 7 & 8 Combined	1,680	W	1,715
	Track & Field (Boys & Girls)			
	Head Coach	5,360	S	5,465
	Varsity Assistant	3,215	S	3,280
	Varsity Assistant	3,215	S	3,280
	Varsity Assistant	3,215	S	3,280
	Junior High – 8	1,680	S	1,715
	Junior High – 7	1,680	S	1,715
	HS Marching Band			
	Director	5,360	F	5,465
	Assistant	3,215	F	3,280
	Assistant – taught as part of class	2,685	F	2,740
	HS Show Choir			
	Director	5,360	FWS	5,465
LEVEL 2				
	Volleyball (Girls)			
	Head Coach	4,720	F	4,815
	B Squad	2,660	F	2,715
	C Squad	2,140	F	2,185
	Junior High – 8	1,665	F	1,700
	Junior High – 7	1,665	F	1,700
	Hockey (Boys)			
	Head Coach	4,720	W	4,815
	Varsity Assistant	2,830	W	2,885
	Hockey (Girls)			
	Head Coach	4,720	W	4,815
	Varsity Assistant	2,830	W	2,885
	Gymnastics (Girls)			
	Head Coach	4,720	W	4,815

LEVEL 2 CONTINUED**2021-2022****2022-2023**

Varsity Assistant	2,830	W	2,885
Baseball (Boys)			
Head Coach	4,720	S	4,815
B Squad	2,660	S	2,715
C Squad	2,140	S	2,185
Junior High – 8	1,665	S	1,700
Junior High – 7	1,665	S	1,700
Softball (Girls)			
Head Coach	4,720	S	4,815
B Squad	2,660	S	2,715
C Squad	2,140	S	2,185
Junior High – 8	1,665	S	1,700
Junior High – 7	1,665	S	1,700
FFA			
Coordinator	4,720	FWS	4,815
DECA			
Coordinator	4,720	FWS	4,815
*Beginning 18-19 if taught as class	2,570	FWS	2,620
BPA			
Coordinator	4,720	FWS	4,815
*Beginning 18-19 if taught as class	2,570	FWS	2,620
Musical			
Director	4,290	F OR S	4,375
Music Director	1,500	F OR S	1,530
Set Builder Small	375	F OR S	385
OR Set Builder Large	805	F OR S	820
Assistant	1,185	F OR S	1,210
Play			
Director	4,290	F OR S	4,375
Set Builder Small	375	F OR S	385
Or Set Builder Large	805	F OR S	820
Assistant	1,185	F OR S	1,210

LEVEL 3

Cross Country (Boys & Girls)			
Head Coach	3,640	F	3,715
Varsity Assistant	2,470	F	2,520
Tennis (Girls)			
Head Coach	3,640	F	3,715
Varsity Assistant	2,470	F	2,520
Junior High – 7 & 8 Combined	1,475	F	1,505
Soccer (Boys)			
Head Coach	3,640	F	3,715
Varsity Assistant	2,470	F	2,520
Soccer (Girls)			
Head Coach	3,640	F	3,715
Varsity Assistant	2,470	F	2,520
Golf (Boys & Girls)			
Head Coach	3,750	S	3,825
Varsity Assistant	2,470	S	2,520
Junior High – 7 & 8 Combined	1,475	S	1,505
Tennis (Boys)			
Head Coach	3,640	S	3,715
Varsity Assistant	2,470	S	2,520
Junior High – 7 & 8 Combined	1,475	S	1,505
Strength and Conditioning Advisor			
Fall	2,470	F	2,520
Winter	2,470	W	2,520

LEVEL 3 CONTINUED		<u>2021-2022</u>		<u>2022-2023</u>
	Spring	2,470	S	2,520
Speech	Head Coach	3,215	W	3,280
	Junior High – 7 & 8 Combined	1,020	W	1,040
Yearbook	Senior High	3,640	FWS	3,715
	Senior High if taught as class	2,570	FWS	2,620
	Junior High	910	S	930
	Intermediate	910	WS	930
School Store		2,470	FWS	2,520
LEVEL 4				
Contest Play	Director	2,140	W	2,185
High School Jazz Band	Jazz 1 Director	2,140	WS	2,185
Indoor Concession Stand Coordinator		2,140	FW	2,185
LEVEL 5				
Student Council	Senior High Advisor	1,715	FWS	1,750
	Junior High Advisor	1,070	FWS	1,090
	Intermediate Advisor	1,070	FWS	1,090
Foreign Language Clubs	Spanish Club Advisor	1,715	FWS	1,750
Visual Art Team	Visual Art Team Advisor	1,715	FWS	1,750
Band	Colorguard Advisor	1,715	F	1,750
	HS Ballgame/Pepband	1,715	W	1,750
Math Masters	Advisor	1,070	WS	1,090
Math Team	Advisor	1,715	WS	1,750
LEVEL 6				
Science Olympiad	Head Coach	1,285	FW	1,310
	Head Coach	1,285	FW	1,310
	Assistant	645	FW	660
Robotics Team	Advisor	1,285	FW	1,310
Law Team	Advisor	1,285	W	1,310
Jazz Band	Senior High Jazz 2 Director	1,285	WS	1,310
	Junior High Jazz Director	1,450	WS	1,480
	Senior High Jazz 3 Director	455	WS	465
Cheerleading	Football Advisor	1,285	F	1,310
	Basketball Advisor	1,285	W	1,310
	Wrestling Advisor	1,285	W	1,310
JH Vocal Ensemble	Director	1,285	FWS	1,310
LEVEL 7				
Intermediate Science Fair	Advisor	910	S	930
LEVEL 8				
HS Prom/Jr Class Advisor				

Advisor	645	S	660
Advisor	645	S	660
Class Advisor			
Senior Class Head	645	FWS	660
MN Honor Society Advisor	645	FWS	660

Beginning July 1, 2014, the Activity Coordinator will have appropriate discretion regarding the positions relating to the Extracurricular Schedule according to the guidelines set forth by School Board Policy and Procedure.

APPENDIX F –LETTER OF AGREEMENT: PILOT MASTER’S PROGRAM

The Waseca Education Association and the School District agree to the following provisions for the participation and completion of a Competency Master’s degree from the Western Governors University.

1. One WEA member will participate in this program.
2. Any competency based units awarded for testing out of specific classes would not apply to a lane change.
3. Any competency units earned for completing specific courses would apply to lane changes provided by the master agreement.
4. Once a Master’s degree has been earned, the district would grant the appropriate lane changes as stipulated by the Master Agreement.
5. The participation in this program is not precedent setting. Competency units will not be accepted as credits for anyone not participating in this pilot program.
6. At the completion of this pilot, the quality and effectiveness of the program will be evaluated. If the rigor of the program is deemed commensurate with other advanced degrees, additional members could participate in similar programs in the future.

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

For Waseca Education Association

For Independent School District No. 829

Signed
Donna Hodgkins (Co-President)

Signed
Chairperson, Waseca Public Schools

Signed
Josh Abraham (Secretary)

Signed
Clerk, Waseca Public Schools

Signed
Jacob Nelson (Co-President/Chief Negotiator)

Signed
Todd Zimmerman (Chief Board Negotiator)

January 17, 2014
(Date)

January 23, 2014
(Date)

APPENDIX G – LETTER OF AGREEMENT: LICENSING

WHEREAS, Independent School District No. 829, Waseca, Minnesota (School District) and the Waseca Education Association (Union) are parties to a collective bargaining agreement covering the terms and conditions of employment for teachers from July 1, 2019 through June 30, 2021;

WHEREAS, it is the mutual desire of both the School District and the Union to continue this agreement from July 1, 2021 through June 30, 2023;

WHEREAS, the School District has long attempted to find properly licensed (Tier 3 or Tier 4) personnel in areas of Special Education, Chemistry, etc. but has been unsuccessful in doing so;

WHEREAS, it is the mutual desire of both the School District and the Union to have properly licensed teachers in all areas of instruction;

WHEREAS, the School District and the Union are mutually interested in accomplishing this goal

THEREFORE, the School District and the Union hereby understand and agree to the following:

1. When the District has posted a position requiring a “difficult to find” license (i.e. EBD, Chemistry, etc.) and no candidates can be found after a reasonable amount of time (one month or more), the District may ask an existing teacher in a comparable position (i.e. a Tier 1 or 2 SpEd teacher or a Life Science teacher with a Chemistry minor) if they are interested in obtaining the desired license.
2. If the teacher is interested in obtaining the desired license, the District would be able to enter into an individual agreement where the District would pay a portion or all of the tuition required to obtain the appropriate license.
3. The District would require a specified time of employment after obtaining the license (e.g. 5 years). If the teacher were to separate from the District prior to the specified time of employment, they would be responsible to repay the tuition on a prorated basis (e.g. if the district paid \$5000 in tuition with the specified subsequent time of employment being 5 years and the teacher left after year 3 of holding the license, the teacher would repay \$2000).
4. No one will be compelled to obtain a desired license. Teachers will not be penalized for declining an offer to participate in this opportunity.
5. This option will only be offered to willing staff in a “hard to find” license areas and will be solely at the District’s discretion.
6. If the teacher declines the assignment after the District has paid the for license, the teacher shall reimburse the District an amount equal to 20% of the total certification amount per year for each of the remaining 5 years.
7. In order to qualify for reimbursement, all credits must receive at least a B. If the tuition for a class and/or semester needs to be paid up front, and the teacher gets less than a B, subsequent tuition commensurate to the amount paid for a class grade(s) of less than a B will be withheld.
8. If the teacher begins a licensure program and fails to finish the program, all tuition paid for by the district must be reimbursed.
9. Teachers are eligible for lane changes under the collectively bargained agreement (CBA) for graduate credits earned under this Letter of Agreement.
10. Any disputes regarding this agreement will be handled through the grievance process provided for in the CBA.

This Memorandum of Understanding is agreed to and effective on this ____ day of _____, 2019.

For the Union: _____ Signed _____

This Memorandum of Understanding is originally agreed to and effective on this 20th day of June, 2019.

For the District: Signed, Julie Anderson, School Board Chairperson