

Special Meeting

Monday, June 6, 2022 6:00 PM
ZOOM

1. **CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE** **Presenter:** Chair Geller
2. **ACTION ITEMS**

2.A. 21-23 Collective Bargaining Agreement with
Waconia Education Association

Waconia Education Association

Summary of 2021-2023 Tentative Agreement

The Waconia Education Association has ratified a tentative collective bargaining agreement for a two-year term effective July 1, 2021 through June 30, 2023.

Economic highlights of the tentative agreement include step and lane advancement in both years of the agreement. The salary schedule will be increased by 2% in year one and by 2.25% in year two of the agreement. The lifetime maximum for matching contributions towards the district's 403(b) plan will increase to \$50,000 in 2021-2022 and to \$55,000 in 2022-2023. The sick leave reimbursement provision was modified to provide an eligible teacher with a deposit to a Minnesota State Retirement System Health Care Savings Plan at the time of retirement, in exchange for the removal of the language providing for an annual reimbursement.

Language highlights include the addition of a domestic partner living in the home to the list of family members for the purpose of sick leave and bereavement leave. Teachers will have the option of carrying over up to three days of personal leave to the subsequent school year, which is an increase of one day from the current language. DECA was added to the extracurricular activities list.

The negotiation teams dedicated themselves to working collaboratively to reach compromises that both provided an acceptable result and respected the School District's current financial situation. Waconia's amazing faculty deserve to be commended for their commitment to ISD 110.

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 110

WACONIA, MINNESOTA

AND

WACONIA EDUCATION ASSOCIATION

**Effective Dates: July 1, ~~2019~~ 2021 through June 30,
~~2021~~ 2023**

Ratified by the WEA _____. Approved by the ISD 110 School Board _____.

**DISTRICT 110 AND WEA
MASTER AGREEMENT**

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Exclusive Representative” or “Association”) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes the Waconia Education Association as the exclusive representative of teachers employed by Independent School District No. 110, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A., and as described in the provisions of the Agreement.

Section 2. Representation: The exclusive representative shall represent all the teachers of the school district as defined in this Agreement and in P.E.L.R.A.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees. In the case of professional employees the terms does not mean educational policies of a school district. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employees and the scope of negotiations.

Section 2. Teacher: “Teacher” shall mean any person as defined by current Minnesota statutes.

Section 3. School Board or School District: For purposes of administration of this agreement, the word/term District/School shall mean the School Board or its designees.

Section 4. Communications Representative: The President of the Waconia Education Association will be the communications representative on behalf of the exclusive representative.

Subd. 1. Terms and Conditions of Employment Representatives: The teachers shall be represented by the WEA President and the WEA Negotiations Team in all matters involving terms and conditions of employment related to this Agreement.

Section 5. Term: Term is defined as a division in a school year during which instruction is regularly given to students (i.e. Trimester, Semester or Year).

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and these and other managerial rights, unless expressly delegated in this Agreement, are reserved to the School District.

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

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform the teaching and teaching-related services prescribed by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Minnesota Department of Education and rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V

TEACHER RIGHTS

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

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

Section 3. Personnel Files: Pursuant to Minn. Stat. § 122A.40, subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her request. A teacher will be notified in writing of all evaluative material added to his/her file. The teacher shall

have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written response to any material contained therein. However, the school district may destroy such files as provided by law.

Section 4. Assignment Changes: A written notification by a building administrator of a change in grade level or subject taught should be submitted to the affected teacher by May 15. Extenuating circumstances such as a late resignation, new staff acquisition or budget considerations may necessitate this timeline not being adhered to.

Section 5. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that 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 P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. When a bargaining unit member has so authorized a dues deduction, such authorization shall only be canceled by the School District upon written notice of termination of the authorization in writing from the Association.

The Association hereby warrants and covenants that it will defend, indemnify, and hold the School District harmless from any and all actions, suits, claims, damages, judgments, and executions, or other forms of liability, which any person may have or claim to have, now or in the future, arising out of or by reason of the deductions of the request for dues check-off.

Section 6. Other Rights: Nothing contained herein shall be construed to deny or restrict any teacher of any rights under the Minnesota School Laws or other applicable laws and regulations.

ARTICLE VI

ASSOCIATION RIGHTS

Section 1. Association Representative: Representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations. Any non-employee representative of the Association will contact the building administrator upon entering the building.

Section 2. School Building and Facilities: The Association shall have the same rights to such usage of school equipment, buildings and facilities as is permitted by Board policy relating to any other private organization, and subject to the right of the School District to assess charges for such usage consistent with the policies relating to private organizations. This shall not apply during any period in which a strike of teachers is occurring.

Section 3. Bulletin Boards: The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students.

Section 4. School Mail: The Association shall have the right to reasonable use of the School District mail service, teacher mail boxes, e-mail, and regular communication sheets to communicate with teachers in quantities which do not interfere with the regular school mail operation.

Section 5. Information: The parties agree that the Association shall have access, upon reasonable notice, to such information as required by law necessary for the Association to exercise its responsibilities as Exclusive Representative. Copies of School Board agendas for meetings not permitted by law to be private shall be furnished the Exclusive Representative in advance of such meetings, and copies of approved School Board open meeting minutes will be furnished to the representative.

Section 6. Association Leave: The Exclusive Representative shall be entitled to five days paid leave as of the beginning of each school year, noncumulative, for the purpose of attending meetings or other functions of the Exclusive Representative. The Exclusive Representative shall be entitled to three additional days, noncumulative leave for the same purposes, provided the Exclusive Representative reimburses the school district for required substitute teacher expenses. In addition to the eight identified association leave days, the Exclusive Representative shall be entitled to five days, noncumulative, leave for the same purposes, provided the Exclusive Representative reimburse the school district in the amount of 1/184 of the absent teacher's annual salary on or before the date such leave is taken. The President of the Association shall designate individuals to attend such meetings or functions and must give the Superintendent at least three days written notice prior to the utilization of such leave. The days specified in this Section may be taken outside of the school year (i.e., during winter, spring and summer breaks) with mutual agreement between the Exclusive Representative and Superintendent that such time would be mutually beneficial for both parties. Leave under this Section shall be limited to a maximum of five teachers per day.

During each school year, the school district shall grant a waiver of non-curricular, non-professional training assignments (e.g., bus duty, hallway duty, lunch duty, school committees) for the reigning WEA President. On non-student contact days, the school district shall grant such WEA President a waiver of his/her attendance at non-curricular, non-professional training events.

If the Exclusive Representative and the school district jointly agree to enter contract mediation (i.e., negotiation of the terms and conditions of a labor contract), then the leave provided under this Section shall be increased in the amount necessary to allow attendance at such contract mediation by all members of the negotiations' team. Teachers filing a grievance, or on whose behalf a grievance has been filed, shall not be entitled to leave with pay under this provision for time absent to attend any meeting, hearing or other activity connected with such grievance.

ARTICLE VII

WORKING CONDITIONS

Section 1. Basic Day: The full-time teacher's basic day, exclusive of lunch, shall be seven and one-half hours. The basic work day or work week may be changed, providing the number of hours per week shall not be increased, to allow greater flexibility in scheduling at the building level.

Buildings will use non-instructional time for professional development, professional learning communities, review of student data, teacher preparation and planning time, or other needs as determined at the building level. Teachers shall be afforded a minimum of 30 days' notice for any work day that exceeds 8 hours (exclusive of 30 minute duty free lunch).

In addition to the basic school day, teachers may be required to reasonably participate in school activities beyond the teachers' basic day to attend to other professional teaching responsibilities requiring their attention. Faculty meetings will be scheduled – days and times (may begin 30 minutes prior to the start of the teacher day) – by building leadership teams. The tentative schedule will be established by September 15 for the first trimester and December 15 for the second trimester and March 15 for the third trimester. Teachers are to remain for a sufficient period after the close of the pupil school day to attend to those matters which properly require attention at that time.

Section 2. Part-Time Teachers: Part-time teachers are teachers whose daily teaching assignment is less than full-time (1.0 FTE). Part-time teachers will receive the equivalent rate of pay, leaves of absence, preparation time and supervision assignment (i.e., lunchroom supervision) time as it relates to the teaching assignment (i.e., .5 teacher would receive .5 of mentioned conditions).

Extra time (beyond the employee's contracted FTE) related to required open house attendance, district wide work days, district wide in-service days, and building wide parent/teacher conferences will be compensated on an hourly rate as per their step and lane placement if it extends beyond their equivalent FTE. Administrative pre-approval is required and part-time teachers are responsible for requesting this extra pay within 30 days of providing the service.

Section 3. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board. Opportunity shall be afforded the Association to meet and confer with the Board prior to any change in the specific hours at an individual building. Teachers shall be informed of any change in building hours at least two weeks prior to the change.

Section 4. Duty Free Lunch: Teachers shall have a duty free lunch period of not less than 30 minutes except in cases of emergency as determined by the School District. If the day is shortened, the duty free lunch time may be shortened.

Section 5. Preparation Time: The School District will provide each teacher a duty free preparation time during the student day. It is recognized that intermittent schedule changes for special events, assemblies, field trips, etc. may interfere with a teacher's preparation time during a given day. Preparation time should be approximately 50 minutes per day. Where possible, it is preferred that these minutes be consecutive.

Section 6. Parent-Teacher Conferences and Open Houses: Scheduled school-wide parent-teacher conferences occurring beyond the teacher school day shall be compensated by an exchange of teacher work time. Open Houses held during the workshop week will be compensated by an equal exchange of teacher work time during that week.

Teachers who are absent from a scheduled school-wide parent-teacher conference or open house due to illness may use sick leave hours to receive compensation for the time absent or they may

work with their building principal/director to arrange an alternative parent-teacher conference/open house schedule.

Section 7. Children of Teachers: Teachers may enroll their children in the building in which they teach regardless of residence.

ARTICLE VIII

TITLE I

Section 1. Lead Teacher Position: The Title I Lead Teacher will receive a prorated rate of pay, leaves of absence, preparation time and supervision assignment (i.e., lunchroom supervision) time as it relates to the teaching assignment (i.e., .3 lead teacher would receive .3 of mentioned conditions) of all non-Title I teachers addressed in this agreement.

Section 2. Teacher Rate of Pay: The hourly rate of pay for Title I teachers will be as follows:

	<u>1-2 Yrs.</u>	<u>3-5 Yrs.</u>	<u>6+ Yrs.</u>
2019/2020 <u>2021/2022</u>	\$23.00	\$25.00	\$27.50
2020/2021 <u>2022/2023</u>	\$23.00	\$25.00	\$27.50

Section 3. Unrequested Leave of Absence:

Subd. 1. There will be two separate seniority lists for Title I teachers. One list will include only the Title I Lead Teacher. The second list will include all Title I teachers including the lead teacher.

Subd. 2. All other provisions of the negotiated agreement unrequested leave provisions apply to Title I teachers including timelines, procedure for layoff and procedure for reinstatement.

Section 4. Insurance Provisions: Title I teachers will have the option to participate in the insurance programs at their own expense if permitted by the insurance carrier. Title I teachers scheduled an average of 22.5 hours per week (at least 720 hours per school year) shall be eligible for a District contribution towards such insurance as provided to ECFE teachers in Article XVIII, Section 8 of this Agreement.

Section 5. Leave of Absence:

Subd. 1. Federal Family and Medical Leave Act: All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this Act are applicable to all employees covered by this agreement effective upon ratification date of the agreement.

Subd. 2. Sick Leave: Fifteen days of sick leave will be granted to Title I teachers each full year of employment. Unused sick leave may be accumulated to 20 working days. Part time teachers will be prorated based on the percentage of full time each teacher works.

Sick leave may be granted for reasons of personal illness or family illness. Repeated or systematic use of sick leave may require a certificate from a physician at the request of the School District.

Subd. 3. Personal Leave: One personal day per year will be granted to each Title I teacher and must be used in the school year in which it is earned. The written request should be submitted to the building principal one week in advance of the requested date. Approval of the date of leave will be at the discretion of the School District.

Additional personal leave may be granted as approved by the School District and will be deducted from sick leave.

Section 6. Retirement Contributions: Title I teachers shall be members of the Minnesota Teacher Retirement Association Pension Plan.

Section 7. Benefits: Title I teachers shall not be eligible for the school district severance pay benefits or wellness bonus.

Section 8. Leaves: Leaves for illness, emergencies and other extenuating circumstances may be granted for up to one year.

Section 9. Federal Funds: The parties recognize that the Title I program is a federally funded supplemental program which is offered by the Board of Education at no cost to the school district. Further, the parties recognize that the Board has the right to continue, modify or discontinue the program based on the educational needs of the School District and the availability of federal funds.

ARTICLE IX

BASIC COMPENSATION

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A and B, attached hereto, shall be a part of this Agreement for the ~~2019-2020~~ 2021-2022 school year and of the ~~2020-2021~~ 2022-2023 school year. Teachers shall advance on the salary schedule one step for each year of full-time employment (reference Art. IX, Section 5, Subd. 2), subject to the right of the School District to withhold increment or lane change salary increases in individual cases for just cause; provided, however, written notice of such salary increase denial is given to the teacher prior to April 1, and prior to April 1 the teacher has been notified, in writing, of possible unsatisfactory service and has had the opportunity to have consulted and worked with his/her immediate supervisor in raising the level of job performance. An action withholding an increment or lane change salary increase shall be subject to the grievance procedure.

Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year's credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning ~~April 1, 2020,~~ in 2022-2023, the annual salary including the career increment equates to a ~~4.0%~~ 4.25% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.

Section 3. Status of Salary Schedule: In the event a successor contract is not executed prior to commencement of the ~~2021-2022~~ 2023-2024 school year, teachers shall be compensated in

accordance with the last individual contract executed between the teacher and School District until such time that a successor agreement is executed.

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

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the superintendent.

Subd. 2. College Credits: Credits to be considered for application on any lane of the salary schedule must be (1) applicable toward an advanced degree or fifth year program and (2) in the field of the teaching assignment, unless otherwise approved by the superintendent. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree. Credits beyond the M.A. level need not be part of an advanced degree program. No more than six video credits obtained from an accredited university may apply towards a lane change.

Subd. 2A. Credit Values: Reference to credits in this Article shall mean quarter credits or their equivalent. One semester credit is equal to one and one-half quarter credits.

Subd. 3. Professional-Development Credit: Teachers satisfactorily completing approved professional-development training programs will receive credits for such activities as follows:

- a. A teacher may apply a maximum of six professional-development credit hours in each 15 credit educational lane change.
- b. Teachers enrolling in professional-development programs shall be required to provide proof of completion.
- c. For the purpose of educational increment credit, clock hours for all professional-development activities shall convert, using the guidelines as follows:

6 or less clock hours = 1/2 quarter credit hour
7 – 13 clock hours = 1 quarter credit hour
14 – 20 clock hours = 2 quarter credit hours
21 – 27 clock hours = 3 quarter credit hours
28 – 34 clock hours = 4 quarter credit hours

Subd. 4. Prior Approval: All college or professional development training credits in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course or professional development activity.

Subd. 5. Effective Date: The training level of the teacher as of August 31 will be the basis of pay for that school year except eligible credits submitted by December 15 and March 31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to a change in the training level of a teacher shall be made to the responsible administrator by the submission of an official transcript prior to the

above mentioned dates. If a transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript. Employees may change lanes on the following dates: August 31, December 15, or March 31.

Subd. 6. Advanced Degree Program: A teacher shall be paid on the master's degree or higher degree lane only if the degree program is germane to the teaching assignment and the degree program is approved in writing by the superintendent in advance.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 8. Prior Experience: A teacher new to the District may be placed on a step and lane of the salary schedule up to full credit for prior teaching experience in another school district(s) accredited by a recognized accrediting agency.

- a. Teachers may also be granted credit for related full-time work experience in the area of their teaching assignment. Related work includes such experience as a computer teacher working in the area of computers and vocational instructors working in their area of vocational certification.
- b. Experience credit may be granted for teaching experiences in foreign countries and teacher exchange programs prior to employment with the school district.

Section 5. Step Advancement:

Subd. 1. Leave Experience: Teachers obtaining contracted employment while on unrequested leave or on leave to teach in a foreign country or teacher exchange program will accrue experience credit upon completion of equivalent teaching time.

Subd. 2. Experience Credit: To receive a year of credit for experience, a full-time teacher must be employed at least 100 days during a school year under contract in the School District. Part-time teachers covered by this Agreement must be assigned at least half-time (0.5 FTE or more) during the year in order to receive credit for a year's experience. Part-time teachers assigned to less than half-time (0.499 FTE or less) shall advance on the salary schedule when they have obtained the equivalent of one year of teaching. Salary increases will be processed as of the next salary lane change date (August 31, December 15, March 31).

Part-time teachers in the School District who subsequently become full time teachers who before they have qualified for a full year of experience under the terms of the first paragraph of this subdivision are subject to the following provisions: Such teachers will receive one year's experience credit if their part time experience totals at least .5 or half time. If their part time experience totals less than .5 or half time at the time they become a full time teacher, they do not receive one year of experience credit for their part time work.

A full-time teacher who has been appointed to a position by the school district in lieu of their regular duties shall be compensated at the regular rate of pay and advance on the salary schedule.

Section 6. Absence Without Leave: In case of absence without leave, the teacher shall repay the School District the full amount of 1/184 of the annual salary for each day's absence. In the case of absence without leave for less than a full school day, the repayment may be prorated as determined by the superintendent. Repayment must be made prior to the first payday following discovery of the unauthorized absence or the appropriate amount will be deducted from such salary, check. Nothing herein shall be construed to waive or limit from the school district's right to pursue its remedies against such teacher under Minn. Stat. § 122A.40.

Section 7. Substitute Teachers: Substitute teachers shall be compensated pursuant to school district policy.

Section 8. Pay Periods: Salary payments shall be issued using direct deposit on the 15th and last day of each month. If either pay day falls on a weekend or a holiday, the salary payment will be deposited on the preceding business day.

ARTICLE X

EXTRA COMPENSATION

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract.

Section 2. Extra-Curricular Compensation: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the ~~2019-2020~~ 2021-2022 school year, and the wages and salaries reflected in Schedule D, attached hereto, shall be part of this Agreement for the ~~2020-2021~~ 2022-2023 school year.

Subd. 1. Extra-curricular positions shall be offered to qualified, as determined by the school district, licensed staff members if the position becomes vacant.

Subd. 2. Positions held by a person outside of the school district teaching staff shall be compensated at a rate determined by the school board not to exceed the rates reflected in Schedules C and D for the position.

Section 3. Additional Employment Compensation:

Subd. 1. Summer school shall be compensated at an hourly rate of \$30.00 per hour for the ~~2019-2020~~ 2021-2022 and ~~2020-2021~~ 2022-2023 school years.

Subd. 2. Curriculum writing shall be compensated at a rate of \$30.00 per hour for the ~~2019-2020~~ 2021-2022 and ~~2020-2021~~ 2022-2023 school years.

Subd. 3. Teachers who perform an extension of their regular duties, as directed by the superintendent, over and above the basic number of duty days, shall be compensated at their regular rate of pay under schedules A and B on a pro-rata basis for extra services.

Subd. 4. Homebound teaching will be compensated at a rate of \$30.00 per hour for the ~~2019-2020~~ 2021-2022 and ~~2020-2021~~ 2022-2023 school years. Mileage and prep time compensation are additional.

Subd. 5. Targeted services will be compensated at a rate of \$30.00 per hour for the ~~2019-2020~~ 2021-2022 and ~~2020-2021~~ 2022-2023 school years.

Subd. 6. The rates of pay in Section 3 become effective the day the ~~2019-2021~~ 2021-2023 contract has been accepted by the Association and the Board and remain in effect until the next contract is signed.

Section 4. Creation of Extra-Curricular Positions: The school board reserves the basic right to create new extra-curricular positions and establish the compensation for such positions through the meet and confer process unless negotiations are open.

Section 5. Substitute Compensation: Members of the bargaining unit who substitute for another teacher during their preparation time shall be paid at the rate of \$40.00 per period (not to exceed 60 minutes) or \$45.00 per period (not to exceed 70 minutes) for the term of this Agreement. A 30 minute period will be compensated at \$20.00 for the term of this Agreement. A teacher will receive a \$50.00 incentive payment for every five (5) times that he/she substitutes for another teacher during their preparation time for a 60 or 70 minute class period. A teacher will receive a \$25 incentive payment for every five (5) times that he/she substitutes for another teacher for a 30 minute class period. Substitute assignments for fewer than 30 minutes do not qualify for incentive pay.

Incentive payments will be paid on December 31 (substitute services provided through November 30) and July 15 (substitute services provided from December 1 through the last day of the school year).

Members of the bargaining unit who teach (including all lesson planning, grading, etc.) an additional class (minimum of a 60 minute duration) during their preparation time for sixteen consecutive days or more for the same absent teacher will be paid a prorated amount of the overload rate found in Article X, section 8, subd. 2. Teachers receiving compensation pursuant to this paragraph are not eligible to receive incentive pay in addition to the prorated overload rate.

Section 6. Extra Duties Compensation:

Subd. 1. The School District will determine extra duties requiring chaperones and supervisors. The School District will determine the number of chaperones and supervisors required for duties and will determine the chaperone/supervisor assignment schedule.

Subd. 2. The School District will determine the minimum number of chaperones

/supervisors required to complete the duties in a given school year. Each year, teachers will have the first opportunity to sign for chaperone/supervisor duties with no maximum number determined.

Teachers signing for these duties have the responsibility to meet the School District’s assignment schedule needs and, if necessary, can be assigned a duty.

If the minimum number of chaperones/supervisors required to complete the duties in a given year is not met by teachers signing, the School District will provide other School District employees the opportunity to sign for the duties until the minimum number is reached.

Subd. 3. Chaperones and supervisors shall be compensated at \$16.00 per hour per person for up to four hours. For every 35 hours of accumulated service a chaperone or supervisor will receive a \$50.00 stipend. The service hours for the stipend must be documented and approved by an administrator.

Subd. 4. Any event exceeding four hours will be contracted by the administrator or designee with the teacher or volunteer. All chaperoning and supervising of varsity football games will be paid a minimum of four hours service.

Subd. 5. Each year, teachers signing for chaperone and supervisor duties will be required to attend a maximum of a two hour training session for no pay to assist them in performing their duties.

Subd. 6. Teachers who are required to supervise the lunchrooms will receive one adult lunch on the days they are required to supervise the lunchroom in their assigned building.

Section 7. Compensation for Travel Between Buildings: The school district will pay the established district mileage (established annually by the school board) reimbursement for travel between school buildings if the teacher assignment involves travel between buildings to complete classroom duties in the same day. Payment will be made at the end of each term and shall be requested by the teacher and approved by the building administrator. One-way mileage will be as follows:

	Southview	Bayview	Laketown	WMS	WHS/WLC	ESC/WEC
Southview		0.5 miles	1.7 miles	1.5 miles	1.75 miles	1.0 mile
Bayview	0.5 miles		1.8 miles	1.5 miles	2.1 miles	1.4 miles
Laketown	1.7 miles	1.8 miles		2.7 miles	3.2 miles	2.1 miles
WMS	1.5 miles	1.5 miles	2.7 miles		0.6 miles	1.0 mile
WHS/WLC	1.75 miles	2.1 miles	3.2 miles	0.6 miles		1.6 miles
ESC/WEC	1.0 mile	1.4 miles	2.1 miles	1.0 miles	1.6 miles	

Section 8. Overload Assignment: Teachers who are currently assigned to classroom instruction may volunteer to teach an overload assignment under the following arrangements: An overload assignment is the assignment of an additional course to a volunteering teacher in lieu of a supervision assignment and/or preparation time. Teachers will receive additional pay for an overload assignment. The school district will determine the use of either the supervision assignment or preparation time. The overload assignment may be a trimester, semester or quarter in length. A maximum class size of 27 students will be allowed in an overload assignment.

Subd. 1. The school district will determine the need to offer an overload assignment. The building administrator will meet with the department to problem solve the overload assignment and discuss possible teachers interested in volunteering for an overload assignment.

An overload assignment will be based on the following criteria:

- Appropriate licensure
- Experience and expertise with the course content
- Least recently assigned
- Most senior

Subd. 2. Rate of Pay: Overload assignments will be paid at a yearly rate of \$7,815 for a 40-45 minute class period and \$15,630 for a 70 to 90 minute class period. If the overload is not a year-long class, the amount will be pro-rated based on the length of the term. The payment of the overload assignment will be made during the same term as the overload assignment.

Section 9. National Board Certification: Teachers who are National Board Certified in one or more areas will receive \$1,000 annual stipend at the end of each school year they remain certified.

ARTICLE XI

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District subject to the right of the Association to meet and confer on such matter. The Board agrees, however, not to reduce the level of benefits of existing coverage during the term of this Agreement except by mutual agreement of the parties, or as permitted by law.

Section 2. Insurance:

Subd. 1. The School District shall contribute under this subdivision an insurance coverage allowance not to exceed the following monthly amount:

Year	Effective Date	Single Coverage	Single + One Coverage	Family Coverage
2019-2020	9/01/2019	\$681.23	\$986.00	\$1,234.50
2019-2020	3/01/2020	\$713.28	\$1,060.59	\$1,324.94

2020-2021	9/01/2020	\$767.13	\$1,185.91	\$1,476.88
<u>2021-2022</u>	<u>9/01/2021</u>	<u>\$767.13</u>	<u>\$1,185.91</u>	<u>\$1,476.88</u>
<u>2022-2023</u>	<u>9/01/2022</u>	<u>\$767.13</u>	<u>\$1,185.91</u>	<u>\$1,476.88</u>

Full-time teachers shall be required to purchase at least single coverage health insurance. Any additional cost of the premium(s) shall be borne by the teacher and paid by payroll deduction. For teachers not on continuing contract, school district coverage becomes effective the first day of employment.

Teachers working one-half time or more may elect to purchase dental insurance. Any amounts remaining after purchasing at least single coverage health insurance will be paid as a salary addition.

Subd. 2. Part-Time Teachers' Coverage: Part-time teachers under contract, excluding Title I and substitute teachers, shall be eligible for health insurance as listed:

- .5 to .7 FTE will receive 75% of the district contribution,
- .71 to .85 FTE will receive 85% of the district contribution,
- .86 to .99 FTE will receive the school district's full contribution for health insurance.

The balance of the premium cost shall be paid by the teacher through payroll deduction.

Part-time teachers under contract employed less than one-half time shall not be eligible for district contribution under this section.

Subd. 3. Where married spouses are both teachers in the school district, and both are eligible for a district contribution towards health insurance and enrolled in the district health insurance plan, then they may pool their district insurance contributions. Married teachers without insurance eligible children will each qualify for the district contribution provided for a single + 1 health insurance plan and married teachers with insurance eligible children will each qualify for the district contribution provided for a family health insurance plan.

Any balance remaining after married spouses have pooled their district contributions towards a health insurance plan may be applied toward the district dental insurance plan with any amount remaining returned to the school district.

Section 3. Income Protection Insurance (Disability Insurance): The School District shall pay the premium for the current income protection plan in effect in the School District for each full-time teacher.

Section 4: Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim

shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 5: Term Life Insurance: The school district shall provide a \$50,000 term life insurance policy for each full-time teacher who is employed by the school district and covered by this Agreement.

Section 6: Duration of Insurance Contribution:

Subd. 1. A teacher is eligible for board contribution as provided in this Article as long as the employee is employed by the School District as a teacher. Upon termination of employment as a teacher, all board participation and contribution shall cease, effective on the last day of the final pay period. Teachers shall be permitted to continue coverage upon termination of employment only as provided by law applicable to teachers.

Subd. 2. Teachers who apply for early retirement, or have retired, shall be eligible to remain in the existing group health and hospitalization insurance program. Teachers who have completed at least fifteen (15) years of continuous service within the School District and are at least fifty-three (53) years of age, shall be eligible for district contribution of ~~\$510.00 per month (September 1, 2019 through February 29, 2020) and \$535.50 per month (March 1, 2020 through August 31, 2020) for the 2019-2020 school year and \$578.34 per month for the 2020-2021~~ **2021-2022** (September 1, 2020 **2021** through August 31, **2021-2022**) **and 2022-2023 (September 1, 2022 through August 31, 2023)** school years toward such insurance coverage up to the age of Medicare eligibility. It is the responsibility of the teacher to make arrangements with the school business office to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

Section 7. Availability of Policy: A copy of the medical hospitalization insurance policy and income protection plan shall be available in the District Office for examination by any teacher upon request.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Federal Family and Medical Leave Act: All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this act are applicable to all eligible employees covered by this agreement.

Section 2. Sick Leave:

Subd. 1. All full-time teachers shall earn sick leave at the rate of 112.5 hours (7.5 hour duty days x 15 days) each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Teachers that are scheduled for less than full time assignments shall receive proportionate sick leave consistent with their scheduled day.

All used sick leave will be calculated on an hourly rate basis with 7.5 hours equaling one day for a full-time teacher. The used sick leave will be figured at an hourly rate that is rounded up to the nearest hour.

Unpaid leave of thirty (30) days or less will not affect a full-time teacher’s annual sick leave accrual. Unpaid leave of more than thirty (30) days will result in an adjusted FTE and sick leave accrual for that school year. (For example: 184 duty days minus 40 unpaid days = 144 days. 144 duty days equates to a 0.78 FTE. Teacher’s annual sick leave would be calculated using the 0.78 FTE for that school year.) This understanding will be administered for part-time teachers on a prorated basis according to their FTE.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 900 hours (7.5 hour duty day x 120 days) of sick leave per teacher.

~~Subd. 3. No later than seven (7) calendar days before the last teacher work day, the School District shall provide each teacher with notice of their total amount of unused sick leave days accrued that year in accordance with subdivision 1 above and carried forward from prior years. Upon notice to the district’s Human Resources Department on or before the last teacher workday, full time teachers will be eligible to elect reimbursement for unused sick leave days as a cash payment in accordance with the following schedule:~~

Total Number of Unused Sick Leave Days at the End of the School Year	Number of Unused Sick Leave Days for which a Teacher May Elect Reimbursement	Reimbursement Rate Per Unused Sick Leave Day
Less than 45	0	Not eligible for reimbursement. All unused sick leave days accrued during the school year will be added to the teacher’s total sick leave and carried forward to the next school year.
45-59	Up to 4	\$75.00
60-89	Up to 6	\$75.00
90-119	Up to 8	\$75.00
120+	Up to 10	\$75.00

~~A part-time teacher will be eligible to elect reimbursement for unused sick leave in accordance with this subdivision in a prorated amount proportional to his/her employment.~~

~~If a teacher elects reimbursement for unused sick leave days as a cash payment under this subdivision, then his/her total unused sick leave will be reduced in accordance with such election.~~

Subd. 3. Full-time teachers who have completed at least fifteen (15) years of continuous service with the School District, are at least fifty-five (55) years of age, and provide a written notice of retirement to the School District no later than March 1 that is effective at the conclusion of the school year, will automatically receive a deposit equal to 100% of the balance of the teacher's accrued and unused sick leave into a Minnesota State Retirement System (MSRS) Health Care Saving Plan (HCSP) at the rate of eighty dollars (\$80.00) per day up to a maximum of one-hundred and thirty-five (135) days. A part-time teacher will be eligible for a deposit in accordance with this subdivision in a prorated amount proportional to their employment. The deposit will be made within sixty (60) days following the teacher's last date of employment. The School District's only obligation is to make the contribution to the MSRS HCSP as agreed to in this subdivision and no claim shall be made against the School District as a result of the MSRS HCSP.

Upon the teacher's death, any contribution owed but not yet paid to the HCSP will be paid in cash to the teacher's designated beneficiary.

Subd. 4. Sick leave shall be allowed by the School District whenever a teacher's absence is found to have been due to illness or disability which prevented his/her attendance at school and performance of duties on that day or days or as otherwise allowed under the provisions of this Section. Pursuant to Minn. Stat. § 181.9413, teachers shall be allowed sick leave for illness/injury involving the teacher's child.

Subd. 5. Sick leave may also be used for illness/injury involving the teacher's spouse, **domestic partner living in the home**, parent or guardian, stepparent, sister, brother, mother or father-in-law, grandparents and grandchildren. The specific amount of leave allowed under this Section shall be within the discretion of the superintendent, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

Subd. 6. In the event of concern on the part of the School District regarding abuse of sick leave, the School District may require the teacher to furnish a medical certificate from a qualified physician indicating such absence was due to illness or disability, in order to qualify for sick leave pay.

Subd. 7. In the event that a medical certificate will be required the teacher will be so advised at the time the illness or disability is reported, or within a reasonable time after such report. If the report validates the absence, the District will reimburse any out of pocket expenses borne by the teacher.

Subd. 8. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 9. Each teacher will be notified at the beginning of each school year as to his\her accumulated number of sick leave days.

Subd. 10. When a teacher is injured on the job in the service of the School District and collecting workers' compensation insurance as well as drawing on sick leave and receiving full salary from the School District, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Subd. 11. A teacher in the School District shall be permitted to utilize the annual 15 day accrual, in advance of accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a teacher who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advanced beyond his/her earned accrual.

Subd. 12. Sick Leave Bank: A sick leave bank is established under the guidelines printed below:

(a) Participation Requirements:

1. Teachers must be full-time to participate in sick bank.
2. Qualified teachers must contribute to sick bank to participate in the WEA Sick Leave Bank.
3. Qualified teachers must contribute by September 30 if the contract is within 30 days of contract ratification of a negotiation year. Qualified teachers must contribute by Sept. 30 of a non-negotiation year. Newly hired qualified teachers must contribute by September 30 if hired prior to the start of the school year within 30 days of hiring during the school year.
4. Qualified teachers may not participate in the sick bank leave unless they have met the requirements identified above.
5. Teachers who have become part-time during the membership period due to staff reductions are still eligible to withdraw from the Sick Leave Bank for the same number of membership periods they contributed to the bank.

(b) Administration of Bank:

1. WEA will administrate the bank with two representatives from each building and one nonvoting administrator (hereinafter referred to as the “Committee”).
2. WEA is responsible for notifying qualified teachers of the participation eligibility.

(c) Contribution to Bank:

1. Teachers can contribute only one day per voluntary membership period to the sick bank.
2. The WEA is responsible for receiving the membership in the sick bank.

(d) Committee identifies and receives voluntary membership into WEA Sick Leave Bank

1. Contributed days will not impact the wellness bonus.
2. Contributed days not refundable.
3. Complete individual sick bank form and submit to the District Office.

(e) Teachers who contribute to sick bank may participate in the WEA Sick Bank Leave.

(f) Committee forwards new members to Business Office by October 5th of each year.

(g) Business Office and Committee verify WEA Sick Leave Bank Database.

(h) Maximum number of available sick bank days is 140 days per year for each member of the association.

(i) Business office removes donated sick leave day from individual teachers upon receiving database.

(j) Written application for a teacher to use the sick bank is made to Committee.
-Personal appearance by teacher and another spokesperson may be necessary.

(k) The Committee will decide on the application and number of days allocated from the WEA Sick Bank Days.

1. The Committee’s decision is non-grievable.
2. Complete request donation form and submit to the District Office.
3. Proper use of sick leave is required as documented in Article XII.

(l) When the sick bank reduces to 20 days in the membership period, the Committee will return to the WEA for new voluntary membership.

Section 3. Personal Leave:

Subd. 1. Each teacher will be granted personal leave days based on their completed years of experience in the school district according to the following schedule:

0-10 years	2 days
11-20 years	3 days
21+ years	4 days

The online request should be submitted to the building principal/department director at least one week in advance of the requested date. Approval of the date of leave will be at the discretion of the School District with the following table to be used to determine the number of teachers who may use personal days on a given day.

<u>Number of Teachers per building</u>	<u>Number of Teachers on Personal Leave</u>
0-40	3
41-50	4
51-60	5
61-70	6
<u>71-80</u>	<u>7</u>

A maximum of ~~2~~ **3** days of personal leave may be carried over to the next school year.

Subd. 2. No later than seven (7) calendar days before the last teacher work day, the School District shall provide each teacher with notice of their total amount of unused personal leave days accrued that year in accordance with subdivision 1 above and carried forward from the previous year. Upon notice to the district's Human Resources Department on or before the last teacher workday, full-time teachers will be eligible to elect reimbursement for unused personal leave days as a cash payment at the rate of \$150.00 per day.

A part-time teacher will be eligible to elect reimbursement for unused personal leave days in accordance with this subdivision in a prorated amount proportional to his/her employment.

If a teacher elects reimbursement for unused personal leave days as a cash payment under this subdivision, then his/her total unused personal leave will be reduced in accordance with such election.

Subd. 3. A teacher may be granted additional personal leave days by the School District for situations which arise that cannot be attended to when school is not in session and which are not covered under other leaves. The School District may:

(a) approve an additional personal leave day and require the teacher to pay the School District the cost of a substitute teacher,

(b) approve an additional personal leave day and require the teacher to repay the School District the full amount of 1/184 of the annual salary for each day's absence.

Section 4. Bereavement Leave:

Subd. 1. A teacher shall be granted leave because of death in his/her immediate family; the specific amount of time to be subject to the discretion of the School District considering the circumstances surrounding the death.

Subd. 2. For purposes of this Section, the immediate family means the teacher's spouse, **domestic partner living in the home**, child, parent, or guardian, stepparent, sister, brother, mother or father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, and uncle. Leave for other family members, and significant others, may be granted upon approval by the School District.

Subd. 3. In the case of death of anyone not specifically addressed by Subd. 2, seven and one-half (7.5) non-accumulative hours of bereavement leave will be granted to a teacher each school year. Teachers scheduled less than full time shall receive proportionate bereavement leave consistent with their scheduled day.

Subd. 4. All leave time granted with pay under this Section shall be deducted from the teacher's accumulated sick leave.

Section 5. Child Care Leave:

Subd. 1. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. A teacher making application for child care leave shall inform the Human Resources Department in writing of intention to take the leave at least 90 calendar days before commencement of the intended leave. A teacher will also provide at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

If a child care leave is occasioned by adoption, the teacher shall inform the Human Resources Department in writing of intention to take the leave at the earliest possible date. A teacher will also provide at the time of the leave application, a statement from the adoption agency indicating the expected date of delivery.

Subd. 3. If the reason for the child care leave is occasioned by adoption or the birth of the teacher's child, a teacher may elect to:

- (a) Request up to 6 calendar weeks of accumulated sick leave,
- (b) Request up to 12 months leave of absence without pay,
- (c) Request up to a combination of (a) and (b) not to exceed 12 months.

A teacher shall be eligible for sick leave benefits for pregnancy related conditions up to the day on which her child care leave is to commence. Sick leave may not be taken while the teacher is on child care leave.

Subd. 4. The School District may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year – i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of a term, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (a) Grant any leave more than twelve (12) months in duration.
- (b) Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from child care leave shall be reemployed in a position which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. Such premiums shall be payable in advance monthly. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the school district pursuant to this Section.

Subd. 10. Leave under this Section shall be without pay or fringe benefits.

Section 6. Medical Leave:

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume his/her normal responsibilities.

Subd. 3. A teacher who fails to comply with the provisions of this Section or who fails to seek a leave as provided in this Section shall be terminated by the School District. If a teacher is not granted a medical leave of absence or a renewal of a medical leave of absence, at the discretion of the school district, such teacher's employment will be terminated.

Section 7. Professional Leave: A teacher may be granted leave to attend conferences, workshops, seminars or other functions which are related to such teacher's teaching assignment and which, in the judgment of the administration, would benefit the teacher and students. The duration of such leave shall be at the discretion of the superintendent.

Section 8. Military Leave: Military leave shall be granted to a teacher pursuant to applicable law.

Section 9. Extended Leave of Absence: A teacher may be granted an extended leave of absence pursuant to Minn. Stat. § 122A.46.

Section 10. Jury Duty: Any teacher called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the Board for that purpose and for those days the teacher is required to be in court. The teacher shall receive all pay and other benefits that would have accrued had he/she been teaching during the period of absence for jury duty, less all per diem allowances paid by the court.

Section 11. Insurance Application: A teacher on leave under Sections 5 and/or 6 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as said teacher wishes to retain commencing with the beginning of the leave. It is the responsibility of the teacher to make arrangements with the business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 12. Experience Credit: A teacher on leave under Section 5 and/or 6 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which had accrued at the time leave commenced for use upon said teacher's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a teacher

is on leave under this Section. Leaves under this section shall be without pay or fringe benefits with the exception of accumulated sick leave.

Section 13. Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall maintain seniority based on date of employment.

ARTICLE XIII

MEET AND CONFER

Section 1. Meet and Confer: The School Board will meet and confer with the Association pursuant to P.E.L.R.A.

Section 2. Representatives: The teachers shall select representatives to meet and confer with a representative or committee of the board on matters not specified under Minn. Stat. § 179A.08, subd. 2 relating to services provided to the public.

Section 3. Facilities: The Board shall provide the facilities and set the time for such conferences to take place, provided that the parties shall meet together at least once each four months if either party makes a request for such meetings.

ARTICLE XIV

TEACHER EVALUATION

Section 1. Evaluation: Probationary teachers will be evaluated annually. At least three observations will be conducted with prior notice. Continuing contract teachers will be evaluated annually. All evaluations will include, but are not limited to at least one observation, where prior notice of the observation has been given. A follow up conference concerning each observation will be held within ten working days.

A copy of the evaluation will be shared at a conference, with the teacher having an opportunity to include a written comment. A copy of the written evaluation shall be placed in the teacher's personnel file. Criteria for the evaluation will be pursuant to Minn. Stat. § 122A.40, subd. 8.

Section 2. Teacher Evaluation Policy: The School District will maintain a district policy related to teacher evaluation. Opportunities shall be afforded the exclusive representative to meet and confer regarding any modifications in the teacher policy prior to Board action for a revision.

Section 3. Peer Coaching and Assistance: Teacher peer coaching and assistance is intended to enhance the professional growth of teachers involved in the program. Teachers will be able to access the peer coaching and assistance program as defined by district policy. In no case may information gathered through the district's Peer Coaching Program be used to form the basis for any disciplinary action or used to judge the competency of a given teacher.

Section 4. Teacher Discipline and Discharge: Disciplinary actions may be imposed on teachers for just cause and are subject to the grievance procedure established by this contract.

Subd. 1. Discipline shall include only the following, but not necessarily in this order:

- > oral reprimand
- > written reprimand
- > suspension
- > discharge

Subd. 2. The School District shall not meet with a teacher for the purpose of questioning the teacher during an investigation that may lead to discipline without first offering the teacher an opportunity for representation from the Association. If the teacher waives the right to such representation, he/she must do so in writing prior to the questioning. The teacher shall be advised of the nature of the allegations prior to the questioning.

Subd. 3. Oral reprimands shall be clearly identified as such at the time the disciplinary action is administered.

Subd. 4. A copy of a written reprimand shall be given to the teacher prior to having such reprimand placed in the personnel file.

Subd. 5. The School District shall not discharge a permanent teacher without just cause.

Subd. 6. In order that no unwarranted disciplinary action will be taken against a teacher, the school district will make a full and comprehensive investigation of any alleged violation of this agreement, the district policies and regulations, and state and local laws. If preliminary investigation indicates there will be sufficient cause for possible disciplinary action, the involved teacher will be so informed that the investigation will continue and that the teacher may be involved in the investigation. The School District reserves the right to suspend any teacher with pay during an investigation.

ARTICLE XV

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall, prior to June 1 of each school year, establish the number of school days and teacher duty days for the ~~2019-2020~~ 2021-2022 and ~~2020-2021~~ 2022-2023 school years, and teachers shall perform services on those days as determined by the school district, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. Opportunity shall be afforded the Exclusive Representative to meet and confer in regard to the calendar prior to adoption. There shall be 184 teacher duty days for both the ~~2019-2020~~ 2021-2022 and ~~2020-2021~~ 2022-2023 school years, with a minimum of 6 teacher workdays.

Section 2. Emergency Closing: In the event a teacher duty day is lost due to an emergency school closing, the following procedure will be implemented:

- a) teachers are not required to report on emergency closing days;

- b) teachers will not be required to make up the first two emergency closings as called by the School District in a given year;
- c) the School District has the right to require teachers to make up emergency closing days beginning on the third closing day in a given year. If a day is made up, the School District will determine whether the day will be an instructional or non-instructional day;
- d) if emergency necessitates a late start or early dismissal, teachers are able to arrive late in accordance with the length of the time in delay, and leave when students have departed;
- e) if a school closing occurs during a teacher's unpaid leave of absence of thirty days or more, then the teacher will not receive school closing pay.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of more than two emergency days, the School District further reserves the right to modify the length of the school day or calendar as the School Board shall determine, provided that the total number of hours per week shall not exceed the hours worked during a regular five day week.

Subd. 2. The WEA President and the WEA Negotiations Team shall be afforded an opportunity to meet with the School District to discuss any changes in the calendar or the length of the workday.

ARTICLE XVI

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose: The purpose of this Article is to implement the provisions of Minn. Stat. § 122A.40, subd. 10, which, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1. For purposes of this Article, the terms defined shall have the meaning respectively ascribed to them.

Subd. 2. "Teacher" means a member of the appropriate unit as defined in this Agreement.

Subd. 3. "Qualified" shall mean a teacher who is licensed in the subject matter category and has successfully taught such subject matter category within the past five years in the school district, except that nothing herein stated shall prevent the School District from making incidental assignments in subject matters for which a teacher is licensed to complete the teacher's schedule provided it shall not exceed two class assignments per day. Teachers on special assignment as of June 1, 2003, and beyond, shall be considered qualified pursuant to their certification and need not have taught in their subject matter within the last 5 years.

These incidental assignments may be made regardless of the teacher's placement or lack of placement on the seniority list only if they do not place a more senior staff person on unrequested leave.

Subd. 4. Non-Aligned Classes: Teachers teaching classes for which there is no specific certification shall be placed on a separate identified seniority list commencing with the first day of teaching in that assignment.

Subd. 5. A teacher may not be assigned into an area for which a seniority list is established, at the expense of others on the list, if the assignment exceeds the "incidental" two period assignment.

Subd. 6. A teacher who commences teaching in an area for which they are licensed but for which they were not initially hired, shall be placed on the additional seniority list commencing with the date they begin the additional assignment.

Subd. 7. A teacher who is employed by the District in an area for which they are licensed or in a non-aligned seniority category, and who has successfully taught the majority of his/her classes in that area for 3 consecutive years, shall maintain seniority in that area even though his/her teaching assignment may change to another area or certification on the seniority list.

Subd. 8. "Subject Matter" shall mean teachers in the following categories:

Elementary Categories: (1) Elementary Teacher; (2) Title I; (3) Academically Talented; (4) Computer; (5) Kindergarten; (6) ECSE.

Secondary Categories: (1) Agriculture; (2) Business Education; (3) Family/Consumer Science; (4) Industrial Education; (5) Language Arts; (6) Mathematics; (7) Science; (8) Social Studies; (9) Health; (10) Drivers Education; (11) Computer; (12) Academically Talented; (13) Work Experience Coordinator.

K-12 Categories: (1) Health Coordinator; (2) Speech Clinician; (3) Unique Learner Coordinator; (4) Physical Education; (5) Adaptive Physical Education; (6) Vocal Music; (7) Instrumental Music; (8) Library Media Specialist; (9) LD; (10) MMMI; (11) DCD; (12) EBD; (13) Title I Lead Teacher; (14) ESL Teacher; (15) School Psychologist; (16) Occupational Therapist; (17) Autism Teacher; (18) DHH; (19) School Social Worker; (20) Licensed School Nurse; (21) School Counselor; (22) Physical Therapist; (23) Art; (24) Reading; (25) French; (26) Spanish.

It is understood that for seniority purposes coordinators of work study programs (e.g., T & I, Distributive Education, etc.) will be considered as part of the subject matter area most closely related to the teacher's current assignment.

Subd. 9. "Seniority" means the number of days of continuous service of the regular school year (excluding summer sessions, extended employment, etc.) by a continuing contract teacher commencing with the first day of actual service in the School District and

shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other leaves of absence. Part-time continuing contract teachers who are members of the appropriate unit shall have seniority pursuant to this Article, except the seniority of all part-time teachers shall be subordinate to full-time continuing contract teachers within areas of subject matter category. A teacher who commences teaching in an area for which they are licensed but for which they were not initially hired, shall be placed on the additional seniority list, commencing with the date they begin the additional assignment.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40, but whose employment was subsequently reinstated, by action of the School District and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Subd. 10. “School Board” means the local governing board of the school district.

Section 3. Unrequested Leaves of Absence:

Subd. 1. The School District may place on unrequested leave of absence for a period not exceeding three calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the school district.

Subd. 2. Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons and with the opportunity for a hearing applicable to unrequested leave.

Subd. 3. Teachers placed on unrequested leave shall be done in inverse order of seniority in the subject matter categories covered by this Agreement. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same subject matter category, except under provisions of Article XVI, Section 2, Subd. 3 and 5.

Subd. 4. In the event of a staff reduction affecting teachers whose first date of employment commenced on the same date, and have equal seniority, seniority shall be determined by the signing date of their initial employment contract. If the teachers’ signing date is the same then the selection of the teacher for the purposes of discontinuance shall be determined by the following: 1. The offer date of employment. 2. The teachers’ years of total experience including out of district experience.

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District covered by this Agreement in the subject matter categories in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

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

Subd. 3. If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher who shall have 20 calendar days from the date of such notice to accept reemployment prior to August 1. After August 1, until three days before the beginning of the teacher work year, the teacher will be required to respond within a ten working day period of time. If the ten days extend to within three working days of the start of the teacher work year, the teacher will need to respond prior to three days before the first teacher duty day. Failure to reply in writing within the required period or accept such reemployment offered if equal to that existing at the time of placement on unrequested leave, shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. A teacher who has been placed on unrequested leave, but who then accepts a position less than that in effect at the time of being placed on unrequested leave, shall have rights of reinstatement up to the amount equal to that existing at the time of being placed on unrequested leave.

Subd. 5. If a teacher is offered a teaching position that is less than that which they had at the time of being placed on leave, and refuses that position, this does not negate their being offered the position the following year, if they are senior to the person currently holding the part-time position.

Subd. 6. Reinstatement rights shall automatically cease five years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 7. A teacher on leave of absence under this Article shall retain such number of leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time

he/she went on leave for use upon his/her return. No additional leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a teacher is on leave.

Section 5. Establishment of Seniority List:

Subd. 1. On or before October 1 of each school year the School District shall cause a seniority list (by name, date of employment, qualification and subject matter category) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District and send one copy to the WEA President to be distributed to each building's representative.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have 30 days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd. 3. Within 30 calendar days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or other cessation of service, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 4. If seniority language changes affect teacher assignments, those changes will go into effect at the next natural break agreeable to the Association and the Board or its designee.

Section 6. Dual Licensure: Notwithstanding any language in this Article to the contrary, a teacher who is hired and appropriately licensed to teach a grade level or class shall maintain the license for the grade or class for which they were hired. In the event a teacher does not keep the license for the grade level or class for which they were hired current, or surrenders a license, the teacher shall have no seniority in the position for which they were hired and the District shall not be required to reassign or realign a teacher position to create a position for such teacher.

Section 7. Effect: This Article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This Article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by this Agreement or other Agreement affecting such licensed employee.

ARTICLE XVII

CAREER TRANSITION TRUST

Section 1. Introduction, Explanation, Retirement Notification: The purpose of the Career Transition Trust (hereafter called "PLAN") is to encourage teachers to develop a financial plan for

their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the School District.

The PLAN will require participation by the teacher coupled with a matching contribution from the school district.

A teacher will notify the District of the intention to retire by March 1 for retirement at the end of the school year. Teachers will be approved for a mid-school year retirement with a 60 day notice. Modifications to this notification deadline may be made between the Superintendent and an individual teacher in the event that this notification is not possible due to extenuating circumstances.

Section 2. Defined Contribution Program (District Matching Benefit):

For purposes of calculating “Years of Service” under this Section, the parties shall recognize experience consistent with the terms of Article IX, Section 5, Subd. 2 as follows: To receive credit for a year of experience, a full-time teacher must be employed at least 100 days during a school year under contract in the School District. Part-time teachers covered by this Agreement must be assigned at least 4 clock hours per day of duty time and 75% of the district’s scheduled duty days during the year in order to receive credit for a year’s experience. Part-time teachers that do not qualify for a full year of experience shall achieve a “Year of Service” when they have obtained the equivalent of one year of teaching.

Subd. 1. The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed.

<u>Years of Service In District</u>	<u>District Matching Contribution</u>
Probationary	No district match.
Continuing Contract-4 yrs.	\$525 Match
5-8 yrs.	\$900 Match
9-12 yrs.	\$1,400 Match
13-16 yrs.	\$2,200 Match
17-20 yrs.	\$2,400 Match
21+ yrs.	\$2,825 Match

Lifetime Maximum District Contribution ~~\$45,000~~ **\$50,000 (As of September 1, 2021)**
Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)

Subd. 2. Eligibility: Continuing contract teachers employed one-half time or more shall be eligible for a pro-rata share of the School District's matching contribution, excluding Title I and substitute teachers.

Subd. 3. Administration of PLAN-Defined Contribution Program (District Matching Benefit):

- a) Benefits Cannot be Accumulated: The District Matching Benefit will begin when the teacher initiates an eligible investment program.

A teacher may elect to contribute to the selected program more than the School District Matching Benefit.

The District Matching Benefit cannot be accumulated on a year-to-year basis if a teacher elects to begin participation after the first year of eligibility.

- b) Definition – Years of Service: Years of service shall mean completed years of accumulated full-time equivalent service in District 110, including current school year, as defined in Article XVII, Section 2.

Years of service shall be measured as of July 1 each year.

- c) Plan Year Begins September 1: The annual year for the District Matching Benefit contribution shall be September 1 through August 31. Changes in District Matching Benefit amounts, based on years of service, shall occur on September 1 of each year.

- d) Plan Must Comply with Federal and State Laws: The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

Subd. 4. Selection of Vendors: When considering vendors under federal Internal Revenue Code section 403(b), the School District and the Exclusive Representative shall consider all of the factors set out in Minn. Stat. § 123B.02, subd. 15(b).

Subd. 5. Vendors: Participation in the benefits of this Article is limited to teachers who select one of the following vendors:

Ameriprise Financial
Educators Financial Services, Inc.
Horace Mann
VOYA Financial
Thrivent Financial
Edward Jones

Additional vendors may be utilized with pre-approval by the School District's business office.

Section 3. Retiree Insurance: Refer to Article XI, Section 6, Subd. 2 for District insurance contribution benefit available to retirees.

ARTICLE XVIII

EARLY CHILDHOOD FAMILY EDUCATION

Section 1. Applicable Staff: The provisions of this Agreement shall apply to Early Childhood Family Education (ECFE) teachers employed by the Community Education Program of this School District, except as otherwise noted in this Article.

Section 2. Contract Rights: The parties agree that pursuant to Minn. Stat. § 122A.40, “A license which is required for an instructor in a Community Education Program shall not be construed to bring an individual within the definition of teacher for the purpose of Minn. Stat. §§ 122A.40 or 122A.41, subd. 1(a).” Thus, ECFE teachers do not have continuing contract rights provided by Minnesota Law.

Section 3. Probationary Period: ECFE teachers shall serve a probationary period of three school years from their first day of actual service. After completion of the probationary period, the teacher may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

Section 4. Seniority: After completion of the probationary period, ECFE teachers shall accrue seniority from their first day of continuous service. ECFE teachers shall have a separate seniority list and shall have employment rights only within the ECFE program. Other district teachers shall not have bumping rights into the ECFE program.

Section 5. Working Conditions: Recognizing the unique nature of the ECFE teachers’ program, which is delivered via a nontraditional duty day and duty year, the parties agree that Article VII, Working Conditions, does not cover ECFE teachers’ employment. Instead, the parties agree to the following:

The School District will determine the hours of assignment, including instructional time, non-instructional time, and preparation time. Non-instructional time will be used for teacher preparation and planning time and other needs as determined at the department level. The School District will provide each ECFE teacher with a duty free preparation time on student days in an amount equal to or greater than the amount of time provided to non-ECFE teachers covered under this Agreement. Where possible, it is preferred that these minutes be consecutive. It is recognized that intermittent schedule changes for special events, assemblies, field trips, etc. may interfere with a teacher’s preparation time during a given day.

When additional hours are available, the Community Education Director in conjunction with the Early Childhood Program Supervisor shall determine which of the staff is properly licensed for the position. In the event two or more teachers are qualified, the assignment shall be offered in seniority order, not to exceed a maximum of forty hours per week.

When it is necessary to reduce the number of ECFE teachers, the release shall be in reverse seniority order. ECFE teachers whose hours are reduced, or who are laid off, shall be given at least 7 calendar days' notice prior to such reduction/layoff. If a teacher is provided with less than a 7 day notice due to a cancelled class, then he/she will be compensated for 35% of the previously assigned hours for such class in the form of an alternate assignment that has been mutually agreed upon by the teacher and the Early Childhood Program Supervisor.

Section 6. Leaves of Absence:

Subd. 1. ECFE teachers shall earn sick and bereavement leave on pro-rata basis equivalent to that accrued by K-12 teachers and are eligible for personal leave. Such leaves shall be granted pursuant to Article XII, Sections 2, 3, and 4 of this Agreement.

Subd. 2. ECFE teachers who work at least 1120 hours per year shall be eligible for four (4) paid holidays: Thanksgiving, Christmas, New Year's Day, and Presidents' Day.

Subd. 3. Additionally, ECFE teachers are eligible for the following leave provisions in Article XII of this Agreement: Section 1, Family and Medical Leave Act; Section 5, Child Care Leave; Section 6, Medical Leave; Section 7, Professional Leave; Section 8, Military Leave; Section 9, Extended Leave of Absence; and Section 10, Jury Duty.

Section 7. Teacher Evaluation: ECFE teachers shall be covered by all provisions contained in Article XIV, Teacher Evaluation.

Section 8. Group Insurance: ECFE teachers will have the option of participating in the insurance programs at their own expense if permitted by the insurance carrier.

Subd. 1. The selection of the insurance carrier and policy shall be made by the School District subject to the right of the Association to meet and confer on such matter. The Board agrees, however, not to reduce the level of benefits of existing coverage during the term of this Agreement except by mutual agreement of the parties, or as permitted by law.

Subd. 2. Full-time ECFE teachers (at least 1,120 hours per school year) shall be eligible for a District contribution toward the cost of the premium for the current District health insurance plan as indicated below. The cost of the premium not contributed by the School District shall be borne by the teacher and paid by payroll deduction.

<u>Plan</u>	<u>2019-2020 (9/1/19-2/29/20)</u>	<u>2019-2020 (3/1/20-8/31/20)</u>	<u>2020-2021 (9/1/20-8/31/21)</u>
Single	\$681.23 per month	\$ 713.28 per month	\$ 767.13 per month
Single + 1	\$986.00 per month	\$1,060.59 per month	\$1,185.91 per month
Family	\$1,234.50 per month	\$1,324.94 per month	\$1,476.88 per month
<u>Plan</u>	<u>2021-2022 (9/1/21-8/31/22)</u>	<u>2022-2023 (9/1/22-8/31/23)</u>	
<u>Single</u>	<u>\$ 767.13 per month</u>	<u>\$ 767.13 per month</u>	

Single+1	\$1,185.91 per month	\$1,185.91 per month
Family	\$1,476.88 per month	\$1,476.88 per month

Part-time teachers who are scheduled an average of at least 22.5 hours per week (720 hours per school year) will receive a pro rata share of the School District's contribution for health insurance.

Subd. 3. ECFE teachers may use any dollar amounts not used for medical/hospitalization insurance coverage for payment of their dental insurance. The District's dental insurance program is the only eligible dental program. Any remaining unused dollar amounts remain with the ECFE teacher as salary.

Section 9. Salary Schedule:

2019-2020

<u>Step</u>	<u>Teacher</u>	<u>Teacher w/M.A.</u>
1	\$28.35	\$30.46
2	\$29.25	\$31.47
3	\$30.17	\$32.50
4	\$31.12	\$33.58
5	\$32.14	\$34.71
6	\$33.17	\$35.87

2020-2021

<u>Step</u>	<u>Teacher</u>	<u>Teacher w/M.A.</u>
1	\$28.78	\$30.91
2	\$29.69	\$31.95
3	\$30.62	\$32.99
4	\$31.59	\$34.08
5	\$32.63	\$35.23
6	\$33.67	\$36.41

2021-2022

<u>Step</u>	<u>Teacher</u>	<u>Teacher w/M.A.</u>
1	<u>\$29.36</u>	<u>\$31.53</u>
2	<u>\$30.28</u>	<u>\$32.59</u>
3	<u>\$31.23</u>	<u>\$33.65</u>
4	<u>\$32.22</u>	<u>\$34.76</u>
5	<u>\$33.28</u>	<u>\$35.93</u>
6	<u>\$34.34</u>	<u>\$37.14</u>

2022-2023

<u>Step</u>	<u>Teacher</u>	<u>Teacher w/M.A.</u>
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1	<u>\$30.02</u>	<u>\$32.24</u>
2	<u>\$30.97</u>	<u>\$33.32</u>
3	<u>\$31.94</u>	<u>\$34.41</u>
4	<u>\$32.95</u>	<u>\$35.54</u>
5	<u>\$34.03</u>	<u>\$36.74</u>
6	<u>\$35.12</u>	<u>\$37.97</u>

Section 10. Lane Placement on Salary Schedule: To be considered for application on the salary schedule, a master’s degree must be conferred by an accredited university and deemed germane to an ECFE teacher’s assignment unless otherwise approved by the superintendent or his/her designee.

Section 11. Official Transcript and Lane Change Effective Date: The educational level of an ECFE teacher as of August 31 will be the basis of pay for that school year except eligible master degrees conferred by December 15 and March 31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to the educational level of an ECFE teacher shall be made to the Human Resources Department by the submission of an official transcript that shows that a master’s degree has been conferred prior to the above-mentioned dates. If an official transcript is not available by these dates, other satisfactory evidence of the award of a master’s degree will be recognized pending the receipt of an official transcript. ECFE teachers may move to the master’s degree lane on the following dates: August 31, December 15, or March 31.

Section 12. End of Employment: ECFE teachers who complete fifteen (15) years of service may cash out up to fifteen (15) unused accumulated sick leave days at the time they retire or resign their employment with the District.

Section 13. Defined Contribution Program (District Matching Benefit): ECFE teachers will be eligible for a District contribution to a 403(b), as established in provisions of Article XVII, Section 2, Subd. 1 with the following criteria:

- a. A teacher who works at least 1120 hours per year will receive the district matching contribution in the following school year.
- b. Teachers working less than 1120 hours per year will receive the district matching contribution in the year following accumulation of 1120 hours.

Section 14. Additional Provisions: In addition to the provisions outlined in this Article, the following Articles in this Agreement shall also apply to ECFE teachers: Articles I, II, III, IV, V, VI, XI-Section 3, XI-Section 5 (full-time ECFE teachers only), XII, XIV, XV-Sections 2 and 3 only, XVIII, and XIX. Those Articles not noted do not apply to ECFE teachers.

ARTICLE XIX

MISCELLANEOUS

Section 1. Mileage Allowance: Mileage reimbursement will be established by the School Board on a district-wide basis.

Section 2. Teacher Restrooms: Where existing facilities permit, teacher restrooms, separate for each sex and separate from the students' restrooms, shall be provided.

Section 3. Parking Facilities: Adequate off-street paved parking facilities shall be identified for the exclusive use of school personnel and visitors. This clause shall not, however, require the construction of additional off-street paved parking facilities.

Section 4. Teacher Facilities:

Subd. 1. Each school building shall have a teacher lounge facility comparable in size and furnishing to the lounge facility which currently exists.

Subd. 2. A separate, private dining area for the exclusive use of school personnel shall be provided.

Subd. 3. Vending machines shall be allowed in the teachers' lounge and teacher lunchroom areas.

Section 5. Copies of Agreement: Copies of this Agreement shall be printed at the expense of the School District as soon as practical after the Agreement is signed and presented to all teachers in the system and to each new teacher. Further, the board shall furnish (5) copies of the Agreement to the Association for its use.

Section 6. Tax Sheltered Annuities: Teachers will be eligible to participate in a tax sheltered annuity plan permitted by law.

Section 7. Grievances: Grievances concerning this Agreement shall be governed by Attachment E.

Section 8. Written Notice of Assignment and Salary Information: The School District shall give each teacher written notice of their specific assignment, salary schedule step and lane placement, and annual salary. Such notice will be given no later than September 1 of each year. If negotiations for a new collective bargaining agreement are not completed by September 1 in any odd-numbered year, the written notice will be distributed within thirty (30) days after the ratification of the collective bargaining agreement.

Section 9. Retroactive Application: This Agreement shall apply to any teacher who is employed in the School District during the contract term or any portion thereof.

ARTICLE XX

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2019~~ **2021** through June 30, ~~2021~~ **2023** and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, ~~2019~~ **2021** it shall give written notice of such intent no later than

February 14, ~~2021~~ **2023**. Unless otherwise mutually agreed, the parties shall commence negotiations at least 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the teachers of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. 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 and prerogatives, except insofar as this exercise would be in express violation of any terms of this Agreement.

Section 3. Finality: Unless otherwise mutually agreed by the parties, any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: If any provision of this Agreement or the application of any such provision is found to be contrary to law, that provision shall be severable and it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

FOR
WACONIA EDUCATION ASSOCIATION

FOR
INDEPENDENT SCHOOL DIST. NO. 110

Kari Klein
WEA President

Dana Geller
School Board Chair

Michael Jensen
WEA Secretary

Jackie Johnson
School Board Clerk

Dave Aeling
WEA Chief Negotiator

Dated this ____ day of _____ 2022.

Dated this ____ day of _____ 2022.

~~2019-2020~~ 2021-2022 Salary Schedule

STEP	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
A	42,603	44,064	45,576	47,139	48,755	50,429	52,158	53,946
B	43,816	45,320	46,873	48,482	50,145	51,865	53,643	55,484
C	45,066	46,611	48,210	49,864	51,574	53,343	55,173	57,065
D	46,350	47,939	49,583	51,285	53,043	54,864	56,745	58,692
E	47,671	49,306	50,997	52,745	54,556	56,426	58,362	60,364
F	49,029	50,710	52,450	54,250	56,111	58,035	60,025	62,084
G	50,427	52,158	53,946	55,795	57,710	59,689	61,737	63,854
H	51,864	53,643	55,483	57,385	59,355	61,390	63,496	65,674
I		55,172	57,064	59,021	61,046	63,140	65,304	67,545
J				60,704	62,786	64,939	67,167	69,470
K				62,434	64,574	66,791	69,081	71,450
L					66,415	68,693	71,049	73,487
M					68,308	70,650	73,074	75,580
N					70,256	72,665	75,157	77,734
O					72,258	74,735	77,299	79,951
P					74,316	76,865	79,503	82,228
Q					76,435	79,056	81,768	84,572
R					78,612	81,309	84,098	86,983
The Career Increment will begin after the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.								
Please refer to Article IX, Section 2.								
2021-2022 Salary Including Career Increment								
					BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
					BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment					81,757	84,562	87,462	90,462

~~2020-2021~~ **2022-2023** Salary Schedule

STEP	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
B	44,802	46,339	47,928	49,572	51,274	53,032	54,850	56,732
C	46,080	47,660	49,295	50,986	52,735	54,543	56,414	58,349
D	47,393	49,018	50,699	52,438	54,237	56,098	58,021	60,012
E	48,743	50,415	52,144	53,932	55,783	57,696	59,676	61,722
F	50,133	51,851	53,631	55,470	57,374	59,341	61,376	63,481
G	51,561	53,331	55,160	57,050	59,008	61,032	63,126	65,291
H	53,031	54,850	56,731	58,676	60,690	62,771	64,925	67,151
I		56,413	58,348	60,349	62,420	64,561	66,774	69,065
J				62,070	64,199	66,400	68,678	71,033
K				63,839	66,027	68,293	70,635	73,058
L					67,910	70,239	72,648	75,140
M					69,845	72,240	74,718	77,281
N					71,836	74,300	76,848	79,483
O					73,884	76,417	79,038	81,750
P					75,988	78,595	81,292	84,078
Q					78,155	80,835	83,608	86,475
R					80,381	83,139	85,990	88,940
The Career Increment will begin after the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.								
Please refer to Article IX, Section 2.								
2022-2023 Salary Including Career Increment								
					BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
					BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment					83,797	86,672	89,645	92,720

Extra-Curricular Salary Schedules
Schedule C & D Rates

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Year 1-2	Year 3-5	Year 6-10	Year 11-15	Year 16+
Multiplier	2021-2022	47,939		Step 2 plus \$ 200	Step 3 plus \$ 200	Step 4 plus \$ 300
	2022-2023	49,018				
Cross Country		Percent of BA15, Step D				
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
	Middle School	5.0	5.5	5.5	5.5	5.5
Swimming						
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
	Diving	8.0	9.0	9.0	9.0	9.0
	Middle School	6.0	7.0	7.0	7.0	7.0
Football						
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
	9th Grade	8.0	9.0	9.0	9.0	9.0
	Middle School	6.0	7.0	7.0	7.0	7.0
Tennis - Girls						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
Volleyball - Girls						
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
	9th Grade	8.0	9.0	9.0	9.0	9.0
	Middle School	6.0	7.0	7.0	7.0	7.0
Soccer - Boys						
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0

9th Grade	8.0	9.0	9.0	9.0	9.0
Middle School	6.0	7.0	7.0	7.0	7.0
Soccer - Girls					
Head	13.0	14.0	14.0	14.0	14.0
Assistant	9.0	10.0	10.0	10.0	10.0
9th Grade	8.0	9.0	9.0	9.0	9.0
Middle School	6.0	7.0	7.0	7.0	7.0
Dance Team					
Head	13.5	14.5	14.5	14.5	14.5
Assistant	9.0	10.0	10.0	10.0	10.0
Middle School	7.0	8.0	8.0	8.0	8.0
Basketball - Boys					
Head	14.0	15.0	15.0	15.0	15.0
Assistant	10.0	11.0	11.0	11.0	11.0
9th Grade	9.0	10.0	10.0	10.0	10.0
Middle School	8.0	9.0	9.0	9.0	9.0
Basketball - Girls					
Head	14.0	15.0	15.0	15.0	15.0
Assistant	10.0	11.0	11.0	11.0	11.0
9th Grade	9.0	10.0	10.0	10.0	10.0
Middle School	8.0	9.0	9.0	9.0	9.0
Gymnastics					
Head	13.5	14.5	14.5	14.5	14.5
Assistant	9.0	10.0	10.0	10.0	10.0
Middle School	7.0	8.0	8.0	8.0	8.0
Wrestling					
Head	13.5	14.5	14.5	14.5	14.5
Assistant	9.0	10.0	10.0	10.0	10.0
Middle School	7.0	8.0	8.0	8.0	8.0
Hockey					
Head	14.0	15.0	15.0	15.0	15.0
Assistant	10.0	11.0	11.0	11.0	11.0
Baseball					
Head	11.0	12.0	12.0	12.0	12.0

Assistant	7.0	8.0	8.0	8.0	8.0
9th Grade	6.0	7.0	7.0	7.0	7.0
Middle School	5.0	5.5	5.5	5.5	5.5

Golf - Boys

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0
Middle School	5.0	5.5	5.5	5.5	5.5

Golf - Girls

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0
Middle School	5.0	5.5	5.5	5.5	5.5

Lacrosse

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0

Softball - Girls

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0
9th Grade	6.0	7.0	7.0	7.0	7.0
Middle School	5.0	5.5	5.5	5.5	5.5

Tennis - Boys

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0

Track - Boys

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0
Middle School	5.0	5.5	5.5	5.5	5.5

Track - Girls

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0
Middle School	5.0	5.5	5.5	5.5	5.5

Strength Coach

	13.0	14.0	14.0	14.0	14.0
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Cheerleading

Head Fall Advisor	5.5	6.0	6.0	6.0	6.0
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Publications

High School Yearbook Advisor	11.0	12.0	12.0	12.0	12.0
Middle School Yearbook Advisor	3.0	3.5	3.5	3.5	3.5
HS Yearbook Photographer Advisor	11.0	12.0	12.0	12.0	12.0

Speech

Director	6.0	7.0	7.0	7.0	7.0
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Drama

Fall Musical Director	9.0	10.0	10.0	10.0	10.0
Fall Musical Asst. Director	5.0	5.5	5.5	5.5	5.5
Vocal Director	7.0	8.0	8.0	8.0	8.0
Instrumental Director	7.0	8.0	8.0	8.0	8.0
Spring Play Director	9.0	10.0	10.0	10.0	10.0
Spring Play Assistant	5.0	5.5	5.5	5.5	5.5
Middle School Play	5.0	5.5	5.5	5.5	5.5
Middle School Play Assistant	2.3	2.5	2.5	2.5	2.5

Music

Vocal Ensembles	4.5	5.0	5.0	5.0	5.0
Jazz Ensemble	4.5	5.0	5.0	5.0	5.0
Pep Band	4.0	4.5	4.5	4.5	4.5
Instrumental Ensembles	4.5	5.0	5.0	5.0	5.0
Middle Sch. Instr. Ens.	2.5	3.0	3.0	3.0	3.0
Middle Sch. Vocal Ens.	2.0	2.5	2.5	2.5	2.5

Conservation

Head	11.0	12.0	12.0	12.0	12.0
Assistant	7.0	8.0	8.0	8.0	8.0

Student Government

Senior High Student Council	7.0	8.0	8.0	8.0	8.0
Middle School Student Council	3.0	4.0	4.0	4.0	4.0
Prom Advisor	5.0	6.0	6.0	6.0	6.0
Elementary Student Council	2.0	2.5	2.5	2.5	2.5

Youth Groups, National

FCCLA-Senior High	11.0	12.0	12.0	12.0	12.0
FCCLA-Senior High Assistant	7.0	8.0	8.0	8.0	8.0

FCCLA-Middle School	4.0	5.0	5.0	5.0	5.0
National Honor Society	2.0	2.5	2.5	2.5	2.5
Academic Lettering	2.0	2.5	2.5	2.5	2.5
Marching Band					
Head	13.0	14.0	14.0	14.0	14.0
Assistant	9.0	10.0	10.0	10.0	10.0
Show Choir					
Head	13.0	14.0	14.0	14.0	14.0
Assistant	9.0	10.0	10.0	10.0	10.0
9th Grade	8.0	9.0	9.0	9.0	9.0
Middle School	6.0	7.0	7.0	7.0	7.0
Unified Sports					
Head	7.0	8.0	8.0	8.0	8.0
Assistant	3.0	3.5	3.5	3.5	3.5
Academic Challenge (Knowledge Bowl)					
	7.0	8.0	8.0	8.0	8.0
Arts and Culture Club					
	3.0	3.5	3.5	3.5	3.5
Math League					
	3.0	3.5	3.5	3.5	3.5
Math Counts					
	2.0	2.5	2.5	2.5	2.5
School Patrol					
	1.5	2.0	2.0	2.0	2.0
Science Club					
	3.0	3.5	3.5	3.5	3.5
EC - Garden Manager					
	11.0	12.0	12.0	12.0	12.0
International Club					
	3.0	3.5	3.5	3.5	3.5
Robotics Club - Head					
	11.0	12.0	12.0	12.0	12.0
Robotics Club - Assistant					
	7.0	8.0	8.0	8.0	8.0
DECA Club - Head					
	11.0	12.0	12.0	12.0	12.0
DECA Club - Assistant					
	7.0	8.0	8.0	8.0	8.0

Extra-Curricular Salary Schedules
Schedule C
~~2019-2020~~ 2021-2022

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Years	Years	Years	Years	Years
		1-2	3-5	6-10	11-15	16+
Multiplier	2021-2022	47,939		Step 2	Step 3	Step 4
	2022-2023	49,018		plus	plus	plus
				\$200	\$200	\$300

Cross Country

Percent of BA15, Step D

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535
Middle School	2,397	2,637	2,837	3,037	3,337

Swimming

Head	6,232	6,711	6,911	7,111	7,411
Assistant	4,315	4,794	4,994	5,194	5,494
Diving	3,835	4,315	4,515	4,715	5,015
Middle School	2,876	3,356	3,556	3,756	4,056

Football

Head	6,232	6,711	6,911	7,111	7,411
Assistant	4,315	4,794	4,994	5,194	5,494
9th Grade	3,835	4,315	4,515	4,715	5,015
Middle School	2,876	3,356	3,556	3,756	4,056

Tennis - Girls

Head	5,273	5,753	5,953	6,153	6,453
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Assistant	3,356	3,835	4,035	4,235	4,535
Volleyball - Girls					
Head	6,232	6,711	6,911	7,111	7,411
Assistant	4,315	4,794	4,994	5,194	5,494
9th Grade	3,835	4,315	4,515	4,715	5,015
Middle School	2,876	3,356	3,556	3,756	4,056
Soccer - Boys					
Head	6,232	6,711	6,911	7,111	7,411
Assistant	4,315	4,794	4,994	5,194	5,494
9th Grade (9th Grade)	3,835	4,315	4,515	4,715	5,015
Middle School	2,876	3,356	3,556	3,756	4,056
Soccer - Girls					
Head	6,232	6,711	6,911	7,111	7,411
Assistant	4,315	4,794	4,994	5,194	5,494
9th Grade (9th Grade)	3,835	4,315	4,515	4,715	5,015
Middle School	2,876	3,356	3,556	3,756	4,056
Dance Team					
Head	6,472	6,951	7,151	7,351	7,651
Assistant	4,315	4,794	4,994	5,194	5,494
Middle School	3,356	3,835	4,035	4,235	4,535
Basketball - Boys					
Head	6,711	7,191	7,391	7,591	7,891
Assistant	4,794	5,273	5,473	5,673	5,973

9th Grade	4,315	4,794	4,994	5,194	5,494
Middle School	3,835	4,315	4,515	4,715	5,015
Basketball - Girls					
Head	6,711	7,191	7,391	7,591	7,891
Assistant	4,794	5,273	5,473	5,673	5,973
9th Grade	4,315	4,794	4,994	5,194	5,494
Middle School	3,835	4,315	4,515	4,715	5,015
Gymnastics					
Head	6,472	6,951	7,151	7,351	7,651
Assistant	4,315	4,794	4,994	5,194	5,494
Middle School	3,356	3,835	4,035	4,235	4,535
Wrestling					
Head	6,472	6,951	7,151	7,351	7,651
Assistant	4,315	4,794	4,994	5,194	5,494
Middle School	3,356	3,835	4,035	4,235	4,535
Hockey					
Head	6,711	7,191	7,391	7,591	7,891
Assistant	4,794	5,273	5,473	5,673	5,973
Baseball					
Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535
9th Grade	2,876	3,356	3,556	3,756	4,056
Middle School	2,397	2,637	2,837	3,037	3,337

Golf - Boys

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535
Middle School	2,397	2,637	2,837	3,037	3,337

Golf - Girls

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535
Middle School	2,397	2,637	2,837	3,037	3,337

Lacrosse

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535

Softball - Girls

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535
9th Grade	2,876	3,356	3,556	3,756	4,056
Middle School	2,397	2,637	2,837	3,037	3,337

Tennis - Boys

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535

Track - Boys

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535
Middle School	2,397	2,637	2,837	3,037	3,337

Track - Girls

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535
Middle School	2,397	2,637	2,837	3,037	3,337

Strength Coach

6,232	6,711	6,911	7,111	7,411
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Cheerleading

Head Fall Advisor	2,637	2,876	3,076	3,276	3,576
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Publications

High School Yearbook Advisor	5,273	5,753	5,953	6,153	6,453
Middle School Yearbook Advisor	1,438	1,678	1,878	2,078	2,378
HS Yearbook Photographer Advisor	5,273	5,753	5,953	6,153	6,453

Speech

Director	2,876	3,356	3,556	3,756	4,056
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Drama

Fall Musical Director	4,315	4,794	4,994	5,194	5,494
Fall Musical Asst. Director	2,397	2,637	2,837	3,037	3,337
Vocal Director	3,356	3,835	4,035	4,235	4,535
Instrumental Director	3,356	3,835	4,035	4,235	4,535
Spring Play Director	4,315	4,794	4,994	5,194	5,494
Spring Play Assistant	2,397	2,637	2,837	3,037	3,337
Middle School Play	2,397	2,637	2,837	3,037	3,337
Middle School Play Assistant	1,103	1,198	1,398	1,598	1,898

Music

Vocal Ensembles	2,157	2,397	2,597	2,797	3,097
Jazz Ensemble	2,157	2,397	2,597	2,797	3,097
Pep Band	1,918	2,157	2,357	2,557	2,857
Instrumental Ensembles	2,157	2,397	2,597	2,797	3,097
Middle Sch. Instr. Ens.	1,198	1,438	1,638	1,838	2,138
Middle Sch. Vocal Ens.	959	1,198	1,398	1,598	1,898

Conservation

Head	5,273	5,753	5,953	6,153	6,453
Assistant	3,356	3,835	4,035	4,235	4,535

Student Government

Senior High Student Council	3,356	3,835	4,035	4,235	4,535
Middle School Student Council	1,438	1,918	2,118	2,318	2,618
Prom Advisor	2,397	2,876	3,076	3,276	3,576
Elementary Student Council	959	1,198	1,398	1,598	1,898

Youth Groups, National

FCCLA-Senior High	5,273	5,753	5,953	6,153	6,453
FCCLA-Senior High Assistant	3,356	3,835	4,035	4,235	4,535
FCCLA-Middle School	1,918	2,397	2,597	2,797	3,097
National Honor Society	959	1,198	1,398	1,598	1,898
Academic Lettering	959	1,198	1,398	1,598	1,898

Marching Band

Head	6,232	6,711	6,911	7,111	7,411
Assistant	4,315	4,794	4,994	5,194	5,494

Show Choir

Head	6,232	6,711	6,911	7,111	7,411
Assistant	4,315	4,794	4,994	5,194	5,494
9th Grade	3,835	4,315	4,515	4,715	5,015
Middle School	2,876	3,356	3,556	3,756	4,056

Unified Sports

Head	3,356	3,835	4,035	4,235	4,535
Assistant	1,438	1,678	1,878	2,078	2,378

Academic Challenge (Knowledge Bowl)

3,356	3,835	4,035	4,235	4,535
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Arts and Culture Club

1,438	1,678	1,878	2,078	2,378
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Math League

1,438	1,678	1,878	2,078	2,378
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Math Counts

959	1,198	1,398	1,598	1,898
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School Patrol

719	959	1,159	1,359	1,659
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Science Club

1,438	1,678	1,878	2,078	2,378
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EC - Garden Manager

5,273	5,753	5,953	6,153	6,453
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International Club

1,438	1,678	1,878	2,078	2,378
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Robotics Club -**Head**

5,273	5,753	5,953	6,153	6,453
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Robotics Club - Assistant

3,356	3,835	4,035	4,235	4,535
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DECA Club - Head

5,273	5,753	5,953	6,153	6,453
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DECA Club - Assistant

3,356	3,835	4,035	4,235	4,535
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Extra Curricular Salary Schedules
 Schedule D
~~2020-2021~~ 2022-2023

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Years	Years	Years	Years	Years
		1-2	3-5	6-10	11-15	16+
Multiplier	2021-2022	47,939		Step 2	Step 3	Step 4
	2022-2023	49,018		plus \$200	plus \$200	plus \$300

Cross Country

Percent of BA15, Step D

Head	5,392	5,882	6,082	6,282	6,582
Assistant Middle School	3,431	3,921	4,121	4,321	4,621
School	2,451	2,696	2,896	3,096	3,396

Swimming

Head	6,372	6,863	7,063	7,263	7,563
Assistant	4,412	4,902	5,102	5,302	5,602
Diving Middle School	3,921	4,412	4,612	4,812	5,112
School	2,941	3,431	3,631	3,831	4,131

Football

Head	6,372	6,863	7,063	7,263	7,563
Assistant	4,412	4,902	5,102	5,302	5,602
9th Grade Middle School	3,921	4,412	4,612	4,812	5,112
School	2,941	3,431	3,631	3,831	4,131

Tennis - Girls

Head	5,392	5,882	6,082	6,282	6,582
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Assistant	3,431	3,921	4,121	4,321	4,621
Volleyball - Girls					
Head	6,372	6,863	7,063	7,263	7,563
Assistant	4,412	4,902	5,102	5,302	5,602
9th Grade Middle School	3,921	4,412	4,612	4,812	5,112
	2,941	3,431	3,631	3,831	4,131
Soccer - Boys					
Head	6,372	6,863	7,063	7,263	7,563
Assistant	4,412	4,902	5,102	5,302	5,602
9th Grade Middle School	3,921	4,412	4,612	4,812	5,112
	2,941	3,431	3,631	3,831	4,131
Soccer - Girls					
Head	6,372	6,863	7,063	7,263	7,563
Assistant	4,412	4,902	5,102	5,302	5,602
9th Grade Middle School	3,921	4,412	4,612	4,812	5,112
	2,941	3,431	3,631	3,831	4,131
Dance Team					
Head	6,617	7,108	7,308	7,508	7,808
Assistant Middle School	4,412	4,902	5,102	5,302	5,602
	3,431	3,921	4,121	4,321	4,621
Basketball - Boys					
Head	6,863	7,353	7,553	7,753	8,053
Assistant	4,902	5,392	5,592	5,792	6,092

	9th Grade	4,412	4,902	5,102	5,302	5,602
	Middle					
	School	3,921	4,412	4,612	4,812	5,112
Basketball - Girls						
	Head	6,863	7,353	7,553	7,753	8,053
	Assistant	4,902	5,392	5,592	5,792	6,092
	9th Grade	4,412	4,902	5,102	5,302	5,602
	Middle					
	School	3,921	4,412	4,612	4,812	5,112
Gymnastics						
	Head	6,617	7,108	7,308	7,508	7,808
	Assistant	4,412	4,902	5,102	5,302	5,602
	Middle					
	School	3,431	3,921	4,121	4,321	4,621
Wrestling						
	Head	6,617	7,108	7,308	7,508	7,808
	Assistant	4,412	4,902	5,102	5,302	5,602
	Middle					
	School	3,431	3,921	4,121	4,321	4,621
Hockey						
	Head	6,863	7,353	7,553	7,753	8,053
	Assistant	4,902	5,392	5,592	5,792	6,092
Baseball						
	Head	5,392	5,882	6,082	6,282	6,582
	Assistant	3,431	3,921	4,121	4,321	4,621
	9th Grade	2,941	3,431	3,631	3,831	4,131
	Middle					
	School	2,451	2,696	2,896	3,096	3,396

Golf - Boys

Head	5,392	5,882	6,082	6,282	6,582
Assistant Middle School	3,431	3,921	4,121	4,321	4,621
	2,451	2,696	2,896	3,096	3,396

Golf - Girls

Head	5,392	5,882	6,082	6,282	6,582
Assistant Middle School	3,431	3,921	4,121	4,321	4,621
	2,451	2,696	2,896	3,096	3,396

Lacrosse

Head	5,392	5,882	6,082	6,282	6,582
Assistant	3,431	3,921	4,121	4,321	4,621

Softball - Girls

Head	5,392	5,882	6,082	6,282	6,582
Assistant	3,431	3,921	4,121	4,321	4,621
9th Grade Middle School	2,941	3,431	3,631	3,831	4,131
	2,451	2,696	2,896	3,096	3,396

Tennis - Boys

Head	5,392	5,882	6,082	6,282	6,582
Assistant	3,431	3,921	4,121	4,321	4,621

Track - Boys

Head	5,392	5,882	6,082	6,282	6,582
Assistant Middle School	3,431	3,921	4,121	4,321	4,621
	2,451	2,696	2,896	3,096	3,396

Track - Girls

Head	5,392	5,882	6,082	6,282	6,582
Assistant Middle School	3,431	3,921	4,121	4,321	4,621
	2,451	2,696	2,896	3,096	3,396

Strength Coach

	6,372	6,863	7,063	7,263	7,563
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Cheerleading

Head Fall Advisor	2,696	2,941	3,141	3,341	3,641
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Publications

High School Yearbook Advisor	5,392	5,882	6,082	6,282	6,582
Middle School Yearbook Advisor	1,471	1,716	1,916	2,116	2,416
HS Yearbook Photographer Advisor	5,392	5,882	6,082	6,282	6,582

Speech

Director	2,941	3,431	3,631	3,831	4,131
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Drama

Fall Musical Director	4,412	4,902	5,102	5,302	5,602
Fall Musical Asst. Director	2,451	2,696	2,896	3,096	3,396
Vocal Director	3,431	3,921	4,121	4,321	4,621
Instrumental Director	3,431	3,921	4,121	4,321	4,621
Spring Play Director	4,412	4,902	5,102	5,302	5,602
Spring Play Assistant	2,451	2,696	2,896	3,096	3,396
Middle School Play	2,451	2,696	2,896	3,096	3,396
Middle School Play Assistant	1,127	1,225	1,425	1,625	1,925

Music

Vocal Ensembles	2,206	2,451	2,651	2,851	3,151
Jazz Ensemble	2,206	2,451	2,651	2,851	3,151
Pep Band	1,961	2,206	2,406	2,606	2,906
Instrumental Ensembles	2,206	2,451	2,651	2,851	3,151
Middle Sch. Instr. Ens.	1,225	1,471	1,671	1,871	2,171
Middle Sch. Vocal Ens.	980	1,225	1,425	1,625	1,925

Conservation

Head	5,392	5,882	6,082	6,282	6,582
Assistant	3,431	3,921	4,121	4,321	4,621

Student Government

Senior High Student Council	3,431	3,921	4,121	4,321	4,621
Middle School Student Council	1,471	1,961	2,161	2,361	2,661
Prom Advisor	2,451	2,941	3,141	3,341	3,641
Elementary Student Council	980	1,225	1,425	1,625	1,925

Youth Groups, National

FCCLA-Senior High	5,392	5,882	6,082	6,282	6,582
FCCLA-Senior High Assistant	3,431	3,921	4,121	4,321	4,621
FCCLA-Middle School	1,961	2,451	2,651	2,851	3,151
National Honor Society	980	1,225	1,425	1,625	1,925
Academic Lettering	980	1,225	1,425	1,625	1,925

Marching Band

Head	6,372	6,863	7,063	7,263	7,563
Assistant	4,412	4,902	5,102	5,302	5,602

Show Choir

Head	6,372	6,863	7,063	7,263	7,563
Assistant	4,412	4,902	5,102	5,302	5,602
9th Grade	3,921	4,412	4,612	4,812	5,112
Middle School	2,941	3,431	3,631	3,831	4,131

Unified Sports

Head	3,431	3,921	4,121	4,321	4,621
Assistant	1,471	1,716	1,916	2,116	2,416

Academic Challenge (Knowledge Bowl)

3,431	3,921	4,121	4,321	4,621
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Art Club

1,471	1,716	1,916	2,116	2,416
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Math League

1,471	1,716	1,916	2,116	2,416
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Math Counts

980	1,225	1,425	1,625	1,925
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School Patrol

735	980	1,180	1,380	1,680
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Science Club

1,471	1,716	1,916	2,116	2,416
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EC - Garden Manager

5,392	5,882	6,082	6,282	6,582
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Arts and Culture Club

1,471	1,716	1,916	2,116	2,416
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Robotics Club - Head

5,392	5,882	6,082	6,282	6,582
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Robotics Club - Assistant

3,431	3,921	4,121	4,321	4,621
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DECA Club - Head

5,392	5,882	6,082	6,282	6,582
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DECA Club - Assistant

3,431	3,921	4,121	4,321	4,621
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ATTACHMENT E
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean an issue about which there is disagreement, confusion or dispute regarding the interpretation or application of this Agreement and its provisions.

Section 2. Representative: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding the timelines in this procedure shall refer to working days. A working day is defined as all weekdays, Monday through Friday, not designated as holidays by State Law.

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

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

Subd. 5. Association: The Waconia Education Association shall be the designated representative of grievants who wish to pursue a grievance.

Section 4. Time Limitation and Waiver: Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its designee to issue a decision and/or written response within the time periods

provided shall constitute a denial of the grievance, and the teacher may appeal to the next level. Any agreements to extend or waive the timelines shall be put forth in writing by the parties.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances that may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: The teacher(s) and his/her WEA representative and the school board's designee shall meet in an attempt to resolve the grievance within twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of its occurrence.

Subd. 2. Level II: If informal discussion does not resolve the grievance, the grievant and his/her WEA representative will submit in writing a statement which sets forth the facts, the specific provision(s) of the Agreement violated, and the relief sought. The written grievance must be submitted to the building principal within ten (10) days of the informal meeting with the school board's designee.

Subd. 3. Level III: The parties will meet within ten (10) days of the receipt of the written grievance to attempt to resolve it. The school board designee will respond in writing to the grievant and the WEA within ten (10) days of the meeting.

Subd. 4. Level IV: If the level III meeting was not with the Superintendent, the Superintendent, the grievant, and his/her WEA representative shall meet within ten (10) days of receipt of the Level III written response. The Superintendent will respond in writing to the grievant and the WEA representative within ten (10) days of the meeting.

Section 6. School Board Review: The school board may review any decision issued by the Superintendent under Level III or IV of this procedure or at the request of the Association provided the school board or its representative notify the parties of its intention to review within ten (10) days after a decision at Level IV has been rendered. The school board may affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within fifteen (15) days after notification of its intent to review. In the event the grievance is not resolved, the grieving party may appeal the decision to the next level.

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Association, and such a request must be filed in the office of the superintendent within twenty (20) days following the decision at Level IV or within twenty (20) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Within ten (10) days after the request to arbitrate, the Association shall request the Director of the Bureau of Mediation Service to submit a list of five (5) arbitrators. The parties shall alternatively strike names until one remains and that person shall be the arbitrator. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Director of Bureau of Mediation Service within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in P.E.L.R.A.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public schools to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: Grievances must be filed on the form provided in this Section. Forms shall be supplied by the school district.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be

immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ATTACHMENT F

GRIEVANCE REPORT FORM
Independent School District No. 110

Grievance No.: _____

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of Grievant

Date

Signature of Union Representative

Date

Date of Receipt: _____

CC: Superintendent of Schools, Human Resources, Principal, Exclusive Representative

ATTACHMENT G

403(b) Bridge

For the employees listed in this Attachment G and who meet the following list of qualifications, the district will pay a lump sum of the difference between \$40,000 and the total 403(b) district match contribution at the time of their retirement (the “bridge”). Employees must be retiring from the district using the current TRA retirement rule for the employee:

- A tenured employee who worked for District #110 in 1995
- Worked continuously for District #110 until their retirement
- Received and contributed the maximum 403(b) district match for each year since 1995
- Will not reach a total 403(b) contribution of \$40,000 by the date of their retirement.

These employees qualify for the bridge:

In addition, the district will provide the bridge to the following employees:

~~David Aeling~~

Peter Bjorlin

~~Elizabeth Gerritsen~~

~~Brenda Grams~~

Lynn Johnson

Kathryn Kurtz

~~Mavis Mathistad~~

~~Cynthia Mayer~~

Pamela Melchert

~~Lisa Sauer~~

Beginning with the 2011-2012 school year, if these employees do not contribute the maximum 403(b) matching contribution each year until their retirement, they lose their eligibility for the bridge.

Memorandum of Agreement
After-School Professional Development
2020-2021

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Association”).

~~WHEREAS~~, the School District and the Association have a shared interest to improve the School District’s financial condition; and

~~WHEREAS~~, the School District and the Association have a shared interest in providing benefits that meet the diverse needs of teachers; and

~~WHEREAS~~, the School District and the Association have collaborated on a modification to the current process of providing professional development during school hours to a model where professional development is held after school hours in an effort to meet their shared interests;

~~NOW THEREFORE~~, be it resolved that the parties agree to the following terms:

- ~~1. The 2020-2021 calendar will be reduced by one (1) student day to provide for seven and one-half (7.5) hours of contract time to be used after school hours for the purpose of providing professional development for teachers. Professional development sessions may be scheduled for up to two (2) hours beyond the basic day (i.e., up to 5:30 p.m.).~~
- ~~2. Teachers must receive a minimum of a thirty (30) day notice for a professional development session scheduled pursuant to this MOA. This timeline may not be followed in cases involving extenuating circumstances, such as a rescheduled professional development session originally canceled as a result of inclement weather.~~
- ~~3. Teachers will be expected to attend all after school professional development sessions scheduled pursuant to this MOA. Absences will require prior approval by the teacher’s principal/director and use of the appropriate leave. If a make up opportunity is available for a missed session, then the teacher may discuss that option with his/her principal/director.~~
- ~~4. Estimated savings from this change have been redirected to other benefits found in the Association’s collective bargaining agreement with the School District.~~

This Memorandum of Agreement will expire on June 30, 2021.

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

~~Waconia Education Association~~ _____ ~~Waconia Public Schools, ISD No. 110~~

~~Dave Aeling, Chief Negotiator~~ _____ ~~Dana Geller, School Board Chair~~

~~Date~~ _____ ~~Date~~

Memorandum of Agreement
Professional Learning Community (PLC) Lead Assignments and Stipends
2020-2021

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Association”).

~~WHEREAS~~, the School District and the Association have a shared interest to improve the School District’s financial condition; and

~~WHEREAS~~, the School District and the Association have a shared interest in providing benefits that meet the diverse needs of teachers; and

~~WHEREAS~~, the School District and the Association have collaborated on a modification to the PLC Lead assignment and stipend process in an effort to meet their shared interests;

~~NOW THEREFORE~~, be it resolved that the parties agree to the following terms:

1. ~~No PLC Lead assignments will be made or stipends paid during the 2020-2021 school year. Estimated savings from these changes have been redirected to other benefits found in the Association’s collective bargaining agreement with the School District.~~

~~This Memorandum of Agreement will expire on June 30, 2021.~~

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

~~Waconia Education Association~~ _____ ~~Waconia Public Schools, ISD No. 110~~

~~Dave Aeling, Chief Negotiator~~ _____ ~~Dana Geller, School Board Chair~~

~~Date~~ _____ ~~Date~~

Memorandum of Agreement
Retirement Incentive
2019-2021

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Association”).

~~WHEREAS~~, the School District and the Association have a shared interest to improve the School District’s financial condition; and

~~WHEREAS~~, the School District and the Association have a shared interest in providing benefits that meet the needs of teachers; and

~~WHEREAS~~, the School District and the Association have collaborated on a retirement incentive in an effort to meet their shared interests;

~~NOW THEREFORE~~, be it resolved that the parties agree to the following terms:

1. ~~Eligibility for Retirement Incentive.~~ To be eligible for the retirement incentive contained in this MOA, a teacher must meet all of the following requirements:
 - a. ~~Must be full time, defined as a full time equivalency of 1.0, and have completed at least fifteen (15) years of full time continuous service with the School District and be at least fifty three (53) years of age. For the purposes of this MOA, continuous service is defined as continuous years employed in the Waconia Public Schools as a teacher. A year of unpaid leave shall not be counted as a year employed. An approved unpaid leave, however, shall not break a period of otherwise continuous service for the purpose of qualifying for the benefits provided in this MOA.~~
 - b. ~~Must submit an irrevocable written resignation to the Director of Human Resources no later than March 1, 2020 for a retirement at the conclusion of the 2019-2020 school year, or no later than March 1, 2021 for a retirement at the conclusion of the 2020-2021 school year. This MOA shall have no force or effect for any teacher who does not submit an irrevocable written resignation within these time periods. Extenuating circumstances may allow a teacher to provide his/her irrevocable written resignation later than March 1 at the sole discretion of the School District.~~
 - c. ~~Must be paid at the BA+60/MA lane or higher and on Step O through the Career Increment.~~
2. ~~Retirement Incentive Benefits.~~ The benefits of this MOA are as follows:
 - a. ~~An eligible teacher who submits his/her resignation pursuant to the provisions of this MOA shall have \$20,000 deposited into a post-employment HRA/VEBA on his/her behalf. Fifty percent (50%) of this amount will be deposited in the teacher’s post-employment HRA/VEBA account no later than July 31 of the teacher’s retirement year with the remaining fifty percent (50%) deposited no later than the following July 31.~~
 - b. ~~For every eligible teacher that submits his/her irrevocable written resignation by March 1, 2020 for a retirement date at the end of the 2019-2020 school year, step~~

~~advancement will begin one-half month earlier than negotiated for teachers during the 2020-2021 school year.~~

- ~~c. If an eligible teacher retires pursuant to the provisions of this MOA and dies after retirement, but before the full \$20,000 has been deposited into a post-employment HRA/VEBA on his/her behalf, then the balance due shall be paid to the deceased teacher's designated beneficiary as a lump sum cash payment. If the deceased teacher has not designated a beneficiary at the time of his/her death, then the balance due shall be paid to the deceased teacher's estate.~~

~~This Memorandum of Agreement will expire on June 30, 2021.~~

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

~~**Waconia Education Association** _____ **Waconia Public Schools, ISD No. 110**~~

~~_____
Dave Aeling, Chief Negotiator _____ Dana Geller, School Board Chair~~

~~_____
Date _____ Date~~

Memorandum of Agreement

Salary Lane Changes

2019-2021

(This MOA replaces Article IX, Section 4, Subdivision 5 beginning on March 31, 2020 and extending through March 31, 2021)

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Association”).

~~WHEREAS~~, the School District and the Association have a shared interest to improve the School District’s financial condition; and

~~WHEREAS~~, the School District and the Association have a shared interest in providing benefits that meet the diverse needs of teachers; and

~~WHEREAS~~, the School District and the Association have collaborated on a modification to the salary lane advancement process in an effort to meet their shared interests;

~~NOW THEREFORE~~, be it resolved that the parties agree to the following terms:

- ~~1. **No Approval of Salary Lane Changes on March 31, 2020.** No requests for salary lane advancement will be approved for the March 31, 2020 lane change date. Estimated savings from this change have been redirected to other benefits found in the Association’s collective bargaining agreement with the School District.~~
- ~~2. **Only One Lane Change Date in 2020-2021 for Teachers Requesting Advancement to a Post-Master’s Degree Lane.** No requests for salary lane advancement to a post-master’s degree lane will be approved for the August 31, 2020 or December 15, 2020 lane change dates. Teachers may request advancement to a post-master’s degree lane (one lane change of up to fifteen (15) quarter credits) on March 31, 2021.~~

~~This Memorandum of Agreement will expire on June 30, 2021.~~

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

~~Waconia Education Association~~ _____ ~~Waconia Public Schools, ISD No. 110~~

~~Dave Aeling, Chief Negotiator~~ _____ ~~Dana Geller, School Board Chair~~

~~Date~~ _____ ~~Date~~

Memorandum of Agreement
Sick Leave for Personal Leave Exchange
2019-2021

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the "School District") and the Waconia Education Association (hereinafter referred to as the "Association").

~~WHEREAS~~, the School District and the Association have a shared interest to provide benefits that meet the needs of teachers while continuing to serve the instructional needs of students; and

~~WHEREAS~~, the Association has proposed that teachers be given the opportunity to exchange sick leave for personal leave as a way to reduce absenteeism and improve the financial condition of the School District; and

~~WHEREAS~~, the School District and the Association have collaborated on a process to allow eligible teachers to exchange sick leave for personal leave in an effort to meet their shared interests;

~~NOW THEREFORE~~, be it resolved that the parties agree to the following terms:

- ~~1. Teachers who have ninety (90) unused sick leave days or more accrued at the end of the 2019-2020 and/or 2020-2021 school years may exchange two (2) of those days for one (1) personal leave day to be available for use during the subsequent school year.~~
- ~~2. An eligible part-time teacher may exchange unused sick leave days for personal leave days in accordance with this MOA in a prorated amount proportional to his/her employment.~~
- ~~3. Eligible teachers wishing to exchange unused sick leave days pursuant to this MOA must provide notice to the Human Resources Department on or before the last teacher workday.~~
- ~~4. If a teacher elects to exchange unused sick leave days for personal leave days pursuant to this MOA, then his/her total unused sick leave will be reduced in accordance with such election.~~

This Memorandum of Agreement will expire on June 30, 2021.

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

~~Waconia Education Association~~ _____ ~~Waconia Public Schools, ISD No. 110~~

~~Dave Aeling, Chief Negotiator~~ _____ ~~Dana Geller, School Board Chair~~

~~Date~~ _____ ~~Date~~

Memorandum of Agreement
Sick Leave Reimbursement
2019-2021

(This MOA replaces Article XII, Section 2, Subdivision 3 for the term of the 2019-2021 collective bargaining agreement)

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Association”).

~~WHEREAS~~, the School District and the Association have a shared interest to improve the School District’s financial condition; and

~~WHEREAS~~, the School District and the Association have a shared interest in providing benefits that meet the diverse needs of teachers; and

~~WHEREAS~~, the School District and the Association have collaborated on a modification to the sick leave reimbursement process in an effort to meet their shared interests;

~~NOW THEREFORE~~, be it resolved that the parties agree to the following terms:

1. ~~No Sick Leave Reimbursement for the Term of the 2019-2021 Collective Bargaining Agreement.~~ No requests for sick leave reimbursement pursuant to Article XII, section 2, subdivision 3 will be approved for the 2019-2020 and 2020-2021 school years. Estimated savings from this change have been redirected to other benefits found in the Association’s collective bargaining agreement with the School District.

This Memorandum of Agreement will expire on June 30, 2021.

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

~~Waconia Education Association~~ _____ ~~Waconia Public Schools, ISD No. 110~~

Dave Aeling, Chief Negotiator

Dana Geller, School Board Chair

Date

Date

Memorandum of Agreement
Step Advancement on Salary Schedule
2019-2021

(This MOA replaces Article IX, Sections 1-2 and Section 5, Subdivision 2 for the term of the 2019-2021 collective bargaining agreement)

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Association”).

WHEREAS, the School District and the Association have a shared interest to improve the School District’s financial condition; and

WHEREAS, the School District and the Association have a shared interest in providing benefits that meet the diverse needs of teachers; and

WHEREAS, the School District and the Association have collaborated on a modification to the step advancement process in an effort to meet their shared interests;

NOW THEREFORE, be it resolved that the parties agree to the following terms:

1. ~~**Step Movement to Begin in April 2020 for 2019-2020 Collective Bargaining Agreement.**~~ Eligible teachers will advance one (1) step on the salary schedule beginning April 1, 2020. Using a twelve (12) month model, teachers will receive five (5) months of salary based on the higher step during the 2019-2020 contract year (April through August 2020 direct deposits). Direct deposit amounts will be adjusted for teachers paid over ten (10) months to ensure they receive five twelfths (5/12) of their salary based on the higher step. Estimated savings from this change have been redirected to other benefits found in the Association’s collective bargaining agreement with the School District.
2. ~~**Step Movement to Begin in March 2021 for 2020-2021 Collective Bargaining Agreement.**~~ Eligible teachers will advance one (1) step on the salary schedule beginning March 1, 2021. Using a twelve (12) month model, teachers will receive six (6) months of salary based on the higher step during the 2020-2021 contract year (March through August 2021 direct deposits). Direct deposit amounts will be adjusted for teachers paid over ten (10) months to ensure they receive one-half (1/2) of their salary based on the higher step. Estimated savings from this change have been redirected to other benefits found in the Association’s collective bargaining agreement with the School District.

This Memorandum of Agreement will expire on June 30, 2021.

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

~~Waconia Education Association~~ _____ ~~Waconia Public Schools, ISD No. 110~~

~~Dave Aeling, Chief Negotiator~~ _____ ~~Dana Geller, School Board Chair~~

~~Date~~ _____ ~~Date~~

Memorandum of Agreement
Unrequested Leave of Absence
2019-2021

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the "School District") and the Waconia Education Association (hereinafter referred to as the "Association").

~~WHEREAS~~, the School District and the Association are negotiating a collective bargaining agreement for the term of July 1, 2019 through June 30, 2021; and

~~WHEREAS~~, the Association has proposed that a teacher who has acquired continuing contract rights must not be placed on an unrequested leave of absence (ULA) while a Tier 1 or Tier 2 teacher is retained in a position for which the continuing contract teacher has seniority rights; and

~~NOW THEREFORE~~, be it resolved that the parties agree to the following terms:

1. ~~For the term of the July 1, 2019 through June 30, 2021 collective bargaining agreement, no teacher who has acquired continuing contract rights will be placed on ULA while a Tier 1 or Tier 2 teacher is retained in a position for which the continuing contract teacher has seniority rights.~~

~~This Memorandum of Agreement will expire on June 30, 2021.~~

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

~~Waconia Education Association~~ _____ ~~Waconia Public Schools, ISD No. 110~~

~~Dave Aeling, Chief Negotiator~~ _____ ~~Dana Geller, School Board Chair~~

~~Date~~ _____ ~~Date~~

3. **ADJOURNMENT**