

# Master Contract

Between

Independent School District 622

And

North St. Paul-Maplewood-Oakdale  
Education Association  
Affiliated with EM-NEA

For

July 1, 2017 – June 30, 2019



**School District 622**

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

*Ready for tomorrow*

# Table of Contents

ARTICLE I	PURPOSE	1
	Section 1. Parties	1
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
	Section 1. Recognition	1
	Section 2. Appropriate Unit	1
ARTICLE III	SCHOOL BOARD RIGHTS	1
	Section 1. Managerial Rights	1
	Section 2. Management Responsibilities	1
	Section 3. Effect of Rules, Regulation, and Policies	1
	Section 4. Reservation of Managerial Rights	1
ARTICLE IV	ASSOCIATION AND TEACHER RIGHTS	1
	Section 1. Notification	1
	Section 2. Voluntary Dues Check-Off	1
	Section 3. Fair Share	2
	Section 4. District Mail Service	2
	Section 5. School Buildings and Equipment	2
	Section 6. Bulletin Boards	2
	Section 7. Association Representatives	2
	Section 8. Payroll Services	2
	Section 9. Teacher's Retained Rights	2
	Section 10. Necessary Information	2
	Section 11. Personnel Files	2
	Section 12. Day Care	2
	Section 13. Association Release Time	2
ARTICLE V	SCHOOL YEAR AND DAY	3
	Section 1. Calendar	3
	Section 2. New teacher orientation	3
	Section 3. Adjustment Formula	3
	Section 4. Emergency Closings	3
	Section 5. The Basic Day	4
	Section 6. Preparation Time	4
	Section 7. Building Check-Out	4
	Section 8. Faculty Meetings	4
	Section 9. Additional Activities	4
	Section 10. Committees	4
	Section 11. Early Intervention Alliance (EIA)	4
ARTICLE VI	SALARY SCHEDULES AND PLACEMENT	4
	Section 1. Schedules	4
	Section 2. Placement on Schedules	4
	Section 3. Differentials	5
	Section 4. Salary Payment	7
	Section 5. Summer School and Curriculum Writing	7
	Section 6. Extra-Curricular Assignments	7
	Section 7. Extended Time	8
	Section 8. Coaches	8
	Section 9. Interscholastic Athletic Coaching Compensation Plan	9
	Section 10. Middle, School Athletic Coordinator	10
	Section 11. Extra-Curricular Assignments	11
	Section 12. Department, Team Leader and Curricular Chairperson	12

Section 13. Clubs and Activities	12
Section 14. Chaperones and Dramatics Support	12
Section 15. Homebound Instruction	12
Section 16. Substitute Teachers	12
Section 17. IEP Conference Pay	12
Section 18. Adult Education and Adult Basic Education	12
Section 19. Repair Services	12
Section 20. Driver's Education	12
Section 21. Mileage	13
Section 22. Substitute Teachers	13
Section 23. Parent Involvement	13
Section 24. Non-specified hourly rate	13
Section 25. Intern Compensation	13
Section 26. Early Childhood Family Education Teachers (ECFE)	13
ARTICLE VII RETIREMENT	15
Section 1. Retirement Age	15
Section 2. Plan One	15
Section 3. Insurance Coverage for Retirees	16
Section 4. Plan Two- Health and Welfare Savings Plan	16
ARTICLE VIII INSURANCE	17
Section 1. Health Insurance	17
Section 2. Dental Insurance	17
Section 3. Dependent Benefit Coordination	17
Section 4. Long-Term Disability	18
Section 5. Life Insurance	19
Section 6. Wellness Program	19
Section 7. Liability	19
Section 8. Automobile Liability	19
Section 9. Worker's Compensation	19
Section 10. Group Auto Insurance	19
Section 11. Legal Insurance	19
Section 12. Policy Availability	20
Section 13. Tax Deferred Programs	20
Section 14. Disclaimer	20
Section 15. Modifications	20
ARTICLE IX LEAVES OF ABSENCE	20
Section 1. Sick Leave	20
Section 2. Legal Commitments	21
Section 3. Public and Educational Service Commitments	21
Section 4. Religious Leave	21
Section 5. Personal Leave	21
Section 6. Sabbatical Leave	21
Section 7. Military Leave	22
Section 8. Special Leave of Absence	22
Section 9. Teacher Exchange Policy	22
Section 10. Child Care Leave	22
Section 11. Association Leave	23
Section 12. Part-time Teaching Status	23
Section 13. Five Year Leave of Absence	23
Section 14. Declining or Discontinuance of Approved Leaves of Absence	24
Section 15. Exclusion	24
Section 16. Notification of Return	24
Section 17. Return from Unrequested Leave	24

ARTICLE X	ASSIGNMENT AND REASSIGNMENT	24
	Section 1. Applicability of Case Law	24
	Section 2. Assignment	24
	Section 3. Bargaining Unit Vacancies	24
	Section 4. Reassignment Requests	25
	Section 5. Annual Spring Staffing Assignments	25
	Section 6. Exceptions to Seniority	26
	Section 7. Non-bargaining Unit Licensed Vacancies	26
ARTICLE XI	UNREQUESTED LEAVE OF ABSENCE	26
	Section 1. Purpose	26
	Section 2. Consultation	26
	Section 3. Posting	27
	Section 4. Seniority	27
	Section 5. Provisions	27
	Section 6. Reinstatement	27
	Section 7. Continuation of Insurance	28
	Section 8. Concurrent Leaves	28
ARTICLE XII	GRIEVANCE PROCEDURE	28
	Section 1. Definitions	28
	Section 2. Procedure	28
	Section 3. Election of Remedies and Waiver	29
ARTICLE XIII	GENERAL PROVISIONS	29
	Section 1. Individual Contracts	29
	Section 2. Employee Discipline	30
	Section 3. Term and Reopening Negotiations	30
	Section 4. Negotiations	30
	Section 5. Effect and Finality	30
	Section 6. Severability	30
	Section 7. Copies of Contract	30
	Section 8. Meet and Confer	30
	Section 9. Local Meetings/Conferences	30
	Section 10. Drug Testing	30
	Section 11. Teacher Evaluation	30
ARTICLE XIV	DOCUMENT AUTHORIZATION	31
	Appendix A 2017-2018 Salary Schedule	32
	Appendix B 2018-2019 Salary Schedule	33
	Appendix C Teacher Contract	34
	Appendix C-1 ECFE Teacher Contract	35
	Appendix C-2 ECFE Teacher Contract Renewal	36
	Appendix D Senior High Interscholastic Athletic Contract	37
	Appendix D-1 Guidelines for Coaches and Participants Ratios	38
	Appendix E Grievance Report Form	39
	Memorandum of Understanding – Elementary Preparation Time	41
	Memorandum of Understanding – Middle School Coaching Salaries	42
	Memorandum of Understanding – Health Insurance – VEBA Trust	43
	Memorandum of Understanding – Teacher Time Off	44
	Memorandum of Understanding – Itinerant Staffing	46

## **ARTICLE I PURPOSE**

Section 1. Parties: This master contract is entered into between the School Board of Independent School District No. 622, Maplewood, Minnesota, hereinafter referred to as the School Board, and the North St. Paul-Maplewood-Oakdale Education Association, hereinafter referred to as the Association or NSPMOEA, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers during the duration of this Master Contract.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the School Board recognizes the North St. Paul - Maplewood - Oakdale Education Association as the exclusive representative of teachers employed by the School Board of Independent School District No. 622, which exclusive representative shall have those rights and obligations as prescribed by PELRA and as described in the provisions of this Master Contract. The employer shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of an appropriate employee unit except through the exclusive representative if one is certified for that unit or as provided for in PELRA.

Section 2. Appropriate Unit: Teacher shall mean all professional employees of Independent School District No. 622, Maplewood, Minnesota, who are required to be and are certificated or licensed by the State Board of Education, or the State Board of Teaching, and also including school social workers, school nurses, interns, physical therapists and occupational therapists, and including those on approved leaves of absence, excluding the superintendent, assistant superintendents, directors, associate directors, assistant directors, principals, assistant principals, confidential employees, activity directors, Chapter I Coordinator, or any substitute teacher who does not replace an absent teacher for more than 30 working days.

## **ARTICLE III SCHOOL BOARD RIGHTS**

Section 1. Managerial Rights: Except as otherwise provided in this Master Contract and Statutes of the State of Minnesota, the Association recognizes that the School Board has the authority to manage and direct in behalf of the public all the operations and activities of Independent School District No. 622 to the extent authorized by law.

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

Section 3. Effect of Rules, Regulations, and Policies: The Association recognizes that all employees covered by this Master Contract shall perform the teaching and related services as directed by the School Board. The Association recognizes the right of representatives of the School Board to issue regulations and directives to professional staff insofar as such regulations and directives to professional staff are not inconsistent with the terms of this master contract. The Association also recognizes the right of the School Board to adopt policies relating to the professional staff that are not inconsistent with the terms of this master contract. The Association will be afforded the opportunity to discuss any policies being considered by the School District prior to submission to the Board for possible adoption.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved to the School Board herein. All management rights established for the School District by Statute (including those as cited in PELRA) and not abrogated by this Master Contract shall continue to reside in the School District.

## **ARTICLE IV ASSOCIATION AND TEACHER RIGHTS**

Section 1. Notification: An Association designee shall receive copies of all personnel change in status reports, when processed.

Section 2. Voluntary Dues Check-Off: Any teacher may sign and deliver to the School District an assignment form authorizing payroll deduction of Association dues (and other deductions allowed by the School District) as specified in writing by the Association. Such authorization shall be for one full year and continue in effect from year to year unless revoked in writing to the Association and the School District between June 1 and September 1 of any year. Any dispute regarding the deduction of dues shall be solely between the exclusive representative and the teacher involved. Pursuant to such authorization, the School District shall deduct such dues equally beginning with the first paycheck and continuing during the remaining paychecks of the school year. Association dues deducted shall be remitted to the Association's designee within ten days following the issuance of payroll checks, accompanied by alphabetical lists of teachers with itemized deductions.

Section 3. Fair Share: In accordance with PELRA, as amended, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the teacher involved. Upon 30-day notice in writing to the payroll officer of the name of the teacher and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee equally beginning with the first paycheck and continuing during the remaining paychecks of the school year, and will forward such fees to the exclusive representative within ten days following the issuance of paychecks, accompanied by an alphabetical list of teachers with itemized deductions. The exclusive representative agrees to notify the employer promptly whenever a teacher subject to fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such teacher will thereafter be made.

Section 4. District Mail Service: The Association shall have the right to use the district technology and mail services and teacher mail boxes to communicate with teachers including an Association mail box at the District Center.

Section 5. School Buildings and Equipment: The Association shall have the right to reasonable use of school buildings and equipment. Meetings of the Association may be held during the school day in accordance with regulations established by the building principal.

Section 6. Bulletin Boards: The Association shall have the right to post official notices of activities in matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.

Section 7. Association Representatives: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 8. Payroll Services: The District agrees to deduct and transmit teacher-authorized amounts to the St. Paul Postal Employees Credit Union and/or the United Educators Credit Union and other payroll services as provided by this Master Contract. This section applies only to teachers participating prior to July 1, 1999.

Section 9. Teacher's Retained Rights: Nothing contained herein shall be construed to deny or restrict a teacher's rights under Minnesota Laws or other applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere. This section does not incorporate into this contract, by reference, Minnesota Laws or other applicable laws and regulations.

Section 10. Necessary Information: The parties agree that the Association shall receive, upon reasonable notice, information necessary for the Association to exercise its responsibilities as exclusive representative, including a teacher's personnel employment statistics, disciplinary record or information as may be needed for grievance processing.

Section 11. Personnel Files: Pursuant to Minnesota Statutes, as amended, all evaluations and files wherever generated relating to each individual teacher shall be available to each individual teacher or authorized representative upon reasonable notice. The teacher or authorized representative shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. The district is encouraged to continue placing material in the teacher's personnel file on a timely basis. The District will provide the teacher with a copy of any performance-related material placed in the teacher's file on a timely basis. All items entered into the file must be stamped with the date that the material was placed in the file. Teachers may authorize that materials, letters, or evaluations germane to their career be placed in their personnel file. The district must expunge from a teacher's file any material found to be false or inaccurate through the grievance procedure. Whenever any material is to be permanently removed from the personnel file, it shall be forwarded to the teacher.

Section 12. Day Care: The District will provide equal access to District day-care programs for teachers' dependents at the regular rate.

Section 13. Association Release Time: The District shall allow half-time release time for the association president. The half-time assignment or any variation thereto will be determined by mutual consent. The association shall reimburse the District for such time based on teacher replacement costs.

## ARTICLE V SCHOOL YEAR AND DAY

Section 1. Calendar: The salary schedules contained in Appendices A and B are based upon a 194-day school year which shall consist of the following calendar:

175 classroom teaching days	8 holidays comprised of
2 compensatory days (16 hours)	Labor Day
when parent conferences and an	Thanksgiving Day (2 days)
open house are outside	December 25, 2017 & December 24, 2018
the regular work day	New Year's Day
7 Staff Development and preparation days	Presidents' Day
2 days for EM	March 30, 2018 & April 19, 2019
	Memorial Day

At the end of each quarter or trimester there shall be at least one day for preparation, student evaluation, and reporting tasks. The District may schedule District or building in-service activities on such days for up to seven hours, but not more than 3.5 hours on any one day. Up to ten hours of building or District staff development activities may be scheduled on student contact days. Such activities may be scheduled before or after the regular teaching day, but shall not exceed the regular duty day by more than 30 minutes.

Section 2. New Teacher Orientation: Teachers beginning their first year in the District will have the following additions to the calendar:

Subd. 1. Will participate in a one and one-half day orientation scheduled before fall workshop and will receive a \$250.00 stipend and

Subd. 2. Will participate in up to six two-hour meetings during the school year and will be paid according to Article VI (*Salary Schedules and Placement*), Section. 5 (*Summer School and Curriculum Writing*), Subd. 2 (*Curriculum Writing*).

Section 3. Adjustment Formula: The number used for the length of the school year is 194 days. This number shall be used as a basis for a formula to be used for reductions and additions to the teacher's individual salary; contracted yearly salary plus or minus contracted yearly salary divided by 194 times the number of days changed equals total yearly salary. The daily salary for direct student instruction or equivalent professional assignment shall be determined by dividing the basic annual contracted salary, including longevity, by 194. The hourly salary shall be determined by dividing the daily salary by 5. All full pro-rated pay shall be computed on the basis of this formula.

Subd. 1. Any teacher who is regularly teaching or supervising additional time beyond the five hours provided for in Section 5 (*The Basic Day*) below shall have the hourly salary determined on a pro-rata basis. Positions of this nature shall be first offered to properly licensed teachers on unrequested leave, unless such offer would require the re-scheduling of other teachers. Secondly, teachers offered such positions will have the right of refusal with no reprisal. A teacher teaching less than full-time (1.0 FTE) shall receive a reduced FTE contract based on the prorata reduction in time taught.

Subd. 2. Teachers who are assigned an extra 90-minute class (which includes passing time) in a four period block schedule (i.e., normal teaching load of three 90-minute classes or 270 minutes) represents an increase of .333 FTE for the year (90 divided by 270), .083 FTE for the quarter ([90 divided by 270] divided by 4), and .167 FTE for the semester ([90 divided by 270] divided by 2). Thus a teacher on such a block schedule teaching an additional 90-minute class the entire year would be contracted at 1.333 FTE.

Subd. 3. Teachers who are assigned an extra 60-minute class (which includes passing time) in a six-period schedule (i.e., normal teaching load of five 60 minute classes or 300 minutes) represents an increase of .20 FTE for the year (60 divided by 300), .05 FTE for the quarter ([60 divided by 300] divided by 4), and .10 FTE for the semester ([60 divided by 300] divided by 2). Thus a teacher on such a six-period schedule teaching an additional 60-minute class the entire year would be contracted at 1.2 FTE.

Subd. 4. Teachers who are assigned an extra class of approximately 45-47 minutes (exclusive of passing time) in a seven period schedule (i.e., normal teaching load of five 45-47 minute classes or 230 minutes) represents an increase of .20 FTE for the year (46 divided by 230), .05 FTE for the quarter ([46 divided by 230] divided by 4), and .10 FTE ([46 divided by 230] divided by 2). Thus a teacher on such a seven-period schedule teaching an additional period of approximately 46 minutes the entire year would be contracted at 1.2 FTE.

Section 4. Emergency Closings: Subject to approval by the School Board, the school calendar committee in addition to usual calendar content shall also include certain days scheduled as make-up days during which school may be held to compensate for emergency school closings (including closings caused by a strike of another bargaining unit). Teachers shall not suffer loss of pay due to emergency closings. Days shall be made up only if necessary to avoid financial loss to the District. Such make-up days shall be district wide. Upon approval by the Board, the calendar shall be distributed to teachers, parents, and other interested parties.

Section 5. The Basic Day: The school day shall consist of eight hours, including a duty-free lunch of **at least** thirty minutes and five clock hours of direct student instruction, direct student supervision, five minutes of elementary supervision time prior to **and after** the scheduled student day, and student passing time, but not including up to ten minutes of senior high homeroom time. Seven and three fourths hours shall be determined by the respective building principals. Fifteen minutes of such day shall be utilized at the teacher's discretion either before or after the seven and three-fourth's hour time block by giving annual notice to the school principal during the fall workshop. Any additional individual variation requests must be approved by the building principal.

Subd. 1. Teachers who lose preparation time every day due to required travel between buildings and teachers in the Early Intervention Alliance (EIA) Program shall receive in addition to mileage reimbursement, 1% of the BA/0 base salary at the end of the contract period, pro-rated for part-time.

Subd. 2. Student contact time for teachers who are required to travel shall not exceed that for teachers in either building.

Subd. 3. Elementary vocal music and Phy. Ed. Specialists: The student instructional schedule shall not exceed 295 minutes per day and not more than 1440 minutes per week. Travel time between buildings is included in the minutes above.

Subd. 4. Elementary media specialists: The regularly scheduled student instructional time in all-day kindergarten and grades 1-5 shall not exceed 13 hours per week. Additional time for regularly scheduled direct instruction may be assigned by mutual agreement. For each additional half-hour, or portion thereof, per week for the year, compensation shall be 3% of the BA/0 salary.

Section 6. Preparation Time:

Subd. 1. Secondary Teachers: A minimum of five minutes of preparation time shall be provided within the student day for every twenty-five minutes of instruction time. Preparation time shall be provided in one or two uninterrupted blocks during the student day, one of which must be a minimum of 40 minutes, unless modified by mutual consent.

Subd. 2. Elementary teachers: a minimum of five minutes of preparation time shall be provided for every 25 minutes of instruction time in one or two uninterrupted blocks. Elementary teachers shall be provided a minimum of 175 minutes of uninterrupted preparation time per week within the student schedule day. Included in the 175 minutes there shall be a minimum of one 25-minute uninterrupted block per day within the student schedule day unless modified by mutual consent.

Section 7. Building Check-Out: Teachers may check out of the building during preparation time, according to regulations established by the building principal.

Section 8. Faculty Meetings: Every effort will be made to schedule faculty or staff meetings within the basic day.

Section 9. Additional Activities: In addition to the basic school day, teachers will be expected to reasonably participate in school activities for which they are qualified. Such additional activities shall be subject to established compensation plans, as provided for in this master contract.

Section 10. Committees: An effort will be made to schedule, within the regular school day, meetings of committees established to comply with the PER law or any other District or State required committees. An effort will be made to maintain a district master calendar of such meetings.

Section 11. Early Intervention Alliance (EIA): EIA teachers may agree to a modified calendar of not more than 194 days with mutual consent with the District.

## **ARTICLE VI SALARY SCHEDULES AND PLACEMENT**

Section 1. Schedules: All basic salaries of teachers covered by this Master Contract are set forth in Appendices A and B, attached herewith, and are hereby incorporated as part of this master contract.

Section 2. Placement on Schedules: Each teacher shall be placed on the proper step and lane of the salary schedules as set forth in the Appendices in accordance with the following provisions of this Article.

Subd. 1. Credit for Initial Placement on Salary Schedule: Each aggregate year of experience in schools shall be recognized as a year of experience on the salary schedule, not to exceed eight years. Proof of prior experience must be furnished by the teacher. The School District reserves the right to hire teachers above their required step and lane if it is deemed appropriate. The School District is not required to grant experience credit if such credit was not earned within the last twelve (12) years or was earned in a non-public school setting. Effective July 1, 1979, each aggregate year of experience, including substitute service as provided in Section 22 (*Substitute Teachers*) of this Article (*Salary Schedules and Placement*), shall be recognized as a year of experience on the salary schedule. An aggregate year of experience on a part-time basis shall be recognized as a full year of experience. Teachers with 138 duty days or more experience shall receive a full increment. Teachers with 65 to 137 duty days of experience shall receive one-half increment.



Subd. 2. Step Advancement: Teachers including part-time teachers can expect to progress annually from step to step within the proper lane as shown in the salary schedule, subject to Subd. 1 (*Credit for Teaching Experience*), above. Such increment shall not be withheld unless the teacher is notified in writing of the reasons for possible withholding of increment prior to March 1. Unless such performance is corrected thereafter, final action may be taken by the School Board to withhold such increment. The action of withholding an increment shall be for good and sufficient reason subject to the grievance procedure.

Subd. 3. Maintenance of Standings: In order to remain eligible for salary increases as provided on the salary schedule, every teacher shall maintain a valid Minnesota teaching license.

Subd. 4. Lane Placement:

A. Individual contracts will be modified prospectively to reflect qualified lane changes effective upon the date of submission of a transcript or grade report along with a form furnished by the Human Resources Office. A change in degree status requires submission of a transcript or diploma and payment for the degree change shall be retroactive to the date a grade report for such degree was submitted. In any event, teachers are encouraged to file their transcripts with the Human Resources Office as they become available.

B. Credits to be considered applicable on any lane of the salary schedule must be graduate credits relevant to the teaching assignment and earned at an institution accredited by any of the following accrediting agencies: National Council for Accreditation of Teacher Education, New England Association of Schools and Colleges, Middle States Association of Colleges and Schools, North Central Association of Colleges and Schools, Northwest Association of Schools and Colleges, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges. Certain undergraduate credits may be approved in special cases. No more than one course, not in a degree program, with less than a B grade may be used for any one lane change. S grades or pass grades are not affected by this restriction. Exceptions regarding accreditation may be made by the Director of Human Resources.

C. Masters or higher degrees shall be recognized only if relevant to the teaching assignment. Courses taken within the degree program may be submitted for lane change upon completion.

D. For application of credits beyond a degree column, credits must have been taken after receiving the degree.

E. Credits earned by correspondence or through external degree programs which are to be used for lane changes **will require pre-approval and** will receive particular scrutiny by the Director of Human Resources and will be refused if not of traditional academic quality. Any refusal may be appealed to a professional growth committee comprised of 3 teachers appointed by the NSPMOEA president, one principal, the Director of Human Resources and a Superintendent designee.

### Section 3. Differentials:

Subd. 1. Doctor's Degree: The salaries of those teachers with approved Doctor's Degrees will be determined by a one-column extrapolation on the salary schedule.

Subd. 2. Elementary Lead Teacher: Each elementary lead teacher shall be paid \$2049.70 for the first year of the contract and \$2049.70 for the second year of the contract in addition to regular salary. If the lead teacher's responsibilities are substantially changed, the compensation shall be the subject of negotiations.

Subd. 3. Elementary Music Specialists: Elementary music specialists who teach a choir before or after the elementary student school day which exceeds the contractual weekly class assignment shall be compensated according to the extra-curricular schedule in Section 11 or have their student contact time reduced an equitable amount of time.

Subd. 4. School Patrol Coordinator: Each elementary teacher coordinating school patrol shall be paid \$1865.33 for the first year of the contract and \$1865.33 for the second year of the contract in addition to regular salary.

Subd. 5. Teachers of High-Potential Students: Each teacher who applies for and is assigned to the position of teacher of high-potential students, in addition to normal load, and who is not being paid in accordance with Article V (*School Year and Day*), Section 2 (*Adjustment Formula*), when applicable, shall be paid \$46.54 per hour for the first year of this contract and \$46.54 for the second year of this contract. The total hours for each course will be mutually determined in advance by the district coordinator and the teacher. Payment will be received in one check at the conclusion of each course.

Subd. 6. Building Coordinators of High-Potential Students: Each teacher who applies for and is assigned to the position of building coordinator of high-potential students, in addition to normal load, and who is not being paid in accordance with Article V (*School Year and Day*), Section 2 (*Adjustment Formula*), when applicable, shall be paid \$708.64 for the first year of this contract and \$708.64 for the second year of this contract, in addition to the regular salary.

Subd. 7. Vocationally Certified/Licensed Teachers: A teacher who is required by the School District to maintain vocational licensure or who is licensed and is teaching a qualified, reimbursable course shall be paid an amount equal to 20% of the increment appropriate to the teacher's lane for each annual class period taught, payable at the beginning of each semester.

Subd. 8. National Board Certification and Certificate of Clinical Competency: Any teacher who holds a current certification by the National Board of Teaching or a Certificate of Clinical Competency shall be paid an additional \$526.00 per year.

Subd. 9. Elementary Combination Classes: Elementary teachers teaching a combination class shall receive a stipend of \$1192.00 for the first year of this contract and \$1192.00 for the second year of this contract.

Subd. 10. Longevity: For purposes of determining longevity any contractual service including part-time service shall constitute a year of experience. A teacher who becomes qualified for longevity payment after the beginning of a school year shall receive such payments on a pro-rata basis.

Subd. 11. Longevity I: The salary of those teachers who have completed fourteen years of experience, ten of which are cumulative in District 622 shall be increased over the salary schedule amount by **\$3,158.04** for the first year of this contract and **\$3,252.78** for the second year of this contract.

Subd. 12. Longevity II: The salary of those teachers who have completed fifteen, sixteen, seventeen, or eighteen years of experience, ten of which are cumulative in District 622, shall be increased over the salary schedule amount by **\$5,137.31** for the first year of this contract and **\$5,291.43** for the second year of this contract.

Subd. 13. Longevity III: The salary of those teachers who have completed nineteen, twenty, twenty-one or twenty-two years of experience, ten of which are cumulative in District 622, shall be increased over the salary schedule amount by **\$6,636.50** for the first year of this contract and **\$6,835.59** for the second year of this contract.

Subd. 14. Longevity IV: The salary of those teachers who have completed twenty-three or more years of experience, ten of which are cumulative in District 622, shall be increased over the salary schedule amount by **\$8,134.61** for the first year of this contract and **\$8,378.65** for the second year of this contract.

Subd. 15. Longevity V: Teachers shall be entitled to receive a career longevity salary adjustment according to the rules and procedures set forth in the subdivisions following if they were hired prior to the 1986-87 school year have ten years of contracted teaching service in the district, have not less than 15 total years of full-time teaching service or 15 years of allowable service as defined by M.S. 122A.48 and have or will have attained the age of 55 years or have 25 years of more of service in the district.

Subd. 15.1 Teachers may submit a letter of resignation with projected effective date to implement Longevity V by February 1. Effective July 1, 1995, and thereafter, such notice of intent must be in the form of a legally binding and irrevocable letter of resignation not more than five years in advance.

Subd. 15.2 The annual career longevity salary adjustment shall be determined according to the following table where the future worth discount rate for any given year shall be  $1 - (I \times Y - .5 \times I) = D$ , where I is the average annual yield paid on 90 day Treasury Bills as determined at the close of each year preceding the year of implementation, and Y is years of duration, and D is the future worth discount factor.

A	B	C	D	E	F	G	H
	Annual Salary Entitlement Percentage	Current Annualized salary	Service Multiplier	Years of Duration	Enter Result of BxCxD-E but Not Less Than 25% of BxCxD	Future Worth Discount Factor	Career Longevity
_____	_____ x	_____ x	_____ /	_____ =	_____ x	_____ =	_____

Subd. 15.3. Any change in the duration that results or will result in the employee receiving greater payments than entitled to under this provision shall require the employee to repay by payroll deduction the payments received under this provision during the initial year or years of extension, at the undiscounted amount as was provided in Column 'F' above. If any change of duration results or will result in a reduction in annual salary entitlement percentage (Column 'B' above), any additional District overpayment shall be refunded by the employee through payroll deduction at the undiscounted rate as provided in Column 'F' above.

Subd. 15.4. The sum of Column 'F' plus required payroll expenses calculated in Column 'H' cannot exceed the sum of the annual salary percentages utilized in Column 'F' x the reciprocal of Column 'D' x the terminal year figures in Column 'C' + required payroll expenses. Adjustments necessary to implement this subdivision shall be made in accordance with District procedures.

Subd. 16. Webmaster: A webmaster may be hired at each building site. The provisions of Section 6 following (extracurricular assignments) shall apply to webmasters. The webmaster shall be compensated according to the following schedule when the webmaster is not a part of a regular assignment. By mutual consent the webmaster assignment may be in replacement for other regular assignment duties without additional pay.

17-18	Elementary	\$1041.33	18-19	Elementary	\$1041.33
	Middle School	\$1620.19		Middle School	\$1620.19
	High School	\$2315.44		High School	\$2315.44

Section 4. Salary Payment:

Subd. 1. Except as may be modified in Subdivision 3 of this Section, salary checks will be issued twice each month in envelopes on a 19 or 24 pay basis. Once a teacher makes an initial selection of the pay option, that selection will continue year to year unless a written request is received by the payroll department no later than 2 weeks prior to the first pay date of the school year. The paydays will be the 15th and the end of the month. If a payday falls on a holiday, Education Minnesota Convention or non-school day, except summer, checks will be issued and dated on the nearest previous scheduled work day for teachers. The last check of the 19-pay plan will be issued on the last working day of the regular school year. Teachers who choose the 24-pay plan will receive their summer pay checks on or before the last day of scheduled service provided, however, that if the School District anticipates serious cash flow problems, it may postdate summer checks to correspond with the regular pay dates, except that no check may be postdated later than the first regular payday in July. Starting July 1, 2016 all teachers will be placed on 24 pay periods.

Subd. 2. The School District will assist the Association in the establishment of a voluntary bank payment plan that is developed by the Association.

Subd. 3. The School District shall make available direct electronic deposit of payroll.

Subd. 4. Additional salary resulting from assignments or hourly services which are payable in lump sums shall be paid by separate check, or if added to the regular check the amount shall be taxed at the rate applicable for a separate check.

Section 5. Summer School, Special Programs and Curriculum Writing:

Subd. 1. No teacher as a result of doing this work will enhance his or her status, rights, benefits or compensation under the master agreement. Consistent with Article X, Section 3, Subdivision 3, any remuneration for a newly created position serving students and requiring a teaching license shall be set jointly by the Association and the School District prior to filling the position.

Subd. 2. Summer School: Effective 7/1/2013 for any additional or new future summer school programming the school district and the association will meet to determine the pay rate. Summer School shall consist of four hours of teaching and one hour of preparation in the building. The summer school daily rate of pay for the summer of 2018 shall be \$162.51. The summer school daily rate of pay for the summer of 2019 shall be \$162.51. The hourly rate shall be one fourth of the above rate. Summer school teachers may utilize their accumulated sick leave. All summer school teachers shall be employed by written letter of assignment including the amount to be paid. Summer school salary shall be paid on regular pay dates during summer school with the final check to be received no later than the first regular pay date following the close of Summer School.

Subd. 3. Special Programs

Payment for Targeted Services, Credit Recovery, and Young Scholars work either during the school year or during the summer shall be an hourly rate of \$28.00 per hour. These rates will be effective August 26, 2013. Teachers shall also be paid these hourly rates for at least fifteen minutes of preparation time for each hour taught and if pre-approved by a supervisor, time for planning and start up prior to summer programs. Teachers teaching Special Education Extended School Year in the summer will receive \$39.45 per hour. Summer programs teachers may utilize their accumulated sick leave and shall be paid on regular pay dates during the summer.

Subd. 4 Curriculum Writing: Payment for curriculum work of six hours per day shall be \$162.51 for the 2017-18 school year through the summer of 2018 and \$162.51 for the 2018-19 school year and the 2019 Summer Session. The hourly rate shall be one sixth of the above rates. In the event that the teacher involved and the administration agree on the total number of hours involved in a project, the compensation may be based on a project basis.

Section 6. Extra-Curricular Assignments:

Subd. 1. Additional time worked under Article VI (*Salary Schedules and Placement*), Section 3 (*Differentials*), Subd. 4-8, Section 7 (*Extended Time*), 8 (*Coaches*), 9 (*Coaching Compensation Plan*), 10 (*Middle School Athletic Coordinator*), 11 (*Extra Curricular Assignments*), and 12 (*Department and Curricular Chairpersons*) will be in the form of an assignment stated on the teacher's individual contract. Such assignment will be considered severable from the basic teacher contract for the purpose of permitting a teacher or the School Board to terminate the extra assignment portion of the contract by serving written notice of such intent prior to April 1 of the school year preceding the school year in which the service is to be performed. Discontinuance of the extra assignment shall not in itself be considered grounds for termination of the teaching assignment.



Section 9. Interscholastic Athletic Coaching Compensation Plan:

Subd. 1. Assignment to activities involving co-curricular compensation shall be by mutual agreement between the teacher and appropriate administrator in writing on the form provided in Appendix D subject to the provisions stated thereon.

Subd. 2. The co-curricular point system is applicable for high school interscholastic athletics.

Subd. 3. The value of each point will be increased each year by the percentage increase in the base salary schedule, and the value of each point will be .0035 of the base salary (BA Step 0).

Subd. 4. A list of all athletic activities and the total point value of each activity and coach assigned shall be available to the association at the beginning of each school year and each season.

Subd. 5. Any coach hired at the beginning of the season and unable to fulfill contract obligations due to injury or illness will be paid through the entire season at the established point rate.

Subd. 6. All references to activity director approval shall be subject to review and modifications if needed by the building principal.

Subd. 7. The numbers of coaches by sport and level of competition are provided as guides in the Appendix D-1.

Subd. 8. Base points: base points are determined as follows.

a. Coaching Categories	<u>Head coach</u>	<u>Assist/10th</u>	<u>9th</u>
<u>Category 3</u> - basketball, football, hockey, wrestling, gymnastics	40 points	28 points	22 points
<u>Category 2</u> -, swimming, volleyball, baseball, soccer, softball, track	35 points	24.5 points	19.25 points
<u>Category 1</u> – golf, tennis, x-c running, nordic skiing	30 points	21 points	16.5 points

b. The head coach will be given the total amount of the base points he/she has to work with based on the percentages (70/55) and the number of coaches. The head coach can distribute those points to the coaches based on individual responsibilities, with mutual agreement of the coaches involved and the activities director.

c. In the event of a dispute over the experience points awarded to any employee in any activity, it shall be the responsibility of the employee to provide certified evidence of any prior related work experience to qualify for experience points, experience must be at a similar or higher level of competition. The experience points for a co-curricula assignment under this formula shall reflect the experience credit earned prior to each assigned year.

d. Additional points: Head coaches and assistant coaches can earn additional points from experience, unusual practice times, and play-off advancement. Freshman and sophomore coaches can earn additional points from experience, unusual practice times, and playoff advancement if they are directly involved.

Experience			
<u>Years</u>	<u>Points</u>	<u>Years</u>	<u>Points</u>
1	1	7-8	5
2	2	9-12	6
3-4	3	13-16	7
5-6	4	17 +	8

e. Involvement and unusual practice times: up to three additional points may be earned for:

- sports that start before the school calendar year – 2 points
- any sports that practices daily during winter or spring break – 1 point
- direct involvement in a booster club and/or community programs – 1 point

f. Scope/responsibility: The scope/responsibility is the planning and supervision that must be furnished by a coach for a total program. The levels of competition are varsity, junior varsity, b squad, and 9th grade.

Number of coaches being supervised		Number of levels of competitive programs	
<u># of Asst's.</u>	<u>Total Points</u>	<u>Levels of Competition</u>	<u>Points</u>
1	0	2-3	1
2-3	1	4 or more	2
4 or more	2		

g. Playoff advancement: Additional points will be awarded for coaches whose individual player or teams advance past the automatic round of playoffs at a rate of one point per week. Playoff advancement points will be paid at the conclusion of the sport by amendment of this salary schedule.

h. Each high school coach and teacher assigned to co-curricular assignments will be eligible for that respective schools' staff development funds to attend workshops, conferences, or clinics appropriate for the co-curricular assignment.

i. Any district coach directly involved with a participant or participants who are competing in a competition will attend that event at district expense.

Subd. 9. Once a coaching staff is established for a season, the staff will be retained unless student participation declines more than 5 under the minimum provided in Appendix D1. The final decision on the loss of a coach or percentage of a coach's points will be made by the Activity Director.

Subd. 10. By mutual agreement of the head coach and Activity Director, these ratios provided in Appendix D1 may be exceeded only when the quality of the program and safety are not compromised.

Subd. 11. Senior high head coaches who continue in the same head coach position as held during the 2002-2003 school year shall not have their salary reduced in subsequent years due to the computations in this section.

Section 10. Middle School Athletic Coordinator: The Middle School athletic coordinator shall be paid \$2306.00 for the first year of the contract and \$2306.00 for second year of the contract, and will include one period of non-classroom time.

## Section. 11. Extra-Curricular Assignments:

**2017-2018**      **2018-2019**

Sr. High Plays & Musicals Per Play		
Play Director	\$3,934	\$3,934
Asst. Director	\$1,639	\$1,639
Music Director	\$1,639	\$1,639
Pit Orchestra Director	\$1,639	\$1,639
Technical or Set Director	\$1,639	\$1,639
Choreographer	\$1,639	\$1,639
Costume Director	\$877	\$877
Accompanist	\$1,170	\$1,170
Show Choir Choreographer	\$1,170	\$1,170
Sr. High One Act Plays, Per Play		
Play Director	\$1,788	\$1,788
Sr. High Music		
Band per FTE (incl. athl. programs)	\$4,393	\$4,393
Parades, per Parade	\$276	\$276
Choral Music, per choral director per FTE	\$2,925	\$2,925
Pep Band Post Season per Sports Event (Per week after 1st automatic round of playoffs)	\$123	\$123
Show/Swing Choir Director per competition or festival	\$276	\$276
Jazz Ensemble Director, per competition or festival	\$276	\$276
Middle Music		
Jazz Ensemble	\$2,443	\$2,443
Swing Choir	\$2,443	\$2,443
Director of evening performances per performance	\$118	\$118
Elementary Music		
Musical Director per major musical,	\$659	\$659
Musical Support per major musical,	\$220	\$220
Elementary Choir (see Article VI, Sect. 3, Subd. 5)	\$774	\$774
Director of evening performances, per concert	\$118	\$118
Sr. High Annual	\$6,104	\$6,104
Middle School Yearbook	\$2,685	\$2,685
Sr. High Newspaper & Publicity	\$3,482	\$3,482
Middle School Newspaper & Publicity	\$2,443	\$2,443
Speech Activities Director	\$2,713	\$2,713
Asst. Speech Activities Directors	\$1,639	\$1,639
Debate	\$2,713	\$2,713
Asst. Debate	\$1,639	\$1,639
Sr. Cheerleader Advisor	\$3,270	\$3,270
Dance line coach	\$3,270	\$3,270
Math Contest Advisor	\$2,029	\$2,029
Student Council		
Sr. High Advisor	\$3,270	\$3,270
Sr. High Asst.	\$2,136	\$2,136
Middle School Advisor	\$2,443	\$2,443
Sr. High Prom	\$1,154	\$1,154
Sr. High Prom Assist.	\$587	\$587
Sr. High Cultural Exchange (maximum three per high school)	\$2,412	\$2,412
Sr. High Multicultural Advisor	\$2,713	\$2,713
Middle School Multicultural Advisor	\$2,192	\$2,192
Knowledge Bowl	\$2,443	\$2,443
Quiz Bowl	\$1,583	\$1,583
Mock Trial	\$2,713	\$2,713
National Honor Society	\$3,270	\$3,270
National Honor Society Asst.	\$2,136	\$2,136
Science Olympiad	\$1,583	\$1,583
Theater Club	\$1,583	\$1,583
Robotics (High School)	\$2,029	\$2,029
GSA Advisor	\$1,545	\$1,545
Senior Citizen Prom (one per high school)	\$587	\$587

Section 12. Department, Team Leaders, and Curricular Chairpersons: Under position descriptions and regulations established by the Superintendent, chairpersons may be designated for departments, District-wide departments, and curricular areas at the discretion of the School District. Department chairpersons may be given time out of the classroom for the purposes of supervising teachers in the department, planning and coordinating the affairs of the department, curriculum planning, and such other responsibilities as may be assigned by the principal to whom they are responsible. A chairperson's work load including either an increase or decrease in department time may be modified by mutual agreement between the affected department chairperson(s) and the building principal.

Payment will be calculated as follows:

	<u>FTE of Teachers in Department</u>	<u>Amount of Payment</u>
Department Chairs	1 - 3.99	4% of BA-Step 0 Base Salary
	4 - 11.99	5% of BA-Step 0 Base Salary
	12 - and over	6% of BA-Step 0 Base Salary
	<u>Instructional Levels (i.e., Elem., Middle School, High School)</u>	<u>Amount of Payment</u>
Curriculum Chairs*	1 Level	3.0% of BA-Step 0 Base Salary
	2 Levels	3.8% of BA-Step 0 Base Salary
	3 Levels	4.6% of BA-Step 0 Base Salary

\*Curriculum Review/Adoption Year      1% of BA-Step 0 Base Salary on 2015-2016 Salary Schedule (in addition to the above)

Team Leaders	2.5% of BA-Step 0 Base Salary
Elementary Grade Level Chairs	2.5% of BA-Step 0 Base Salary

Section 13. Clubs and Activities: The School District will pay \$19.55 per hour during the first year of this contract and \$19.55 per hour during the second year of this contract for supervision of high school clubs, middle school activities, elementary school activities, elementary athletics, elementary intramural athletics and after school elementary music programs when required by their supervisor.

Section 14. Chaperones and Dramatics Support:

Subd. 1. The School District will pay \$16.91 per hour for the first year of this contract and \$16.91 per hour during the second year of this contract for chaperoning of extra-curricular events and dramatics support activities not referenced in Section 11 (*Extra Curricular Assignments*). The maximum per event shall not exceed 5 hours pay.

Subd. 2. Elementary overnight trips such as overnight camps shall be voluntary and shall be compensated at the rate of \$83.43 per night in the first year of this contract and \$83.43 in the second year of this contract. In addition, an \$83.43 stipend will be paid for planning each trip in the first year of this contract and \$83.43 in the second year of this contract. Such compensation shall be from regular district funds and shall not be from fund-raisers or donations.

Section 15. Homebound Instruction: The School Board shall pay **the teacher's hourly rate including mileage** to teachers of homebound students.

Section 16. Substitute Teachers: Secondary and elementary teachers who agree to substitute on an occasional basis when authorized for another teacher shall be paid at the rate of \$21.14 per hour for the first year of this contract and \$21.14 per hour during second year of this contract. **At the elementary level, if no substitute teacher is available, it may be necessary to split a class of students among other teachers in the building. Teachers will be paid the pro-rated daily substitute rate of pay divided among the teachers in the building who assume supervision.**

Section 17. IEP Conference Pay: The hourly rate of \$25.04 per hour in the first year of this contract and \$25.04 in the second year of this contract shall apply to all teachers who are required by management to participate in Individual Educational Plan (IEP) conferences that extend beyond the regular workday.

Section 18. Adult Education and Adult Basic Education: Adult education and adult basic education teachers who are members of the bargaining unit and for whom such assignment is supplemental and who are not being paid on the salary schedule, will be paid \$25.30 per hour for the first year of this contract and \$25.30 per hour for the second year of this contract. Adult education and adult basic education positions shall be posted.

Section 19. Repair Services: All teachers employed beyond the regular school calendar for purposes of repair of existing equipment, redesigning of facilities, and installation of new equipment shall be paid \$21.98 per hour for the first year of this contract and through the summer of 2018, and \$21.98 per hour during the second year of this contract and through the summer of 2019.

Section 20. Driver's Education: Program coordination, behind-the-wheel and classroom instruction performed outside the teacher's regular school day (eight hours) shall be remunerated at the rate of \$25.26 per hour through the summer of 2018 and \$25.26 per hour through the summer of 2019. The driver education coordinator shall be paid \$3868.00 for the first year of this contract and \$3868.00 for the second year of this contract.



Section 21. Mileage: All certificated staff who may be required to use their own automobiles in the performance of their duties and certificated staff who are assigned to more than one school per day shall be reimbursed for all such travel at the rate allowed by the IRS for all required driving on approved school business. Reimbursement of the new IRS rate will be effective the first of the month following the announcement of the new rate.

Section 22. Substitute Teachers: Any substitute teacher whose employment period spans more than 15 consecutive school calendar days in the same assignment in any school year shall be placed on the salary schedule at BA+0 unless the district elects to place the substitute at a higher step and/or lane. The substitute teacher shall be paid for each duty day (including regular and year-end workshop days) from the first day of employment in this assignment and may purchase medical insurance as specified in Article VIII (Insurance), Sections 1 (Health Insurance) and 2 (Dental Insurance), through payroll deduction. Any substitute teacher whose term of employment is known to be 80 school calendar days or more at the time of employment shall be employed by a written teaching contract which may be designated for substitute service as provided in paragraph 6 in the individual teaching contract attached as Appendix C and shall receive all benefits provided in this Master Contract except probationary teachers shall not be eligible for unrequested leave. A teacher whose term of employment spans 80 school calendar days in any school year in the same assignment shall, after completing that service, be issued a written teaching contract, except that non probationary teachers who complete such eightieth day of service after May 1 shall not be eligible for re-placement on unrequested leave. At the end of the assignment the substitute teacher will be provided with a separation notice which indicates the days taught.

Section 23. Parent Involvement: Teachers accepting assignment for up to two hours as a presenter or participant in a parent involvement meeting concerning Kindergarten registration, or family life education shall be paid a stipend of \$45.16 for the first year of this contract and \$45.16 for the second year of this contract.

Section 24. Non-specified hourly rate: If not specified elsewhere in this contract, the hourly rate of pay shall be the daily rate of pay divided by 8.

Section 25. Intern Compensation: An intern participating in a recognized graduate-level institutional intern training program and employed by the district to fill a position for which the intern is properly licensed for a period of one school year or less shall be paid 50% of the BA-Step 0 base salary. The intern shall be entitled to receive, for the period of actual employment, individual health insurance coverage under terms identical to those provided other regular contracted teachers. The intern may purchase family coverage through payroll deduction. Interns shall not be eligible for other benefits specified in Article VIII (*Insurance*) of this agreement, with the exception of those mandated by law.

Section 26. Early Childhood Family Education Teachers (ECFE):

Subd. 1. The provisions of this Article apply to ECFE teachers who are included by law in the bargaining unit. All the provisions of this master contract shall apply to ECFE teachers except Article V (*School Year and Day*), Sections 1 (*Calendar*), 2 (*New Teacher Orientation*), 5 (*Adjustment Formula*), 4 (*The Basic Day*); Article VI (*Salary Schedules and Placement*), Section 1 (*Schedules*); and Article X (*Assignment and Reassignment*), Sections 2 (*Assignment*) and 5 (*Annual Spring Staffing Assignments*).

Subd. 2. The language of Article VII (*Retirement*) and Article VIII (*Insurance*) apply with the following modifications:

A. Any ECFE teacher's annual contract must be a minimum of .65 FTE (.75 FTE effective July 1, 1998) to be eligible to receive all fringe benefits.

B. Effective until June 30, 1998, any ECFE teacher whose contract is less than .65 FTE but greater than .49 FTE shall receive monthly District contributions for District-provided health and vision benefits not to exceed an amount produced by multiplying their FTE times the amount listed in Article VIII (*Insurance*), Section 1 (*Retirement Age*). Effective July 1, 1998, the provisions of Article VIII (*Insurance*), Section 1 (*Retirement Age*) shall apply.

Subd. 3. The language of Article IX (*Leaves of Absence*) applies with the following modifications: The word 'day' for ECFE teachers is defined as the average number of hours worked per week divided by 5 and to be used on an hourly basis; the annual sick leave is credited twelve days. Sick leave shall accumulate to a maximum of 280 days, which is equivalent to 2100 hours. The pay for an ECFE teacher using Unspecified Leave shall be reduced by an amount equal to the current hourly rate of pay for ECFE substitute teachers (See Article VI, Section 16).

Subd. 4. The provisions of Article XI (*Unrequested Leaves of Absence*) shall apply fully with the modification that the Article is applied separately to K-12 and ECFE teachers. K-12 teachers and ECFE teachers may not displace each other through the use of their respective seniority.

Subd. 5. The holidays listed in Article V (*School Year and Day*), Section 1 (*Schedules*), shall be paid holidays only when they fall within the ECFE work year.

Subd. 6. Assignment of classes within the ECFE program will follow established procedures as described in the staff manual. Such procedures shall be mutually developed by the ECFE coordinators and ECFE teachers selected by the ECFE teachers. Scheduling of staff shall provide greatest job protection and selection to the more senior staff. Such employee protection and selection shall be based on seniority, except that mutually determined consideration based on program need may be allowed.

Subd. 7. Assignments at other sites shall not adversely affect a teacher's contract rights, including benefits and seniority, if District 622 is processing the pay for such services.

Subd. 8. Hourly rates of pay for ECFE teachers shall be as follows: (Based on the salary schedule and a multiplier of .00070.

2017-2018 Hourly Rates						2018-2019 Hourly Rates					
Step	BA	BA+15	BA+30	BA+45	MA	Step	BA	BA+15	BA+30	BA+45	MA
0	\$26.63	\$27.49	\$28.37	\$29.23	\$30.10	0	\$27.43	\$28.31	\$29.22	\$30.11	\$31.00
0.5	\$27.10	\$28.01	\$28.92	\$29.84	\$30.76	0.5	\$27.91	\$28.85	\$29.79	\$30.74	\$31.68
1	\$27.56	\$28.52	\$29.48	\$30.44	\$31.39	1	\$28.39	\$29.38	\$30.36	\$31.35	\$32.33
1.5	\$28.04	\$29.04	\$30.05	\$31.04	\$32.05	1.5	\$28.88	\$29.91	\$30.95	\$31.97	\$33.01
2	\$28.50	\$29.55	\$30.60	\$31.64	\$32.69	2	\$29.36	\$30.44	\$31.52	\$32.59	\$33.67
2.5	\$28.97	\$30.07	\$31.16	\$32.25	\$33.34	2.5	\$29.84	\$30.97	\$32.09	\$33.22	\$34.34
3	\$29.45	\$30.58	\$31.71	\$32.85	\$33.99	3	\$30.33	\$31.50	\$32.66	\$33.84	\$35.01
3.5	\$29.91	\$31.10	\$32.27	\$33.45	\$34.64	3.5	\$30.81	\$32.03	\$33.24	\$34.45	\$35.68
4	\$30.39	\$31.61	\$32.84	\$34.06	\$35.29	4	\$31.30	\$32.56	\$33.83	\$35.08	\$36.35
4.5	\$30.85	\$32.12	\$33.39	\$34.66	\$35.93	4.5	\$31.78	\$33.08	\$34.39	\$35.70	\$37.01
5	\$31.31	\$32.63	\$33.95	\$35.26	\$36.58	5	\$32.25	\$33.61	\$34.97	\$36.32	\$37.68
5.5	\$31.79	\$33.15	\$34.51	\$35.86	\$37.22	5.5	\$32.74	\$34.14	\$35.55	\$36.94	\$38.34
6	\$32.25	\$33.66	\$35.06	\$36.46	\$37.87	6	\$33.22	\$34.67	\$36.11	\$37.55	\$39.01
6.5	\$32.72	\$34.17	\$35.62	\$37.07	\$38.51	6.5	\$33.70	\$35.20	\$36.69	\$38.18	\$39.67
7	\$33.19	\$34.68	\$36.17	\$37.67	\$39.16	7	\$34.19	\$35.72	\$37.26	\$38.80	\$40.33
7.5	\$33.66	\$35.20	\$36.73	\$38.26	\$39.80	7.5	\$34.67	\$36.26	\$37.83	\$39.41	\$40.99
8	\$34.12	\$35.71	\$37.29	\$38.86	\$40.46	8	\$35.14	\$36.78	\$38.41	\$40.03	\$41.67
8.5	\$34.59	\$36.21	\$37.84	\$39.47	\$41.10	8.5	\$35.63	\$37.30	\$38.98	\$40.65	\$42.33
9	\$35.06	\$36.73	\$38.40	\$40.07	\$41.74	9	\$36.11	\$37.83	\$39.55	\$41.27	\$42.99
9.5	\$35.52	\$37.24	\$38.95	\$40.66	\$42.38	9.5	\$36.59	\$38.36	\$40.12	\$41.88	\$43.65
10	\$35.99	\$37.75	\$39.51	\$41.27	\$43.02	10	\$37.07	\$38.88	\$40.70	\$42.51	\$44.31

Subd. 9. The calculation method described below shall be used for determining the FTE for any specific ECFE teacher for the purpose of establishing benefit provisions and any other matters contained in the teacher master agreement: Total annual hours divided by 1,372=FTE.

The following table shows three examples of ECFE total hours worked in the year and resulting FTE:

TOTAL ANNUAL HOURS	FTE
686	.50
892	.65
1,029	.75

This calculation method is based on the premise that a full-time 1.0 FTE teacher works 1,372.5 hours per year (7.5 hrs/day X 183 days [excludes all holidays and EM days not accorded ECFE teachers]).

Subd. 10. After three (3) consecutive annual increases in regular class assignment, an ECFE teacher's entitlement becomes the average level of regular class assignments in that three year period. A new teacher's entitlement will be established after the third consecutive year of teaching.

Subd. 11. Additional or extra assignments which are added after 7-1-98 and are listed separately on the annual ECFE teacher assignment sheet do not enhance the teacher's FTE entitlement for future employment.

Subd. 12. ECFE teachers who travel during the same day to different ECFE teaching locations shall be reimbursed for such travel as follows:

COMBINATION	REIMBURSEMENT
Morning & afternoon classes	Mileage paid
Afternoon & evening classes	Mileage paid
Morning & evening classes	Mileage not paid

Mileage reimbursement will be paid at the rate authorized by the teacher master agreement and will apply only to most direct mileage between teaching locations. Mileage from or to home or to/from other non-ECFE work locations are excluded.

Subd. 13. Announcement of additional opportunities for ECFE assignments will be made known to employees in a timely manner by posting at ECFE sites and copies of the posting to the association and ECFE employees on leave of absence.

Subd. 14. If a contracted ECFE teacher's assigned class(es) is canceled before the start of the class, the teacher shall have the right to displace the least senior ECFE teacher with hours that are equivalent to their initial assignment. This process shall continue until all displaced teachers have replaced less senior teachers with assigned hours equivalent to their initial assignment. If no displacement is possible the teacher(s) who has not acquired hours equivalent to their initial assignment will have the right to bid on the basis of their seniority for new classes and/or work assignments. A teacher who has a class canceled after the start of the class will have the right to bid on the basis of their seniority for new classes and/or work assignment and shall not see their compensation reduced as a result of the late cancellation.

Subd. 15. The school district will issue an ECFE teacher contract (appendix C-1) as provided by the teacher master agreement upon initial employment as an ECFE teacher, and will use the assignment form as attached (appendix C-2) for all subsequent ECFE employment. Seniority dates will still be calculated according to a teachers first session day of scheduled service as an early childhood teacher. This contract shall be subject to the master contract between the school district and the exclusive representative and all other applicable laws.

Subd. 16. The following language shall control the entitlements and assignments of ECFE teachers:

Entitlement hours include teaching time during the regular school year, specialist duty time during the regular school year, and specialist duty time during the summer. Teaching time during the summer is excluded from entitlement hours.

Teaching time includes assigned class hours, preparation time, in-service time, and staff development activity time.

The basic program year for ECFE staff is up to 34 weeks of programming based on specific class assignments. Entitlement will be calculated based on weekly class assignment hours (including preparation time) times the specific number of program weeks plus an annual allocation of hours for meetings, in-services and staff development activities. Additional hours allocated for any specific program will also be added at the initial class selection process. Staff not meeting their entitlement hours will be treated as if placed on unrequested leave for four years for the hours remaining in their entitlement. If the district is unable to offer full entitlement hours, the unrequested leave provision will run for five years.

ECFE Instructor/Full-time staff will be assigned up to 1.0 (or more) FTE based on the 183 day calendar with the understanding that hours can be extended, by mutual agreement, into the remainder of the calendar year in order to meet the needs of the program. Additional hours may be assigned as needed.

## **ARTICLE VII RETIREMENT**

Section 1. Retirement Age: Mandatory retirement age shall be determined by applicable state or federal statute.

Section 2. Plan One: Severance pay shall be available to teachers electing termination of services in the district and withdrawing from active teaching service who have been employed by regular contract and performed services prior to July 1, 1986 and who meet one of the following set of conditions: (1) have ten years of contracted teaching service in the district, have not less than 15 total years of full-time teaching service or 15 years of allowable service as defined in M.S. 122A.48 and have attained the age of 55 years at the time of retirement is effected; (2) have 25 years or more of service in this district; (3) have not less than 30 years of full-time teaching or 30 years of allowable service as defined in M. S. 122A.48. Teachers with less than 15 years' full-time experience and part-time teachers should refer to subd. 7 for eligibility determination.

Subd. 1. Teachers otherwise eligible under this section shall receive upon retirement, as retirement pay, an amount representing 7 days of pay for each year of employment in this school district, but not to exceed a total of 100 days pay.

Subd. 2. In addition to that retirement pay provided in Subd. 1, a teacher shall be eligible to receive additional retirement pay upon retirement an amount obtained by taking 100% of unused sick leave days, but in any event not to exceed 94 days pay. The combination of days allowed under Subdivisions 1 and 2 shall not exceed 194 days. Any teacher with 25 or more years of service in this district shall be eligible for the full 194 days' pay, without regard to sick leave accumulation.

Subd. 3. In applying the provisions of this section, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule, including longevity I-IV, for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment, Longevity V, or other extra compensation.

Subd. 4. The total payment shall be made to one or more of the teacher's designated IRS approved plans such as 401a, 403b, 457 account(s) in accordance with Federal requirements. Severance payment shall not exceed the sum of the salary percentages, not utilized in other contract provisions. If after termination of employment, the teacher dies, before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Subd. 5. This section shall not apply to any teacher who is discharged for cause by the School District.

Subd. 6. Eligibility for Teachers on Leave: The provisions of this Section shall be available to teachers on leaves of absences and shall be calculated on the basis of their most recent contractual services except as may be modified by Subdivision 8 following.

Subd. 7. Part-time Teacher Eligibility: Part-time teachers who have taught full-time for at least 15 years, 10 years of which are in the School District, shall receive full payments and benefits specified in Section 3 (*Insurance Coverage for Retirees*) as if they were teaching full-time at the time of severance of employment. Teachers not eligible under the opening paragraph of Section 2 (*Plan One*), and not qualifying under the preceding sentence, and having part-time experience, who have attained the age of 55 years and have at least 15 years of service, 10 of which are in the district, shall be eligible for payments under Section 2 (*Plan One*) of this Article to be determined by proration of full-time payments based on the average percent of the 15 highest years of contract appointment (FTE). If such average is less than 50 percent, no payments shall be made. Benefits as provided in Section 3 (*Insurance Coverage for Retirees*) shall be in full unless the average FTE is less than 50 percent, in which case no benefits shall be provided.

Subd. 8. Matching contribution eligibility and offset: The school district will contribute 3.5% of salary per pay period for the first year of this contract and 3.5% of salary for the second year of this contract to a state-approved tax-deferred matching contribution plan (provided at least five employees participate) for each teacher as permitted by Minnesota Statutes, except hourly teachers of less than .5 FTE, subject to the provisions of this section, who also authorize such reduction per pay period payable to the plan. A teacher's salary is defined as the basic salary schedule including Longevity I-IV and differentials, Subdivisions 1-3, but shall not include any additional compensation for extracurricular activities, extended employment, Longevity V, or other extra compensation. Upon receipt of district-required authorization forms, contributions will be effective with the next accessible paycheck. The full amount of the school district contribution and the net investment return from that contribution shall be deducted from any subsequent retirement pay. As a condition for participation in the matching contribution program and the retirement pay plan, teachers shall agree to maintain all contributions and investment returns on their contributions in a separate account established exclusively for this purpose. Participants also agree to provide the school district with sufficient documentation from the plan or its successor to establish the net investment return on the school district's matching contributions received by the teacher during the period of employment. Participation in this program precludes current or future participation in longevity V.

### Section 3. Insurance Coverage for Retirees:

Subd. 1. The School District agrees to provide insurance benefits to teachers who have been employed by regular contract and performed services under that contract prior to July 1, 1986, according to Article VIII (*Insurance*), Section 1 (*Health Insurance*), 2 (*Dental Insurance*), 3 (*Dependent Benefit Coordination*), and 5 (*Life Insurance*), including any amendments thereto, and subject to Subd. 2, 3, 4, and 5 following to teachers who retire under the provisions of the opening paragraph of Section 2 (*Plan One*) of this Article. Such benefits shall commence in accordance with TRA eligibility and shall continue for 13 years for employees retiring on or after July 1, 1991. Teachers who take a Five Year Leave of Absence under Article IX (Leaves of Absence), Section 13, (Five Year Leaves of Absence) and who wish to retire while on leave will be eligible for severance pay, but time spent on the Five Year Leave of Absence will be subtracted from the teacher's thirteen years of coverage under Article VII, Section 3, Subd. 1. Those returning from such leave who are working less than a full school year preceding retirement, will also have time spent on the Five Year Leave of absence subtracted from their thirteen years of coverage under Article VII, Section 3, Subd. 1

Subd. 2. Primary Coverage: If a retiree obtains employment with an employer other than the School District and such retiree is covered by a group medical-hospital insurance plan or HMO, such coverage shall be considered primary.

Subd. 3. Non-Duplication with Medicare: If the retiree or retiree's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible services or supplies paid by Medicare Parts A or B, even though the retiree does not enroll in Medicare or waives or fails to claim Medical Benefits the Service Plan will reduce the amount furnished under this Contract so that the total amount paid under this Contract and Medicare or what is estimated to be paid under Medicare does not exceed the benefits provided by the plan.

Subd. 4. Extended Benefits: Teachers who have not utilized dependent medical coverage for the last 20 years immediately preceding retirement shall be eligible to have their coverage at the time of retirement continued for an additional five years beyond that specified in Subd. 1 above.

Subd. 5. Medicare Coordination: The retiree may elect to continue coverage under the guaranteed issue conversion plan normally offered by the carrier, at the retiree's expense when the District's commitment under Subd. 1 & 4 above expires.

### Section 4. Plan Two - Health and Welfare Savings Plan: Effective January 1, 1990, this section replaces Article VII (*Retirement*), Section 3 (*Insurance Coverage for Retirees*) of the 1987-1989 Teacher Master Agreement. Teachers initially employed or employed after a break in service by regular contract and who performed services after July 1, 1986, shall be entitled to the following:

Subd. 1. The school district will contribute 3.5% of salary per pay period for the first year of this contract and 3.5% of salary for the second year of this contract to a state-approved tax-deferred matching contribution plan for each teacher as permitted by Minnesota Statutes, subject to the provisions of this section, who also authorize such reduction per pay period payable to the plan. A teacher's

salary is defined as the basic salary schedule including Longevity I-IV and differentials, Subdivisions 1-3, but shall not include any additional compensation for extracurricular activities, extended employment, Longevity V, or other extra compensation.

Subd. 2. The contributions to this plan are in lieu of the provisions of Section 2 (*Plan One*) and 3 (*Insurance Coverage for Retirees*) above.

Subd. 2.5. The school district will establish a post-retirement health care (PRHC) savings account for teachers covered under this section who use four or less sick leave days per school year. At the end of each school year the district will convert sick leave days to cash at the current substitute daily pay rate and the following conditions. The district shall use the sick leave balance as of the end of each school year. The district shall contribute the above amount to the teacher's PRHC savings account for each teacher whose accumulated sick leave account has 40 or more but less than 60 days, the district contribution will be based upon 1 day; when the accumulation of sick days reaches 60, the contribution shall be based upon 2 days; when the accumulation of sick days reaches 80, the contribution shall be based upon 3 days. At the end of each school year, the sick leave balance for each teacher shall be reduced by the number of sick days that have been converted to cash

Subd. 3. The School District reserves the right to limit the vendors of tax deferred programs to those who agree to requirements which meet Federal and State compliance regulations for such plans. Vendors will be given a ninety-day notice to produce evidence of such compliance with regulations. At the end of this ninety-day period, the District will discontinue withholding employees' funds and subsequent transfer of funds to vendors not in compliance.

## **ARTICLE VIII INSURANCE**

Any teacher whose annual contract provides for the equivalent of 0.5 or more service and whose pay is based on the salary schedule shall receive all fringe benefits provided by this Master Contract. These benefits shall apply to teachers, including spouses and dependents commence on the first day of scheduled service and continue through the following August. District contribution toward fringe benefits for a teacher whose employment relationship with the district is legally severed shall cease effective the first of the month following such separation. Effective with the signing of this agreement, the District shall continue to provide health insurance benefits for dependents of a deceased teacher for a period of one year after such teacher's death. The surviving spouse may continue health coverage after the first year by paying the premiums to the School District as provided by law.

Section 1. Health Insurance: The School District will purchase an employee health benefits plan providing medical-surgical-hospitalization, and vision care coverage for each eligible teacher. Any plan design modifications are subject to review by the School District 622 Insurance Advisory Committee, applicable Minnesota statutes and the collective bargaining process. Family coverage will be made available to any teacher who has a spouse, legal dependents or both. All claims are the responsibility of the carrier. In the event there is a change in carrier, there shall be no change in benefits. Waiver of premium for health insurance will continue while receiving insurance benefits under Article VIII, section 4. For those teachers hired after 1986, the duration of the waiver of premium shall continue for the greatest number of years provided in the regulations utilized in Article VIII, section 4.

The district's monthly contribution for the Health Benefits and Vision Services Plans shall not exceed \$629.72 per month for individual coverage and \$1478.16 for family coverage for the first year of this contract; and shall not exceed \$636.02 per month for individual and \$1492.94 per month for family coverage for the second year of this contract. Any premium cost not covered by the district contribution shall be borne by payroll deduction. All employees hired between July 1, 1995 and June 30, 1998 whose contract is less than .65 FTE but greater than .49 FTE shall receive monthly district contributions for district-provided health and vision benefits not to exceed an amount produced by multiplying their FTE times the amount shown above. All employees hired on or after July 1, 1998 whose contract is less than .75 FTE but greater than .49 FTE shall receive monthly district contributions for district-provided health and vision benefits not to exceed an amount produced by multiplying their FTE times the amount shown above. Employees hired between July 1, 1995 and June 30, 1998 who voluntarily reduce their contract to less than .65 FTE but greater than .49 FTE shall receive monthly district contributions on the basis as stated above. After July 1, 1998 any employee who voluntarily reduces their contract to less than .75 FTE but greater than .49 FTE shall receive monthly district contributions on the basis as stated above.

Section 2. Dental Insurance: The School District will purchase dental insurance for each eligible teacher (and dependents) including waiver of premium when totally disabled. Waiver of premium for dental insurance will continue while receiving insurance benefits under Article VIII, section 4. For those teachers hired after 1986, the duration of the waiver of premium shall continue for the greatest number of years provided in the regulations utilized in section 4 of this article. All claims are the responsibility of the carrier. Coverage shall be as described in the insurance contract with Delta Dental Plan dated and effective July 2001. Preauthorized oral surgery, including anesthesiologist services, shall be paid in full and shall be coordinated with the medical services plan. Waiver of premium for dental insurance will continue while receiving insurance benefits under Article VIII, section 4. For those teachers hired after 1986, the duration of the waiver of premium shall continue for the greatest number of years provided in the regulations utilized in Article VIII, section 4.

Section 3. Dependent Benefit Coordination:

An employee with a dependent is eligible for coverage of the dependent provided the dependent is not an employee of another employer receiving

insurance benefits from said employer as follows: a) cash instead of health insurance, or b) some type of credit toward the purchase of some other employee benefit instead of health insurance, or c) cash in addition to selecting health insurance with a deductible of \$750.00 or more instead of a plan with a smaller deductible.

The following subdivisions will be administered in accordance with applicable rules and regulations governing coordination of benefits and shall apply to active employees, retired employees, and dependents.

Subd. 1. If the dependent's employer pays less than 80% of the single premium, the dependent is eligible for primary coverage under the District 622 Plan. The District 622 Medical Plan provider shall coordinate benefits so that the total amount paid shall not exceed the benefits covered by the plan.

Subd. 2. The employee's dependent is restricted to secondary coverage under the District 622 Plan when:

A) the dependent's employer pays at least 80% of the premium, and,

B) the dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by Medicare parts A and B or the dependent's employer provided insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan. The District 622 Medical Plan provider shall coordinate benefits so that the total amount paid shall not exceed the benefits covered by the plan.

Section 4. Long-Term Disability: The School District will purchase long-term disability insurance for each teacher. The coverage shall include the following provisions:

Subd. 1. When a teacher is totally disabled, this plan will pay (less any other income at the initial rate provided through Worker's Compensation, Social Security, etc., excepting such payments made to dependents and excepting privately purchased individual income replacement plans, as outlined in the insurance policy) the teacher an income according to the following subdivisions providing the totally disabled teacher is under the regular care of a legally qualified physician as a result of accidental bodily injuries or sickness occurring on or off the job.

Subd. 2. Benefits begin after 32 consecutive working days of total disability. At this time, the teacher has the option of continuing to utilize sick leave or to take advantage of long term disability (LTD) insurance. If the LTD option is selected, any remaining sick leave may be utilized on a prorated basis, provided that the combined benefits do not exceed 100% of daily salary. Total disability is considered to be when the teacher is unable to perform each and every duty of the teacher's occupation. However, if the disability continues for more than 24 months, total disability for the purpose of further payment of benefits, shall mean that the teacher is unable to engage in any and every occupation or business for compensation or profit, for which the teacher is reasonably fitted by education, training or experience. Such disability benefits shall continue for the duration of the disability in accordance with applicable state and federal regulations.

Subd. 3. The amount of the monthly income benefits shall, except as modified in Subd. 2 above, be equal to 70% of 1/194 of annual earnings including longevity times the number of working days per month (exclusive of over-time, bonus or additional compensation) in effect immediately prior to the cessation of active employment because of disability. Effective February 1, 2010, extended time for Guidance Counselors and Deans will be included in annual earnings. When a teacher receives benefits from or before December to the following December, then the following year's benefits shall be paid by dividing the annual earnings by twelve to provide twelve equal monthly paychecks.

Subd. 4. In no event may income benefits exceed \$60,000 per year except as provided under the cost of living increase defined below.

Subd. 5. The monthly benefit paid to any member disabled prior to January 1 shall be adjusted upward effective January 1 on each year if the revised Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics (BLS) for the City of Minneapolis, Minnesota is increased. The total maximum monthly benefits paid to any member shall be increased 1% for each point increase per annum as recorded by BLS for the City of Minneapolis as of January 15, for the year in which the computation is made to a maximum of 6% per annum. For all purposes of this computation, a fractional point increase shall be disregarded if less than one-half point and treated as one full point if one-half point, or more. The cost of living provision shall continue when there is a change in carrier.

Subd. 6. The payment of premium for a protected person is required during the 32 working day waiting period, following the date disability commenced. Thereafter, premiums shall be waived and such waiver shall continue during the period of disability for which such protected person is entitled to receive benefits.

Subd. 7. From the date of disability, the School District will continue its contribution for hospital-medical and dental insurance for a period not to exceed 12 months if such coverage is not provided through waiver of premium. Disabled employees may continue as a member of the group at their own expense, subject to restrictions of the carrier.

Subd. 8. In the event the teacher is on a sabbatical leave and becomes disabled, benefits shall be based on sabbatical salary. If the employee remains disabled at the close of the leave, benefits shall be based on the salary received the year preceding the sabbatical leave.

Subd. 9. Continuation of LTD coverage shall be available to employees on education leave of not more than 60 months provided the premiums are paid by the employee. Such premium and benefits will be based on the salary preceding the leave and will be effective on the date work is intended to resume following the end of the leave.

Subd. 10. Continuation of LTD coverage shall be available to employees on non-educational leave of not more than 60 months, provided the premiums are paid by the employees. Such premium and benefits will be based on the salary preceding the leave. The disability benefit waiting period will commence on the date work is intended to resume following the end of the leave. If an earlier return to work date is in compliance with this master contract and state statute, benefits will not be paid unless the return to work date is established prior to commencement of the disability. Conditions resulting from accident or illness while on leave and prior to the date of the request for an earlier-than-intended return to work would be considered a Pre-Existing Conditions Limitation. Therefore benefits will not be paid for conditions resulting from an accident or illness that exists on the date an earlier-than-intended return to work date is requested, however, benefits will be paid if such disability continues to exist on the originally intended return to work date and the elimination period is satisfied following the originally intended return to work date.

Subd. 11. A teacher who becomes eligible for LTD benefits under this plan and this master contract shall not be eligible for subsequent negotiated improvements during the same period of disability. (See Article IX, Sect. 1, Subd. 4 & 5)

#### Section 5. Life Insurance:

Subd. 1. The School District will provide life insurance in the amount of 2 times annual salary, including longevity, rounded to the nearest thousand for each teacher. Such amount will be adjusted only at the beginning of each school year. The teacher may authorize the purchase through payroll deduction of that portion of the district provided plan which exceeds the IRS tax-free limit, or may choose to decline coverage that is in excess of \$50,000. Each policy shall contain a provision for double indemnity in the case of accidental death, benefits in case of dismemberment and waiver of premium when totally disabled. Waiver of premium for term life insurance will continue while receiving insurance benefits under Article VIII, section 4. For those teachers hired after 1986, the duration of the waiver of premium for term life insurance shall continue for the greatest number of years provided in the regulations utilized in Article VIII, section 4.

Subd. 2. Each teacher may purchase additional supplemental life insurance through payroll deduction at the group rate either 2 or 3 times the annual salary, including longevity, rounded to the nearest thousand, or \$10,000 provided 50% of the teachers participate. If less than 50% participate, then evidence of insurability shall be required. Life insurance benefits, not to exceed \$10,000 per person for dependents shall be made available through payroll deduction under this subdivision. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment, and waiver of premium when totally disabled.

Section 6. Wellness Program: The School District shall provide a Wellness Program funded according to this settlement's cost allocation. The parties shall meet and confer regarding implementation of a Wellness Program.

Section 7. Liability: The School District shall purchase a minimum liability insurance policy on all district employees as provided by Minnesota Statutes.

Section 8. Automobile Liability: The School District shall continue to provide supplemental automobile liability insurance covering all teachers required by the School District to use their automobiles on school district business. If such coverage is not provided, teachers will not be required to use personal automobiles for school district business.

Section 9. Workers' Compensation: The School District shall purchase workers' compensation insurance for all teachers of the district. Employees shall be liable for late reporting fines assessed against the School District if such fine is the result of the employee's failure to report an injury in a timely manner to the School District.

Section 10. Group Auto Insurance: The School District shall provide payroll deduction for an Association-developed Group Auto Insurance Program.

Section 11. Legal Insurance: The School District shall purchase a pre-paid group legal insurance plan for all eligible teachers and their dependents. The coverage shall consist of the following:

Subd. 1. Advice and Consultation: Unlimited access for all cases. Paid in full, usual and customary.

Subd. 2. Office Work: 10 hours per case. Paid in full, usual and customary.

Subd. 3. Defense Representations: 10 hours per case. Paid in full, usual and customary.

Subd. 4. Plaintiff Actions: 10 hours per case. Paid in full, usual and customary subject to \$100 per case deductible.

Subd. 5. Litigation Expense: Paid in full to a maximum of \$2,500 per calendar year.

Subd. 6. Survivor Benefits: In the event of the death of a named insured while covered by this policy, the surviving spouse of named insured shall be entitled to coverage under this policy for a period of 2 years from the date of death. The premium shall be waived by the company following the end of the month in which death occurred.

Subd. 7. Major Trial Coverage: \$375.00 per day beginning with the third day of a trial covered under Subd. 3 or 4, up to \$10,000.00.

Section 12. Policy Availability: Any teacher will receive, upon request, complete copies of all contracted insurance policies and one complete copy shall be placed in each building.

Section 13. Tax Deferred Programs: The School District will allow appropriate distribution of information regarding available tax deferred investment programs and will make arrangements to allow employees to have deductions made from their pay checks for purposes of such investments. New deductions or changes in existing deductions may be made in any month provided that:

1. Authorization forms are received by the payroll department by the 15th day of the month preceding the month when the deduction is to take effect.
2. The deduction does not violate state and federal tax laws.
3. No employee may contract for annuities with more than 3 companies.
4. The School District reserves the right to limit the vendors of tax deferred programs to those who agree to requirements which meet Federal and State compliance regulations for such plans. Vendors will be given a ninety-day notice to produce evidence of such compliance with regulations. At the end of this ninety-day period, the District will discontinue withholding employees' funds and subsequent transfer of funds to vendors not in compliance.

The district will offer a non-cafeteria flexible benefits IRS 125 Plan and 457 Plan.

Section 14. Disclaimer: The language of Article VIII (*Insurance*) is not intended to provide a precise or complete interpretation of the actual policy provisions.

Section 15. Modifications: If any provisions of this Article are found to be inadequate or in need of modification due to any expansive or modifying State or Federal legislation, modification in language or specific provisions shall be made through negotiations. The School District agrees to bid its group insurance coverages in accordance with the provisions of this Article. If a carrier cannot be found to provide coverage according to the specifications of Article VIII (*Insurance*), the District does not guarantee the coverage described herein, but agrees to enter into negotiations with the Association to resolve the problem. The District does not guarantee claims resolution to any employee, and such resolution shall be the responsibility of the insurance carrier.

## **ARTICLE IX LEAVES OF ABSENCE**

### Section 1. Sick Leave:

Subd. 1. Accrual and Utilization: At the beginning of each year of service in this District each teacher shall be credited with a 12 day sick leave allowance to be used for absences caused by personal or family illness or disability. Once these twelve days are granted the District cannot retract them. A teacher who is utilizing sick leave shall not have contracted salary reduced. If a teacher's sick leave utilization is high or seems to follow a pattern, the Director of Human Resources may consult with the teacher regarding the use of sick leave. If such utilization of sick leave continues and the Director of Human Resources feels there is an inadequate explanation, he may notify the teacher that a medical verification will be required in the future as a condition of receiving sick leave. The unused portion of such allowance shall accumulate from year to year to a maximum of 280 days. The School District shall allow a teacher to use sick leave for additional purposes as indicated in subsequent subdivisions of this Master Contract. Other exceptions may be made at the discretion of the School District as recommended by the Superintendent. Upon request, a teacher will be provided with an accounting of sick leave utilization.

Subd. 2. Workers' Compensation: When a teacher is injured on the job and collecting compensation insurance as well as drawing on sick leave and receiving full salary from the School District, such salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days pay not covered by insurance will be deducted from accrued sick leave. Days lost caused by injury due to student assault while on duty shall not be deducted from sick leave.

Subd. 3. Notice of LTD Provisions: After teachers have been ill for 32 working days, the School District shall notify such teachers that they can continue to use accrued sick leave days, or, at their option, can switch to the income protection plan.



Subd. 4. LTD Waiting Period: A teacher who qualifies for LTD coverage two or more times within a 3 year time period and does not have sufficient sick leave to cover the 32 day waiting period shall be retroactively granted sufficient sick leave days to cover the waiting period. Upon appeal, the Superintendent has discretion to retroactively grant additional sick leave if circumstances warrant.

Section 2. Legal Commitments: A teacher called for jury duty, deposition, subpoena, or to give testimony before any court, legal jurisdiction, or administrative proceeding, shall be granted a leave of absence unless the teacher is a party to a court action against the School District, is complainant in an action against the School District (as in human rights or EEOC cases) or is a participant in an action on behalf of the exclusive representative. The teacher shall receive full pay for this type of absence less jury duty pay exclusive of expenses.

Section 3. Public and Educational Service Commitments: Teachers may, in the sole and unreviewable discretion of the School District, be granted a short-term leave of absence with pay for public and educational service commitments. Serving on accreditation evaluations, task forces, speaking or presenting at professional conferences, and study commissions are examples of situations for which the School District may consider leaves under this section. If a stipend (in addition to expense reimbursement) is paid to a teacher because of activities during such leave, it shall be paid to the School District.

Section 4. Religious Leave: Absences without loss of pay of up to 2 days for required religious purposes or required religious holidays shall be allowed. Up to 2 additional days per year may be granted at the discretion of the Superintendent. Religious leave in excess of 2 days per year shall be deducted from sick leave.

Section 5. Personal Leave: See MOU on Time Off, Page 44

~~Subd. 1. General: Personal and family emergencies, deaths, funerals, bereavements, weddings, relocating one's residence, court appearances, estate settlements, insurance settlements, financial or business affairs that cannot be scheduled outside school hours, graduations of family members, medical and legal consultations, college or university examinations, serving as an elected delegate within a recognized political party, including approved travel time are examples of situations when teachers are eligible for personal leave without salary deduction, the absences to be deducted from sick leave. Written notice of all leaves under this section must be submitted in advance to the teacher's respective administrator, and approved by the District Human Resources Office except in emergency cases where prior notice of the teacher's intended absence is impossible. (Minnesota state law currently provides for up to sixteen (16) hours of paid leave of absence per year for a teacher to attend school conferences or classroom activities related to the teacher's children.)~~

~~Subd. 2. Unspecified: One day of unspecified personal leave will be granted each year. The unused portion of such allowance shall accumulate from year to year to a maximum of 6 days. Teachers may utilize unspecified leave provided reasonable notice is given to the building principal. The pay of a teacher using such leave shall be reduced by an amount equal to the current rate for daily substitute service. These days may not be used immediately preceding or following a school holiday or a vacation period more often than once in a 2-year time period. Unspecified leave days may not be used during parent conference days or the first 10 or last 10 days of the regular school calendar.~~

~~Subd. 3. Unpaid: Additional personal leave may be granted by the School District to teachers who request such leave. The teacher receiving such leave shall have full salary deducted for the days absent.~~

Section 6. Sabbatical Leave:

Subd. 1. Cost Neutral Procedures:

A. Effective July 1, 2007 and irrespective of any other provision to the contrary, the aggregate cost to the School District in the fiscal year(s) of any Sabbatical Leave actually granted must be at least neutral. To assure aggregate neutral costs to the School District, the following procedures must be followed:

1. Any application(s) for Sabbatical Leave(s) must include a projection of the Sabbatical Leave costs, e.g., the applicant's salary and benefits compared to those of the projected substitute.
2. The School District will consider the projection and any modification thereto through the Meet and Confer process for possible approval.
3. In the event the actual aggregate costs exceed the projected costs, the parties will Meet and Confer to adjust costs as necessary to be cost neutral. Any single application may result in additional cost (not cost neutral) to the School District. Provided, however, that the aggregate cost of any approved Sabbatical Leave(s) in any fiscal year must be adjusted so that the aggregate cost ultimately becomes at least neutral. The responsibility for communicating with an appropriate applicant(s) or a teacher(s) already approved so that necessary adjustments are made to comply with the aggregate cost neutral requirements of this Section will rest with the Meet and Confer process. The School District reserves the authority to make a decision as to neutral costs that will be final and will not be subject to the Grievance Procedure or other challenge.
4. Any application(s) so approved will be recommended for approval by the School Board as provided in Subd. 8 of this Section.

B. Effective July 1, 2007 and irrespective of any other provision to the contrary, only a staff member hired prior to July 1, 2004 who may be interested in a Sabbatical Leave may apply as provided in this Section 6.

Subd. 2. Sabbatical leaves of either one-fourth, one-third, one-half year or one full year may be granted for study, research, or other projects. The activities that staff members engage in while on a sabbatical leave must be related to their professional responsibilities, either present or anticipated or to any relevant fields which will improve their performance.

Subd. 3. The person granted a sabbatical leave shall be paid an amount equal to one-half of the salary normally received if performing normal professional duties. Such person may elect to receive 3/4 pay during the sabbatical leave and during an equal period of employment immediately following. A person on sabbatical leave shall progress on the salary schedule for the time spent on leave and shall continue to receive all fringe benefits.

Subd. 4. To qualify for sabbatical leave, staff members must have had at least the equivalent of six years of full-time experience in the school system prior to each sabbatical leave. Teachers with 6 years of experience, but less than 6 years of full-time experience, are eligible for sabbatical leaves with payment on a prorata basis. Teachers eligible for a full year sabbatical who request and are granted a half year's sabbatical may make later application for the remaining half year without serving the additional 6 years.

Subd. 5. A person receiving a sabbatical leave of absence must agree to return to the School District for at least 2 years after completion of the leave or repay on a pro-rata basis the salary received while on leave. Upon returning to the School District, the teacher shall be reinstated in the teacher's former position unless reassigned pursuant to Article X (*Assignment and Reassignment*). If professional employees become ill, injured, or are placed on unrequested leave and cannot fulfill their professional duties after sabbatical leave because of death, illness, or injury, the salary received need not be repaid to the School District.

Subd. 6. Staff members must make application to the Director of Human Resources not later than January 15 for a leave beginning in the fall. The application shall include a description of the intended activity and expected benefits to the teacher's performance with principal signature of recognition that the teacher is applying. The Director of Human Resources will refer the application to a sabbatical leave committee to recommend action by the School Board. This committee shall consist of the Superintendent or designee and three Association members appointed by the Executive Board of the Association. The School Board shall take action on the above committee's recommendations prior to February 15, and the recipients of the sabbatical leaves will have until February 26 to accept or decline the awarded sabbatical.

Subd. 7. Faculty members on sabbatical leave may accept scholarships, fellowships, or grants provided that these stipends contribute to the purpose intended to be served by sabbatical leave.

Subd.8. Sabbatical leave will be granted to not more than 1.0% of the teaching staff in any one year. The number of teachers in the bargaining unit divided by 100 rounded to the nearest whole or half number shall determine the annual sabbatical equivalents. The maximum number of teachers on sabbatical at any one time from any one building shall be two. If the annual sabbatical equivalents are not utilized, the school district may, at its discretion, extend the application deadlines, and shall give appropriate notice. The sabbatical leave policy in regard to the total number of teachers who may receive a sabbatical shall be flexible so as to permit teachers who receive grants after February 26 of any year to be awarded a sabbatical during the following school year upon recommendation of the Superintendent and approval of the School Board and provided that a suitable replacement can be found to the satisfaction of the Superintendent.

Section 7. Military Leave: Military leave shall be granted according to Federal and Minnesota Statutes. Teachers called for selective service physical examinations shall be granted sick leave for such purposes.

Section 8. Special Leaves of Absences: The School District may grant, upon recommendation of the Superintendent of Schools, any other necessary leaves of absence without salary to teachers. Upon returning to the school system, the teacher shall be reinstated in the teacher's former position unless reassigned pursuant to Article X (*Assignment and Reassignment*). The teacher shall suffer no loss of increment or position on the salary schedule and shall advance on the schedule if the leave is granted for approved professional travel or study. While on leave, teachers, at their option, may continue any of the insurance programs at their own expense as a member of the group.

Section 9. Teacher Exchange Policy: Upon recommendation of the Superintendent, the School District may permit a tenured teacher to participate in an approved teacher exchange program. For salary purposes, this year of exchange will be considered as a year taught with the district, and the district will continue to pay the teacher's full salary and fringe benefits except as otherwise specified by the program. Upon returning, the teachers will resume their previous teaching positions unless reassigned pursuant to Article X (*Assignment and Reassignment*).

Section 10. Child Care Leave:

Subd. 1. Any teacher who becomes pregnant shall have the right to continue in regular employment and utilize accrued sick leave, long-term disability and all other rights afforded under this Contract for disability due to pregnancy, delivery, and recovery. The district may require medical verification of disability under this section.

Subd. 2. Any teacher shall have the right to receive a child care leave of absence up to 12 months without pay for the purpose of maternity, adoption, care of a pre-school child or combination thereof. This leave may also be taken following the utilization of the disability provisions provided in Subd. 1 above.

Subd. 3. The teacher shall submit a written request for child care leave, indicating the beginning date and approximate ending date, to the Human Resources Office not less than 30 days prior to the intended commencement of such leave except in an emergency. The teacher shall give consideration to aligning the leave with natural breaks in the school year. Starting or ending dates that occur within the first ten or last fifteen days of the school year shall not enhance the insurance benefits provided in Subd. 10 of this section. The Director of Human Resources shall consult with the teacher regarding the ending date of the leave and may make moderate adjustments in the ending date so as to coincide with natural breaks in the school year. When the ending date falls during the school year, the teacher shall have the right to extend the leave to the end of the school year.

Subd. 4. An extension to the child care leave of absence of 12 months or less may be granted by mutual agreement between the teacher and the School District.

Subd. 5. If the teacher complies with all provisions of this section and a child care leave is granted by the School District, it shall notify the teacher in writing of its action.

Subd. 6. A teacher returning from child care leave shall be reinstated in the teacher's former position unless reassigned pursuant to Article X (*Assignment and Reassignment*).

Subd. 7. The time during which the teacher is on child care leave shall not be counted in determining the completion of the probationary period, however, in no event shall the teacher be required to serve a greater cumulative length probation than any other probationary teacher.

Subd. 8. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated prior to the commencement of the child care leave. In the event the teacher starts the school year working ten days or less, immediately followed by Child Care Leave, such days shall not be counted toward yearly sick leave allocation. Upon return to work sick leave shall be prorated. The teacher shall not accrue experience credit for salary schedule advancement or leave time during the period of absence for child care leave. Credit for teaching experience on the salary schedule shall be determined by Article VI (*Salary Schedule and Placement*), Sect. 2(*Placement on Schedules*), Subd. 1.

Subd. 9. Substituting is permitted.

Subd. 10. The School District shall continue to pay the family premium for medical-surgical, hospitalization, and major medical insurance for teachers on child care leave for a period not to exceed 3 months. The three months of benefits begins when a child care leave of absence commences. However, in the event that a teacher starts the school year working ten days or less, the benefit months shall be September, October, and November. The school district shall pay medical insurance premiums for the school year and the following summer for any teacher who teaches .75 FTE in the school year in which the Child Care Leave is taken. District paid insurance premiums for teachers on child care leave who are subsequently placed on unrequested leave shall cease on August 31. In addition, the teacher may continue any of the insurance programs at the teacher's own expense as a member of the group, at the teacher's option, while on leave.

Subd. 11. The School District shall grant up to twenty days' leave (subtracted from sick leave) to any teacher who may need time for child adoption, including process and proceedings related thereto.

Subd. 12. The School District shall grant up to five days leave (subtracted from sick leave) to any teacher for paternity leave.

Section 11. Association Leave: The School District shall provide without loss of pay 80 days of Association Leave per year to the North St. Paul-Maplewood-Oakdale Education Association for assignment by the Association's President for the purpose of conducting the Association business, including contract negotiations, contract mediation, and contract arbitration.

Section 12. Part-time Teaching Status: Teachers who accept with consent of the School District an appointment to a reduced contract, split contract or shared contract, and who qualify under state law, may contribute to the Teacher Retirement Fund as if they were working on a full-time basis. Teachers desiring part-time status must make application by March 1 to the Human Resources Office. If the request for part-time status includes a waiver of medical benefits then such request must include written verification of medical benefits from another source. Teachers who teach less than full-time under this Section shall maintain full seniority status and have the option to return to their maximum previous employment status any year thereafter until reaching mandatory retirement age, provided notification in writing is made to the Human Resources Office by February 1.

Section 13. Five Year Leave of Absence: Minnesota Statutes, as amended, shall control the provisions for 5-year leave of absence. Minnesota Statutes may be summarized as follows: the statute provides that a teacher who has completed 10 years of allowable service, 5 of which are in this School District, may be granted a leave of absence without salary for at least 3 years but not more than 5 years in length. Allowable service means years in which a full year of credit has been earned and credited to the teacher's Minnesota Retirement Account(s). A teacher may return to employment at the beginning of any school year by giving notice to the District by February 1. On return to service following the extended leave, a teacher retains seniority and continuing contract rights as if service had continued during the leave. Return to the previously held position is not guaranteed. Incremental advancement on the salary schedule will not be granted for time spent on this leave of absence. Lane change requests for completion of approved credits earned while on leave of absence shall be deferred for the same length of time as the length of the leave of absence. If a teacher accepts a teaching position in another Minnesota School District while on this leave of absence, this School District

is not obligated to honor the teacher's request for reinstatement. This section is included for information only. Neither Minnesota Statutes nor any of its provisions are incorporated herein by reference and any decision by the Board pursuant to that statute is not subject to the grievance procedure of this contract.

Section 14. Declining or Discontinuance of Approved Leaves of Absence: A teacher who has been granted a leave of absence may decline or discontinue the leave if circumstances beyond the teacher's control make the leave undesirable. If the leave is declined or discontinued and supportive reasons are submitted to the Director of Human Resources prior to the first posting as provided in Article X (*Assignment and Reassignment*), Section 4 (*Reassignment Requests*), such teacher shall be reinstated in the teacher's present position subject to the processes of Article X (*Assignment and Reassignment*). If the leave is declined or discontinued following the first posting but prior to the final posting, such teacher shall be entitled to displace the least senior teacher in his/her area of certification in accordance with the involuntary reassignment provisions of Article X (*Assignment and Reassignment*), Section 4 (*Reassignment Requests*). If the leave is declined or discontinued any time after the final posting and no vacancy exists, such teacher shall be placed on the unrequested leave recall list and be afforded recall rights according to the provisions of Article XI (*Unrequested Leave of Absence*).

Section 15. Exclusion: Leaves other than child care under this Article are not available to teachers contracted for less than an average of 14 hours per week.

Section 16. Notification of Return: Teachers on any of the leaves described in Section 6-10 (*Sabbatical Leave, Military Leave, Special Leaves of Absences, Teacher Exchange Policy, Child Care Leave*) shall notify the District of their intention to return to active employment status by the February 1st preceding the school year of intended return. Failure to notify the District in writing prior to February 1st may result in denial of any request to extend the leave.

Section 17. Return from Unrequested Leave: Notwithstanding the language in any preceding section of this Article, teachers returning from unrequested leave, after a break in service, are not eligible for long term leaves of absence during the remainder of the school year in which they return, except for child care leave occasioned by the imminent birth of a child.

## ARTICLE X ASSIGNMENT AND REASSIGNMENT

Section 1. Applicability of Case Law: This Article constitutes the full and complete agreement regarding voluntary and involuntary transfer. Case law stemming from MS 125.12, Subdivisions 6a and 6b (August 26, 1997) or subsequent renumbered statute shall not apply.

Section 2. Assignment: Teachers shall be informed of the tentative school, grade, and subject area assignment upon being initially employed by the District. Teachers will be assigned only to classes in fields in which they are licensed to teach. A teacher's assignment shall continue unless modified due to an emergency or modified according to the provisions of this Article. A teacher's assignment may be modified through internal building reassignment by written notice one week prior to the first posting, provided any teacher's rights under Article XI (*Unrequested Leave of Absence*) (are not abridged regarding the following year's assignment. When a teacher temporarily replaces a teacher on leave of absence, and is displaced by the returning teacher, the displaced teacher shall be reassigned according to the provisions of this Article, based on the last non-temporary assignment held.

### Section 3. Bargaining Unit Vacancies:

Subd. 1. A vacancy shall exist when a bargaining unit position is open due to reasons such as resignation, termination, or the creation of a new position and there is no certificated or licensed teacher on unrequested leave or returning from leave and there is no staff overage in such area of certification.

Subd. 2. When vacancies occur after **August 1** and other than at semester break, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. Such a vacancy **will** be filled on a temporary basis, **on a one-year only contract** until the end of the school year at which time the position will be considered vacant subject to Subd. 1 above. The Association shall be so notified.

Subd. 3. Bargaining unit members shall be notified of all bargaining unit vacancies with the exception of extra-curricular positions as described in Article VI (*Salary Schedules and Placement*), Section 6 (*Extra Curricular Assignments*), Subd. 3. Remuneration for new positions established within this bargaining unit shall be set jointly by the Association and the School District prior to filling the position. Any new or modified job descriptions pertaining to positions currently existing or established in the future appropriate to this bargaining unit shall remain the responsibility of the School District which shall consult with the Association and professional staff to receive ideas, suggestions, comments and help during development and writing of such descriptions.

Subd. 4. The method of notification during the regular school year shall be by mailing to the Association President and posting on the District Human Resources web page. During the summer months the Director of Human Resources shall notify in writing the Association President and all members of the professional staff who have requested information regarding vacancies in their certificated areas provided the individual does not have access to the Internet.

Subd. 5. All applications shall be in writing and shall set forth the position for which the applicant is to be considered. The most senior applicant from within the District shall be selected subject to the provisions of Subd. 6 and Section 6 (*Exceptions to Seniority*) following. This Subdivision shall not apply to Section 4 (*Reassignment Requests*).

Subd. 6. Positions which require significant skill or knowledge beyond required certification/licensure, including Senior High School Band Director, Teacher on Special Assignment, Dean, Care and Treatment Settings, High Potential Teacher, entry into Guidance Counselor position, Senior High School Choral Director, K-5 Math Specialist, K-5 Literacy Specialist, Instructional Coaches, Chemical Dependency Counselor, Phoenix positions, Therapeutic Learning Center positions, Anthony Lewis Center positions, Alternative School positions **and Next Step**, shall be subject to eligibility and selection interviews. All bargaining unit candidates for such positions will be interviewed to determine their eligibility and selection. Such candidates may be reconsidered if external posting becomes necessary. This subdivision does not diminish the seniority rights of teachers provided in Article XI (*Unrequested Leave of Absence*).

Subd. 7. Applicants shall be promptly notified of the results of the selection process.

Subd. 8. Advanced assignment positions and advanced planning positions: The district may post joint advanced assignment positions and advanced planning positions at any time during the regular school year and up to two years in advance of building openings for the purposes of facilitating the planning of programs and educational facilities. Such postings are subject to the applicable provisions of Article X (*Assignment and Reassignment*) and, in the instance of advanced planning position postings, the eligibility and selection criteria provided for in Article X (*Assignment and Reassignment*), Section 3 (*Bargaining Unit Vacancies*), Subd. 6 shall apply. Such selection shall not alter the order of layoff or recall prior to or during the initial year of building openings. Remuneration during the regular school year for advanced planning positions shall be 4% of the BA-Step 0 base salary per year, prorated for partial years. Advanced planning positions duties and responsibilities shall be in addition to regular teacher assignment for any given year. For programs and facilities organized by grade levels, one joint advanced assignment position/advanced planning position may be posted and filled for each grade level contemplated, with additional such joint positions designated not to exceed a total of 25% of planned building staff. For programs and facilities organized by subject area department, one joint advanced assignment position/advanced planning position may be posted for each subject area department.

#### Section 4. Reassignment Requests:

Subd. 1. On or about May 1, the Human Resources Office shall notify the teaching staff that it is accepting applications for voluntary reassignment for the following school year, with the intent to match requests by mutual consent among the Director of Human Resources, teachers, and principals involved. Teachers desiring a reassignment shall submit written requests to the Director of Human Resources stating the specific assignment or nature of the assignment and school or schools preferred, if any. Such request shall be acknowledged promptly in writing. This process may also occur at any other time during the school year, with a mutually agreed effective date of reassignment.

Subd. 2. The president of the Association and all of the applicants for voluntary reassignments under this section shall be notified of the status of their applications on or before the close of the school year in which the request was made.

#### Section 5. Annual Spring Staffing Assignments:

Subd. 1. Voluntary and involuntary reassignments from one area of certification to another where the effect is altering the order of lay-off or recall for the following school year shall be governed by Section 6 (*Exceptions to Seniority*) following and shall occur one week prior to the first posting.

Subd. 2. When determining the positions to be posted the district will meet and confer with the Association.

Subd. 3. When imbalances in staffing needs exist, notification of such overages and shortages shall be mailed to the Association and posted in every school building for two rounds of postings between March 1 and May 1. The Superintendent shall set posting dates at least 3 weeks in advance of the first posting. **For the first and second round of bidding, each position will be posted for six calendar days including a weekend. There will be a one to two day window between each round of bidding.** Teachers desiring a reassignment **must submit an application through the District's online application system.** Principal's, at their discretion, may require a meeting with the requesting teacher to explain the job expectations. **Teachers will be notified of results via electronic communication.** Subject to the provisions of Section 6 (*Exceptions to Seniority*) following, the Board shall first utilize all voluntary reassignment requests from the following categories: eligible teachers returning from unrequested leave, teachers involuntarily transferred the preceding school year, and overage departments, district wide departments such as elementary specialist departments, or elementary teaching areas (hereinafter defined as K-6, M.M.I., M.S.I., E.D., L.D., Media, and Chapter I) and then utilize all voluntary reassignment requests from other schools, before initiating an involuntary reassignment. A department/school is no longer considered "overage" when the overage FTE rounded up to the next whole number no longer exists due to acceptance of reassignment requests. Overage status ceases during the posting process as soon as the above criteria is met. In the event that there are two or more applicants from within a category mentioned above, the most senior applicant shall be selected subject to the provisions of Section 6 (*Exceptions to Seniority*) following. When involuntary reassignments are necessary, teachers shall not be assigned to a position outside their area of certification.

Subd. 4. When voluntary reassignments are inadequate to meet existing imbalance in staffing needs, all members of such department or elementary teaching area where an overage exists shall be informed in writing by the Director of Human Resources of the conditions. A formal written request shall be made on or about April 20 for someone to apply for existing shortages. If no one applies, the Director of Human Resources shall reassign the teacher with the least district seniority on or about May 1 subject to the provisions of Section 6 (*Exceptions to Seniority*) following.

Subd. 5. Notice of proposed involuntary reassignment shall be given to the teacher involved. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Director of Human Resources at which time the teacher shall be notified of reasons for the reassignment. Additional opportunities for voluntary reassignment may exist as provided in Section 7 (*Non-bargaining Unit Licensed Vacancies*).

Subd. 6. Reassigned teachers shall be given all possible assistance, such as visitation to the school and participation in planning on new programs.

Subd. 7. When a position becomes available for the following fall requiring a license held by a teacher on unrequested leave, such position must first be offered to the teachers who were involuntarily transferred within the last year and who hold positions requiring a license identical to the open position. Such position shall be granted to the most senior teacher responding.

Subd. 8. Upon the conclusion of the involuntary transfer process, and approval of the Director of Human Resources, any full-time teacher who holds a position split between two buildings may exercise the option to replace a teacher of identical certification and lesser seniority whose position is full time in one building.

Subd. 9. The administration will consult with the Association prior to implementation of this Section and at the review of the responses to each posting.

**Subd. 10. The Superintendent has the managerial right to administratively require up to two teachers to bid each year to another building within their current licensure area. Requiring more than two teachers to bid would require agreement with union leadership. Teachers who are required to bid would be notified prior to Spring bidding. The Superintendent will provide advance notification of decisions to union leadership. The District will pay for one day for the teacher to move (which can be split into several partial days).**

Section 6. Exceptions to Seniority:

Subd. 1. Involuntary Reassignment. In all instances regarding reassignment, and District initiated reassignments, the seniority provisions provided above will be followed and will be considered the primary basis for reassignment, except that the District may show cause that such reassignment or continuation of existing assignment will be inconsistent with the educational needs of the District.

If the District intends to show cause that the seniority provisions of this Article should not be followed, the appropriate district directors must meet with the Officers of the Association's Executive Board and provide the basis for its position. Upon request by the Association, the decision will be reviewed with the Superintendent. At the request of the Association, the issue shall be submitted directly to arbitration (Step IV of the grievance procedure).

Subd. 2. Voluntary reassignment: In all instances regarding voluntary reassignment, the seniority provisions provided above will be followed and will be considered the primary basis for reassignment, except that the district may decide and present written rationale that such reassignment will be inconsistent with providing appropriate educational opportunities to all students. At the request of the Association, the district's decision shall be submitted directly to arbitration (step IV of the grievance procedure).

Subd. 3. Alternative learning center (ALC) teachers hired after July 1, 1998 do not have the right during their probationary period to bid into other district teaching positions without being subject to a selection interview.

Subd. 4. Teachers hired after July 1, 2001, do not have the right to bid into other teaching positions during the first four years of employment without the approval of the current and prospective building administrator.

Section 7. Non-bargaining Unit Licensed Vacancies: A non-bargaining unit position vacancy requiring a valid Minnesota teaching license will be posted for at least five(5) working days prior to filling the position. In the event that one or more qualified bargaining unit member makes application, the District will interview at least one bargaining unit member.

## ARTICLE XI UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this policy is to implement the provisions of Minnesota Statutes. Case law stemming from Minnesota Statutes, shall not apply.

Section 2. Consultation: In the event that unrequested leaves of absence are contemplated, the Association shall be consulted in an effort to minimize the impact on the teaching staff and the education program of the School District. In determining the number of teachers to be placed on unrequested leave, the Board shall first ascertain the status of all teachers for the next school year, including teachers on leave of absence and teachers intending to resign or retire.

Section 3. Posting: In the event it becomes necessary to place teachers on unrequested leave of absence, the areas of certification affected shall be posted in each building and a copy will be sent to the Association.

Section 4. Seniority:

Subd. 1. Each teacher shall have seniority based on total experience in the School District from the first day of contracted service. Contract service, including part-time contract service, during the school year shall be counted and service in summer school, driver training, curriculum work, or extra-curricular activities, or adult education covered under Article VI (*Salary Schedule and Placement*), Section 18 (*Adult Education*) shall not be counted. If substitute service exceeding 79 days was performed immediately preceding contractual service, it shall be counted toward seniority.

Subd. 2. Time spent on approved leaves of absences from which the teacher returns to service in the School District shall be counted when determining seniority.

Subd. 3. Teachers who leave the service of the District shall retain seniority credit for a period up to one calendar year.

Subd. 4. Teachers who accept positions in District 622 outside the bargaining unit shall retain their seniority status.

Subd. 5. The seniority status of all teachers shall be maintained within the teachers area of certification except as provided in Subd. 6 following, and shall be available to teachers upon request. The list shall be revised by November 1 and February 1 of each year.

Subd. 6. For seniority purposes during the term of this contract, the certification for any industrial arts teacher holding a vocational certificate and teaching in a vocational program approved by the District after January 1, 1980, shall be based solely on regular industrial arts certification and not vocational certification.

Section 5. Provisions: Any non-probationary teacher whose contract is not renewed for the following school year due to discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts, shall be placed on unrequested leave of absence in the following order from among all teachers in the School District so certificated:

A. Teachers with lesser seniority status.

B. In the event of equal seniority status, teachers with lesser college credit beyond the Bachelor's degree as approved pursuant to Article VI (*Salary Schedule and Placement*), Section 2 (*Placement on Schedules*) and completed and properly reported to the Human Resources Office by February 1 of each year. After February 1, 1984, credits earned in excess of 140 will not be recognized for seniority purposes. If, after the application of the above criteria, there is still a tie, the teacher or teachers to be placed on unrequested leave shall be those having the higher State Department file folder number.

C. Teachers having more than one area of certification who are or are about to be placed on unrequested leave according to the provisions of this Article, shall have the right to take another position for which they are certificated, within the bargaining unit, provided that the teacher's seniority status shall be greater than another teacher in such area and that such position is not more than the greater of the highest level of previous employment or a .7 FTE contract. It is assumed that teachers to be placed on unrequested leave will exercise their right to displace teachers lower on the seniority list who are employed in positions for which both are certified unless such teachers notify the Human Resources Office in writing that they do not intend to exercise their rights.

D. Every year, each In-School Suspension position shall be offered to the most senior teacher who is, or is about to be, placed on unrequested leave.

Section 6. Reinstatement:

Subd. 1. Teachers who are placed on unrequested leave shall be reinstated in the inverse seniority order in which they were placed on unrequested leave in other available positions for which they were certificated including substitute positions known in advance to be more than 30 working days. Teachers who have earned a new certification while on unrequested leave shall be offered a position in such new area only if there is an opening and no certificated teachers are on unrequested leave in that area. Teachers reinstated under this subdivision will receive regular teaching contracts and full fringe benefits. If a teacher accepts reinstatement to a part-time position of lesser employment status than previously held, and subsequently a position of greater employment status becomes available, the teacher shall be offered such position at any time prior to October 1, and after October 1, the teacher shall be offered such position at semester break, provided that when recalling a teacher from unrequested leave, the District shall not be required to employ the teacher to a greater extent than provided in the greater of a .7 FTE contract or as provided in the greatest of the teacher's prior individual contracts.

Subd. 2. When placed on unrequested leave, a teacher shall file name and address with the School District Human Resources Office to which any notice of reinstatement or availability of position shall be mailed. It shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Any notification to such teachers shall be by certified mail. 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 teacher on unrequested leave, the School District shall mail the notice to the five most senior teachers on unrequested leave certified for such position. The teachers will be asked to respond in 10 days whether or not they will accept such position if the order of seniority makes them eligible for the position. When two or more positions in the same area of certification become available at approximately the same time, the District shall mail the notice describing the positions to the same number of teachers as available positions. Such teachers shall be asked to respond in 10 days by giving numerical preference for each available position and their preferences shall be granted in order of seniority from among positions remaining. Failure to reply in writing within such 10 day period shall constitute waiver on the part of such teacher regarding the position(s) offered.

Subd. 4. Reinstatement rights shall automatically cease 5 years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent of both parties.

Subd. 5. A teacher reinstated under this Article shall have rights to seniority, fringe benefits, leaves of absence, and placement on the salary schedule restored.

Section 7. Continuation of Insurance: The School District shall provide insurance benefits as provided in Article VIII (*Insurance*) until the beginning of the following school year to all teachers who are placed on unrequested leave of absence according to the provisions of this Article. While on unrequested leave, teachers may continue any of the insurance programs at their expense as a member of the group.

Section 8. Concurrent Leaves: An unrequested leave of absence may run concurrently with any other leave granted in accordance with this master contract or in accordance with Minnesota law.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### Section 1. Definitions:

- Subd. 1. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of this Master Contract.
- Subd. 2. "Days" means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota statutes.
- Subd. 3. "Service" means personal service or by certified mail.
- Subd. 4. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provisions(s) in dispute, and the relief requested on the grievance form attached as Appendix E.
- Subd. 5. "Small group of employees" means a group of employees consisting of five (5) or fewer.
- Subd. 6. "Answer" means a concise response outlining the employer's position on the grievance.
- Subd. 7. "Employee's or employees' immediate supervisor" (step I) means the building principal or other district administrator to whom the employee(s) report.
- Subd. 8. "Employer's representative" (Step II) means the appropriate District Director.
- Subd. 9. "The employer, its chief administrator, or its special representative" (step III) means the Superintendent or designee.

### Section 2. Procedure:

Subd. 1. Step I: Whenever any employee or small group of employees have a grievance, the employee or small group shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within 20 days after the grievance occurred or 20 days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within 15 days of the first informal meeting the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (see step II). Service must be made within 15 days of the last informal meeting. The employer shall, within 5 days of receipt of the written grievance, serve an answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if so desired, may select a designee as the employee(s) representative.

If the grievance involves and affects more than 5 employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within 20 days after the grievance occurred or 20 days after the grievants through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within 5 days serve an answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).



Subd. 2. Step II: The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within 7 days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within 15 days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if so desired to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 3. Step III: The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within 10 days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within 10 days after the first Step II meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Subd. 4. Step IV: The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and employee representative are unable to agree on an arbitrator, they may request from the Bureau of Mediation Services a list of 5 names. The parties shall alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

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

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

Subd. 5. Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance processing are as follows:

- A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than 3, 3 employees may still participate in the proceedings without loss of wages.

Subd. 6. The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the event the employer fails to respond, the employee(s) or the exclusive representative may notify the Superintendent by certified mail of such failure to respond thus notifying the employer that failure to respond within 10 days from delivery of the certified letter may require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee(s).

**Section 3. 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 waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his or her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XIII GENERAL PROVISIONS**

**Section 1. Individual Contracts:** All teachers, except substitute teachers working fewer than 80 days, will be initially employed by written individual contracts. Any individual contract between the School District and an individual teacher, heretofore executed, will be subject to and consistent with the terms and conditions of this Master Contract. If an individual contract contains any language inconsistent with the Master Contract, this Master Contract during its duration will be controlling. Any individual contract hereafter executed will be in the form provided in Appendix C. Extensions or renewals of individual contracts may be by written notice of assignment.

## Section 2. Employee Discipline:

Subd. 1. The school district recognizes the concept of progressive discipline consisting of formal actions of oral reprimand, written reprimand, suspension without pay, and discharge. A conference between the teacher and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. The teacher will be entitled to have a representative of the Association present at such conference. Normally the school district will utilize the levels of progressive discipline, in order, except in the case of more serious infractions, the school district reserves the right to exercise the level of discipline consistent with the seriousness of the infraction.

Subd. 2. No teacher will be suspended without pay unless there is just cause. If the district contemplates suspension without pay of a teacher, the appropriate district director and the supervisor involved will meet with the president of the Association and one other Association representative designated by the Association president to review the circumstance. If the district's decision is to suspend a teacher, the Association and the teacher involved will be notified in writing. At the request of the Association, the matter will be submitted directly to arbitration (step IV of the grievance procedure). The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

Subd. 3. A teacher who receives a written reprimand has the right to grieve such action pursuant to the grievance procedure of the collective bargaining agreement and Minnesota Statutes.

Subd. 4. The school district will notify the president of the Association in writing when a teacher is suspended with pay.

Section 3. Term and Reopening Negotiations: This Master Contract will remain in full force and effect for a period commencing on July 1, 2015 through June 30, 2017, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Master Contract commencing on July 1, 2015, it shall give written notice of such intent no later than May 1, 2017, but not prior to March 1, 2017. Parties to this Master Contract agree to commence negotiations for a successor contract no later than 20 days after receipt of said written notice, except as may be modified by the State Director of Mediation Services.

Section 4. Negotiations: The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Section 5. Effect and Finality: This Master Contract will constitute the full and complete commitments between the parties and shall not, except as provided within this Contract, be opened for negotiations during the term of this Master Contract, nor will it be altered, changed, added to, deleted from or modified, except through the mutual consent of the parties. This Master Contract will supercede any rules, regulations or practices of the School District which will be contrary to or inconsistent with the terms of this Master Contract. The provisions of this Master Contract will be incorporated into and considered part of the established policies of the School District. Meetings may be held from time to time between the parties' representatives to facilitate the implementation of this Master Contract.

Section 6. Severability: The provisions of the Master Contract will be severable and if any provisions thereof or the application of such provisions is held invalid by a court of competent jurisdiction, it will not affect any other provisions of this Master Contract or the application of any provision thereof. A substitution for an invalidated provision of this Master Contract will be provided through appropriate consultation and negotiation with the Association.

Section 7. Copies of Contract: There will be five signed copies of the final Master Contract for the purpose of record, two retained by School District, two by the Association and one by the Director of Mediation Services. Copies of this Master Contract will be provided each teacher and 100 copies will be provided the Association.

Section 8. Meet and Confer: The employer and the Association mutually recognize that the PELRA provides for the parties to meet and confer on educational policies of the district. The district and Association agree to establish a procedure to facilitate this process in keeping with the provisions of the PELRA. The District and the Association agree that educational improvement and teacher evaluation are important matters of educational concern. These matters will continue to be addressed in the Meet and Confer process.

Section 9. Local Meetings/Conferences: The purpose of this section is to provide teachers with opportunities to represent the District or to improve their professional competence through school visitations or attendance at institutes, workshops, and conferences. Attendance at a specific function may be requested by a teacher. Decisions on attendance will be made by the appropriate administrator. In addition to providing the necessary substitute teacher, the School District will pay for local expenses involved including mileage. Such professional time will not be deducted from sick leave.

Section 10. Drug Testing: Any procedures related to a drug testing policy shall be subject to negotiations.

Section 11. Teacher Evaluation: All evaluations generated through Department Chair evaluations, peer evaluations, staff development/effective schools programs and/or program review of the North Central Association of Colleges and Schools will be used only for improvement of teaching performance. If a teacher is given a letter of deficiency alleging a need to improve instructional performance, all evaluations gathered through such processes will be unavailable to all parties. The Association has the right to appoint its members to any committee which establishes and reviews teacher evaluation and mentoring procedures and forms.

**ARTICLE XIV  
DOCUMENT AUTHORIZATION**

IN WITNESS WHEREOF, the parties hereto caused this Master Contract to be executed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

North St. Paul-Maplewood-Oakdale  
Education Association

Independent School District 622

By: \_\_\_\_\_  
Rory Sanders

By: \_\_\_\_\_  
Christine Osorio

By: \_\_\_\_\_  
Tim Kappes

By: \_\_\_\_\_  
Board Member

By: \_\_\_\_\_  
Mary Glagavs

By \_\_\_\_\_  
Board Member

**Appendix A**  
**North St. Paul - Maplewood - Oakdale Schools**  
**Independent School District No. 622**

**2017-2018 Salary Schedule**

Sem. Credits	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	PHD
Qtr Credits	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	PHD
0.0	37,902	39,140	40,378	41,617	42,856	44,163	45,469	46,778	48,082	49,387
0.5	38,575	39,873	41,174	42,476	43,777	45,115	46,450	47,790	49,128	50,463
1.0	39,242	40,608	41,971	43,336	44,701	46,069	47,432	48,802	50,170	51,538
1.5	39,913	41,341	42,767	44,193	45,623	47,022	48,417	49,815	51,215	52,607
2.0	40,581	42,071	43,562	45,050	46,546	47,974	49,400	50,829	52,254	53,678
2.5	41,247	42,803	44,356	45,909	47,469	48,927	50,381	51,840	53,295	54,752
3.0	41,916	43,532	45,153	46,768	48,388	49,877	51,363	52,850	54,339	55,826
3.5	42,583	44,265	45,947	47,627	49,310	50,828	52,346	53,863	55,379	56,896
4.0	43,251	44,996	46,741	48,486	50,232	51,778	53,325	54,874	56,420	57,966
4.5	43,917	45,728	47,536	49,342	51,152	52,729	54,306	55,886	57,460	59,038
5.0	44,583	46,456	48,329	50,200	52,073	53,681	55,287	56,896	58,503	60,109
5.5	45,249	47,187	49,120	51,056	52,992	54,630	56,265	57,905	59,542	61,181
6.0	45,915	47,916	49,912	51,911	53,913	55,577	57,245	58,912	60,583	62,253
6.5	46,582	48,646	50,706	52,769	54,831	56,526	58,224	59,922	61,622	63,318
7.0	47,248	49,374	51,500	53,625	55,750	57,478	59,201	60,931	62,657	64,383
7.5	47,914	50,104	52,291	54,480	56,666	58,427	60,182	61,938	63,696	65,453
8.0	48,580	50,833	53,083	55,333	57,586	59,374	61,161	62,946	64,736	66,523
8.5	49,245	51,561	53,874	56,187	58,504	60,321	62,137	63,955	65,774	67,590
9.0	49,910	52,288	54,666	57,040	59,423	61,269	63,113	64,962	66,810	68,656
9.5	50,575	53,017	55,456	57,897	60,339	62,213	64,092	65,969	67,848	69,724
10.0	51,239	53,745	56,248	58,752	61,255	63,161	65,067	66,975	68,882	70,790
10.5	51,903	54,473	57,036	59,603	62,173	64,108	66,046	67,981	69,921	71,856
11.0	52,567	55,198	57,827	60,455	63,092	65,055	67,022	68,987	70,955	72,921
11.5	53,230	55,924	58,617	61,309	64,004	65,998	67,999	69,993	71,991	73,986
12.0	53,894	56,650	59,405	62,165	64,921	66,945	68,972	70,999	73,024	75,050
12.5	54,557	57,377	60,194	63,013	65,835	67,889	69,947	72,000	74,058	76,115
13.0	55,219	58,104	60,985	63,863	66,746	68,834	70,922	73,003	75,092	77,180

**Appendix B**  
**North St. Paul - Maplewood - Oakdale Schools**  
**Independent School District No. 622**

**2018-2019 Salary Schedule**

Sem. Credits	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	PHD
Qtr Credits	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	PHD
0.0	39,039	40,314	41,590	42,866	44,142	45,488	46,834	48,181	49,525	50,869
0.5	39,732	41,070	42,410	43,751	45,091	46,468	47,844	49,223	50,602	51,977
1.0	40,420	41,826	43,231	44,636	46,042	47,451	48,855	50,266	51,676	53,084
1.5	41,110	42,581	44,050	45,519	46,991	48,432	49,870	51,309	52,751	54,186
2.0	41,798	43,334	44,869	46,402	47,942	49,413	50,882	52,355	53,822	55,288
2.5	42,485	44,086	45,687	47,286	48,892	50,394	51,893	53,396	54,894	56,394
3.0	43,173	44,838	46,508	48,171	49,840	51,373	52,904	54,436	55,968	57,500
3.5	43,861	45,593	47,326	49,056	50,790	52,354	53,916	55,478	57,040	58,603
4.0	44,548	46,346	48,144	49,941	51,739	53,331	54,925	56,520	58,113	59,706
4.5	45,235	47,100	48,962	50,823	52,678	54,311	55,935	57,562	59,184	60,808
5.0	45,920	47,850	49,778	51,706	53,635	55,291	56,946	58,603	60,258	61,912
5.5	46,606	48,603	50,593	52,588	54,582	56,269	57,953	59,642	61,328	63,016
6.0	47,293	49,354	51,409	53,468	55,530	57,244	58,963	60,679	62,400	64,121
6.5	47,979	50,105	52,227	54,352	56,476	58,222	59,971	61,720	63,471	65,218
7.0	48,666	50,856	53,043	55,233	57,422	59,202	60,977	62,759	64,537	66,315
7.5	49,351	51,607	53,860	56,114	58,367	60,179	61,987	63,796	65,608	67,417
8.0	50,037	52,358	54,676	56,993	59,314	61,156	62,996	64,835	66,677	68,518
8.5	50,723	53,107	55,490	57,872	60,259	62,131	64,000	65,874	67,747	69,617
9.0	51,407	53,857	56,306	58,752	61,206	63,106	65,007	66,911	68,814	70,716
9.5	52,092	54,607	57,120	59,634	62,149	64,080	66,015	67,949	69,883	71,815
10.0	52,777	55,358	57,935	60,515	63,093	65,056	67,019	68,984	70,949	72,913
10.5	53,460	56,106	58,748	61,391	64,038	66,031	68,027	70,020	72,018	74,012
11.0	54,144	56,854	59,562	62,269	64,984	67,006	69,032	71,057	73,083	75,109
11.5	54,827	57,602	60,376	63,148	65,924	67,978	70,038	72,092	74,151	76,206
12.0	55,511	58,349	61,187	64,029	66,868	68,953	71,041	73,129	75,215	77,302
12.5	56,194	59,099	62,000	64,903	67,810	69,927	72,046	74,161	76,280	78,398
13.0	56,876	59,847	62,815	65,779	68,749	70,899	73,049	75,194	77,345	79,495

## Appendix C

Teacher Contract For North St. Paul - Maplewood - Oakdale Schools  
Independent School District No. 622  
2520 East 12<sup>th</sup> Avenue, North St. Paul, Minnesota 55109

**A. Introduction:** The School Board of Independent School District number 622 of the State of Minnesota, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enters into this annual contract pursuant to Minnesota Statutes as amended with, \_\_\_\_\_ a legally qualified teacher, who agrees to teach in the public schools of said district as for the regular school year of, or for a lesser period beginning on or about \_\_\_\_\_ and ending on or about \_\_\_\_\_.

**B. General Provisions:** The following provisions shall apply and are a part of this contract:

- 1.) **Basic Services:** Said teacher shall faithfully perform the services of the above position as prescribed by the School Board or its designated representative, abide by the rules and regulations established by the School Board, State Board of Education, for the annual salary indicated below, and agrees to teach in the schools of said district as assigned in accordance with the Master Contract to such grades or subjects for which the teacher has the necessary certification.
- 2.) **Duration:** This contract is subject to the provisions of Minnesota Statutes as amended and to all laws, rules and regulations of the State of Minnesota, relevant to qualification, certification, employment, termination, and discharge for cause of teachers. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation as provided by law.
- 3.) **Calendar:** School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School District is authorized to conduct school if the School Board so determines.
- 4.) **Additional Services:** The School Board, or its designated representatives, may assign the teacher to extra-curricular, cocurricular, or other assignments subject to the Master Contract and to established compensation for such services which exceed the services prescribed in Paragraph 1. Said extra-curricular, cocurricular or other assignments shall, insofar as possible, be described in Paragraph 7 of this contract, together with a recitation of the compensation, if any, to be paid for said assignment during the term of this contract. The School Board or its designated representative, for just cause, may make additions or amendments to these assignments during the terms of the school year as shall be necessary. Said extra-curricular, cocurricular or other assignments and compensation, if any, for such assignment included as part of the teacher's contract shall be several according to school policy and shall not become part of the teacher's continuing rights unless expressly set forth in paragraph 7.
- 5.) This teacher contract shall be subject to the Master Contract between the School District and the exclusive representative and the provisions of Minnesota Statutes.
- 6.) **Substitute Service (complete this section if applicable):** This contract is issued under the authority granted the School District under Minnesota Law to employ a teacher for substitute service and shall terminate with the closing date stated in Paragraph 1 above without the necessity of formal board action to terminate this contract pursuant to Minnesota Statutes. The teacher employed under this contract is:
  - a) Replacing, \_\_\_\_\_ a regular teacher on an approved leave of absence of less than a full school year from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, or
  - b) Employed because of an emergency of less than the full school year caused by \_\_\_\_\_
- 7.) **Special Provisions:** (State below if this contract is to be for part-time service, list any other special provisions, and indicate whether any additional service is to become a part of the continuing contract).

**C. Compensation:** In consideration thereof, the School Board agrees to pay such teacher the following annual salary: \$\_\_\_\_\_ for basic services: \$\_\_\_\_\_ for additional services which amounts shall be paid as authorized or in such installments during the term of the school year as may be determined by appropriate regulations. \$\_\_\_\_\_ Total Salary, exclusive of fringe benefits.

IN WITNESS THEREOF we have subscribed our signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Teacher \_\_\_\_\_ Chairman \_\_\_\_\_ Clerk \_\_\_\_\_

## Appendix C-1

### ECFE TEACHER CONTRACT Independent School District No. 622 2520 East 12<sup>th</sup> Avenue North St. Paul, Minnesota 55109

**A. Introduction:** The School Board of Independent School District No. 622 of the State of Minnesota, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, enters into this annual contract with \_\_\_\_\_, a legally qualified teacher, who agrees to teach in the public schools of said district as an Early Childhood Family Education Teacher for the program year of \_\_\_\_\_, or for the lesser period beginning on or about \_\_\_\_\_ and ending on or about \_\_\_\_\_, replacing \_\_\_\_\_.

**B. General Provisions:**

**1. Basic Services:** Said teacher shall faithfully perform the services of the above position as prescribed by the School Board or its designated representative, abide by the rules and regulations established by the School Board, State Board of Education, for the hourly pay rate or annual salary indicated below, and agrees to teach in the schools of said district as assigned in accordance with the Master Contract to such grades or subjects for which the teacher has the necessary license(s).

**2. Duration:** This contract is subject to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge for cause of teachers. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation as provided by law.

**3. Calendar:** Program year shall be as indicated in the Early Childhood Family Education calendar, and the teacher agrees to teach on those legal holidays on which the School District is authorized to conduct school if the School Board so determines.

**4. Additional or Extra Assignments:** The School Board or its designated representatives may assign the teacher to additional or extra assignments subject to the Master Contract and to established compensation for such services which exceed the services prescribed in Paragraph 1. Said additional or extra assignments shall, insofar as possible, be described in Paragraph 5 of this contract, together with a recitation of the compensation, if any, to be paid for said assignment during the term of this contract. The School Board or its designated representative, for just cause, may make additions or amendments to these assignments during the terms of the program year as shall be necessary. Said additional or extra assignments and compensation, if any, for such assignment included as part of the teacher's contract shall be severed according to school policy and shall not become part of the teacher's continuing rights.

**5. List Additional or Extra Assignments and Compensation for Same;**

**6. FTE Equivalency:** The full-time equivalency of this contract, as defined by the Memorandum of Understanding dated June 12, 1998 between the School District and the exclusive representative is \_\_\_\_\_ FTE.

**C. Compensation:**

In consideration thereof, the School Board agrees to pay such teacher the rate of \$\_\_\_\_\_ per hour for annual entitlement hours of \_\_\_\_\_. Actual salary may vary according to hours worked and timesheets submitted. Additional or extra assignments shall be paid as authorized or in such installments during the term of the program year as may be determined by appropriate regulations.

IN WITNESS WHEREOF we have subscribed our signature this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Teacher's Signature \_\_\_\_\_

Chair, School Board \_\_\_\_\_

Clerk, School Board \_\_\_\_\_

Appendix C-2

ECFE TEACHER CONTRACT RENEWAL  
Independent School District No. 622

TEACHER'S NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

EMPLOYEE # \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

Assignment Start Date: \_\_\_\_\_

Assignment End Date: \_\_\_\_\_

1. Salary Schedule Lane: \_\_\_\_\_

2. Salary Schedule Step: \_\_\_\_\_

3. FTE\* (Full-Time Equivalency):  
\*[Total Annual Hours Divided By 1372.5 = FTE]

4. Maximum Annual Entitlement Hours (beginning with 1993-94): \_\_\_\_\_

5. Actual Hours Assigned: \_\_\_\_\_

6. Hourly Rate of Pay: \_\_\_\_\_

7. **BASE SALARY**  
(Item #5 x item #6 unless voluntary relinquishment of maximum entitlement):

8. Additional Pay/Extra Assignments Added After 7-1-98 (these assignments may be included in item #5 above but do not enhance FTE entitlement):

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

9. **TOTAL SALARY**  
(line #7 + line 8 – actual salary may vary according to timesheets submitted):

This contract extension is for the purpose of determining compensation and benefits only. Signature by either party is not required.

Date Prepared: \_\_\_\_\_

Revised: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: \_\_\_\_\_ Date: \_\_\_\_\_



## Appendix D

### Senior High Interscholastic Athletic Contract For Independent School District 622

It is agreed that \_\_\_\_\_ will supervise the following activities during the \_\_\_\_\_ school year.

Unless the particular activity is terminated at the conclusion of the year, or unless there is mutual consent on the part of both parties to this agreement, it is understood that this agreement will be continued during succeeding years unless either party gives notice of termination at least one calendar year in advance. It is further understood that this agreement does not carry with it the tenure provisions of Minnesota Statutes and also will not be binding upon the teacher who resigns from the district.

Activity \_\_\_\_\_

Points

Coaching Categories		_____
Experience		_____
Responsibility	# of coaches	_____
	# of levels	_____
Involvement And Unusual Practice Time		_____
Playoff Advancement (from prior year)		_____
Total Points		_____
Salary		\$ _____

Supervisor \_\_\_\_\_

Coach \_\_\_\_\_

Date \_\_\_\_\_

## Appendix D-1

### GUIDELINES FOR COACHES AND PARTICIPANTS RATIOS

Examples of coach-to-participant ratios for senior high. Exceptions to these examples may be made by the activities director to accommodate program needs.

Basketball, Softball, Baseball, Tennis, Volleyball, Soccer, Football, Hockey	# of Coaches	1	2	3	4	5	6
	# of students	1-18	19-31	32-44	45-57	58-70	71-83
Wrestling, Gymnastics	# of Coaches	1	2	3	4	5	6
	# of students	1-20	21-35	36-50	51-65	66-80	81-95
Track	# of Coaches	1	2	3	4	5	6
	# of students	1-22	23-39	40-56	57-73	74-90	91-107
Swimming	# of Coaches	1	2	3	4	5	6
	# of students	1-25	26-45	46-65	66-85	86-105	106-125
Cross country Skiing nordic Golf	# of Coaches	1	2	3	4	5	6
	# of students	1-30	31-55	56-80	81-105	106-130	131-155

Examples of coach-to-participant ratios for middle school. Exceptions to these examples may be made by the activities director to accommodate program needs.

#### Middle School sports minimum number of players

Sport	Team	minimum participants Per Team	maximum participants Per Coach
Football	7 <sup>th</sup> lightweight	15	25
	7 <sup>th</sup> heavyweight	15	25
	8 <sup>th</sup> lightweight	15	25
	8 <sup>th</sup> heavyweight	15	25
Soccer	boys 7 & 8	13	26
	girls 7 & 8	13	26
Tennis	boys 6, 7, & 8	10	25
	girls 6, 7, & 8	10	25
Volleyball	7 <sup>th</sup>	10	25
	8 <sup>th</sup>	10	25
Cross-country	6, 7, & 8	10	30
Basketball	boys 7 <sup>th</sup>	10	20
	boys 8 <sup>th</sup>	10	20
	girls 7 <sup>th</sup>	10	20
	girls 8 <sup>th</sup>	10	20
Wrestling	6, 7, & 8	10	20
Softball	7 <sup>th</sup>	15	30
	8 <sup>th</sup>	15	30
Baseball	7 <sup>th</sup>	15	30
	8 <sup>th</sup>	15	30
Track	boys 6, 7, & 8	15	30
	girls 6, 7, & 8	15	30

## Appendix E

### Grievance Report Form

for

Independent School District 622

Fill out four copies

Original

Immediate Supervisor

2nd copy

Association Office

1st copy

Association Representative

3rd copy

Human Resources Office

#### LEVEL I.

Date Cause of Grievance Occurred:

Date of Step One Informal Meeting:

Statement of Grievance including provision(s) of Contract language allegedly violated:

Relief Sought:

Signature of Grievant:

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Date:

---

Signature of Association  
Representative:

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Date:

---

Disposition by Principal/Immediate Supervisor:

Signature of Principal/  
Immediate Supervisor:

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Date:

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**Level II.**

Date Submitted to Appropriate District Administrator:

Disposition by Appropriate District Administrator:

Signature of Appropriate  
District Administrator:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Level III:**

Date Submitted to Superintendent:

Disposition by Superintendent (or designee):

Signature of Superintendent:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Level IV:**

Date Submitted to Arbitration:

Arbitrator's Award:

Signature of Arbitrator:

\_\_\_\_\_

Date:

\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT 622  
AND  
NORTH SAINT PAUL MAPLEWOOD OAKDALE EDUCATION ASSOCIATION**

Whereas, a task force to study elementary teacher preparation time has been convened by district 622 and the North St. Paul-Maplewood-Oakdale Education Association, and

Whereas, the task force has developed a number of recommendations to enhance elementary teacher preparation time, and

Whereas, district 622 and the North St. Paul-Maplewood-Oakdale Education Association have been working to enhance elementary preparation time.

Be it therefore resolved that district 622 and the North St. Paul-Maplewood-Oakdale Education Association agree that the following cost free items will be implemented as soon as possible.

- Each elementary building will schedule a 25-minute block of time each day or a total of 125 minutes each week (either before or after the student day) to be designated a prep time for teachers.
- Buildings will use consistent scheduling of regular meetings.
- Notification of the scheduled uninterrupted 25 minutes per day or 125 minutes per week is communicated to parents and other parties through the building office, and

That both parties further agree to explore and work toward enhancing elementary preparation time within the student day through strategies such as the following when adequate funding becomes available and logistics are favorable.

- Within the current 6-hour student contact day add additional specialists, such as art, to the elementary schedule to create one additional 30 minute preparation time a week for the classroom teacher, or increase current specialist time by 5 minutes each to create an additional 25 minutes of preparation time per week during the student contact day.
- Over a period of time, add 5 -10 minutes to the student contact day until a 6.5 hour student contact day is achieved at the elementary level. the additional student contact to be covered by specialists to increase preparation time during the day.
- Building/grade levels look at flexible grouping to create more uninterrupted preparation time within the student day.

North St. Paul-Maplewood-Oakdale  
Education Association

Independent School District 622

By: \_\_\_\_\_  
Rory Sanders

By: \_\_\_\_\_  
Christine Osorio

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT 622  
AND  
NORTH SAINT PAUL MAPLEWOOD OAKDALE EDUCATION ASSOCIATION**

WHEREAS, the School Board of ISD 622 adopted 2009-2010 and 2010-2011 budget cuts in middle school athletics and gave direction that such cuts would likely be achieved through reduced scheduling time;

WHEREAS, the School District has chosen to reduce the athletic schedule in the same format as was done for the 2002-2003 school year.

NOW THEREFORE, be it resolved; that for the 2009-2010 and 2010-2011 school years middle school coaches shall be paid .8 FTE of the athletics schedule, for a twenty percent (20%) reduced athletic activities schedule.

North St. Paul-Maplewood-Oakdale  
Education Association

Independent School District 622

By: \_\_\_\_\_  
Rory Sanders

By: \_\_\_\_\_  
Christine Osorio

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT 622  
AND  
NORTH SAINT PAUL MAPLEWOOD OAKDALE EDUCATION ASSOCIATION**

In addition to the contractually provided health insurance described in Article VIII Section 1, the district agrees to provide the following:

The district shall offer a high deductible health plan (HDHP) and an accompanying personal VEBA (Voluntary Employee Beneficiary Association) trust. The district's maximum contribution to the single or family insurance premium and trust account will not exceed the total monthly amount contributed to the single or family plan stated in Article VIII section 1 of the Master Contract and the contribution is applied first to the personal trust account consisting of 80% of the HDHP deductible amount and then towards the HDHP premium. The district's trust contribution shall consist of two parts: 31.25% paid in July of each year and the remaining trust contribution paid equally over the next eleven months.

This MOU shall run concurrently with the master contract and have the same rights and obligations as the master contract.

North St. Paul-Maplewood-Oakdale  
Education Association

Independent School District 622

By: \_\_\_\_\_  
Rory Sanders

By: \_\_\_\_\_  
Christine Osorio

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Independent School District 622**  
**and**  
**NSPMOEA**

WHEREAS, it was agreed upon during contract negotiations the District and NSPMOEA would pilot new language related to a teacher's ability to take time off.

NOW THEREFORE, be it resolved; that for the 2017-2019 contract years the following language supercedes the following sections and subdivision of Article IX, Leaves of Absence in the collective bargaining agreement: Section 1., Subd. 2 and Section 5, Subd. 1, 2 and 3.

**ARTICLE IX - LEAVES OF ABSENCE**

Section 1. Accumulated Leave

Subd. 1. A teacher will earn twelve (12) days of accumulated leave time per school year. All accumulated leave is maintained in hours and teachers can use in hour increments. All paid time, including discretionary leave, sick leave and family illness will be deducted from a teacher's accrued accumulative leave balance. Teachers are encouraged to inform their administrators of planned absences as far in advance as possible.

Subd 2. Sick Leave: Sick leave is to be used for absences caused by personal or family illness or disability and deducted from a teacher's accumulated leave balance. The unused portion of such allowance shall accumulate from year to year to a maximum of 280 days. The School District shall allow a teacher to use sick leave for additional purposes as indicated in subsequent subdivisions of this Master Contract. Other exceptions may be made at the discretion of the School District as recommended by the Superintendent.

Subd 3. Discretionary Leave: A teacher may use accumulated leave at his/her discretion for pre-arranged absences during the school year. Such leave does not accumulate. Teachers may use up to the following days based on years of service in District 622:

- a) At the start of years one through three - 3 days
- b) At the start of years four through ten – 5 days
- c) At the start of eleven years and beyond – 7 days

Approval of discretionary leave is subject to the following provisions:

- a) Use of discretionary leave will not be available if a probationary teacher has ten (10) or less days of accrued accumulative leave.
- b) The teacher must notify the appropriate administrator a minimum of three (3) days in advance of the absence except in the case of emergency.
- c) The administrator is not obligated to grant discretionary requests of more than ten (10) percent of the teaching staff in a building.
- d) Cannot take more than five (5) consecutive days.
- e) Will not be used immediately preceding or following a school holiday or a vacation period.
- f) May not be taken in the first ten (10) day and last ten (10) days of the school year.
- g) May not be used during parent conference days.
- h) Exceptions to sentences a, b, c, d, and e may be granted by the Director of Human Resources. The decision of the Director shall not be subject to review under the grievance procedures of the contract.

Subd. 4. Bereavement Leave: Up to five (5) days of accumulated leave shall be granted because of a death. Additional leave may be granted in special circumstances with the approval of the Director of Human Resources.

Subd. 5. Unpaid Leave: Additional personal leave may be granted by the School District to teachers who request such leave. The teacher receiving such leave shall have full salary deducted for the days absent.



Subd. 6. Unspecified Leave: Effective July 1, 2018, unspecified leave will no longer be granted. Teachers who have accumulated unspecified leave will be allowed to utilize unspecified leave provided reasonable notice is given to the building principal. The pay of a teacher using such leave shall be reduced by an amount equal to the current rate for daily substitute service. These days may not be used immediately preceding or following a school holiday or a vacation period more often than once in a 2-year time period. Unspecified leave days may not be used during parent conference days or the first 10 or last 10 days of the regular school calendar.

North St. Paul-Maplewood-Oakdale  
Education Association

Independent School District 622

By: \_\_\_\_\_  
Rory Sanders

By: \_\_\_\_\_  
Christine Osorio

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Independent School District 622**  
**and**  
**NSPMOEA**

WHEREAS, it was agreed that the current process for staffing itinerant positions involves posting of all vacancies in accordance with Article X, Assignment and Reassignment.

WHEREAS, it was agreed that staffing for itinerant positions is difficult given many fractional FTE's involved.

NOW THEREFORE, be it resolved; that for the 2017-2019 contract years the District and the union are committed to reviewing itinerant positions prior to spring staffing each year and considering options for staffing itinerant positions.

North St. Paul-Maplewood-Oakdale  
Education Association

Independent School District 622

By: \_\_\_\_\_  
Rory Sanders

By: \_\_\_\_\_  
Christine Osorio