

AGREEMENT

Between

SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 194

And

EDUCATION MINNESOTA LAKEVILLE

Effective

July 1, 2021 through June 30, 2023

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 194, Lakeville, Minnesota, hereinafter referred to as the School Board, and the Education Minnesota Lakeville, AFT, NEA, AFL-CIO Local No. 1803, hereinafter referred to as EML, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for educators during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

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

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

Section 5. Use of Facilities:

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

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

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

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

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of a School District. The terms are subject to the provisions of M.S. 179A.01 regarding the rights of public employers and scope of negotiations.

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

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

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

ARTICLE IV

SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and student-related services and reasonably participate in school activities beyond the basic Educator's day as prescribed by the

School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V

EDUCATOR RIGHTS

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

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

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

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

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

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

Section 4. Payroll Deductions:

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

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

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

Section 6. Personnel Files:

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

Section 7. Progressive Discipline:

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

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

1. Oral Reprimand: An oral reprimand shall only be given to an educator in the presence of a union representative. The supervisor shall meet with the employee to review the supervisor's observations, unacceptable performance or misconduct and inform the employee that his/her conduct, performance or both must improve. The supervisor will make a record of the oral reprimand and forward it to the District Human Resource office to be placed in the employee's personnel file. A letter of direction may or may not be included as part of the oral reprimand.

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

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

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

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

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

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

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

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

Section 9. Staffing / Schedules

Section 1. All educators will be provided a complete schedule which includes the following:

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

Section 2. Beginning of School Year for all staffing in place prior to August 15

Subd. 1. This schedule will be provided on or by the first day of workshop week.

Subd. 2. If, after August 15, a position is filled or sections are either added or reduced, a new schedule or modified schedule as needed will be provided within fourteen (14) calendar days.

Section 3.

Subd. 1. At the beginning of the school year, prior to August 15th, the District shall determine the schedules of staff needed for each of three modalities: Traditional In-Person, Hybrid, Distant/Remote Learning. These schedules shall be posted at each site.

Subd. 2. If changes in the learning model are made due to an exigency after workshop week, educators will be provided at least 3 calendar days to transition when possible based on District consideration of educational and operational needs

Section 10. Modalities of Learning

Subd. 1. Definitions

A. Brick and Mortar

1. In-Person Learning: In-Person Learning shall be defined as instruction consisting of 100% of student learning provided in the classroom. Courses deemed as in-person learning shall be taught, managed, and enrolled within the brick and mortar setting.
2. Hybrid Learning: Hybrid Learning shall be defined as a course that offers at least 40% but less than 75% of learning online with the remainder of the learning happening within the in-person modality. Courses deemed as hybrid learning shall be taught, managed and enrolled within the brick and mortar setting.
3. Online Learning: Online Learning within the brick and mortar shall be defined as a course where students receive instruction from a brick and mortar educator 100% online. Courses deemed as online learning shall be taught, managed and enrolled within the brick and mortar setting.

B. LinK12

1. LinK12 shall be defined as the MDE approved Online Learning Provider within Lakeville Area Schools.
2. Online Learning within LinK12 shall be defined as courses where students receive required instruction 100% online from a LinK12 educator.

Subd. 2. Assignments

A. Brick and Mortar Assignments

1. Assignments made within this modality of learning will be assigned in accordance with Article VIII, Section 11 of the CBA agreed upon between the District and EML.

B. LinK12 Assignments

1. The District shall consider educators currently employed by the District for LinK12 FTEs before hiring additional staffing.
2. Educators for LinK12 assignments positions must be employed by the District and be subject to all rights included in the CBA.
3. The number of students enrolled in each class shall follow the District established class size guidelines.

ARTICLE VI

MEET AND CONFER

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

ARTICLE VII

BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules:

Subd. 1. 2021-2022. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of this Agreement for the 2021-2022 school year.

Subd. 2. 2022-2023. The wages and salaries reflected in Schedule B, attached hereto, shall be a part of this Agreement for the 2022-2023 school year.

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

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

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

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

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

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

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

New areas of licensure (District required):

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

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

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

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

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

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

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

Subd. 7. Step Advancement: An educator must work at least 0.5 FTE or the equivalent thereof to qualify for annual step advancement on the salary schedule. An educator with a part-time assignment under 0.5 FTE will advance one step in salary placement every other

year (regardless of FTE level). Under no condition shall an educator be advanced more than one step within a one-year period.

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

Section 4. Pay Periods:

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

Section 5. Part-Time Assignments:

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

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

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

Subd. 4. Link 12:

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

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

ARTICLE VIII

EXTRA COMPENSATION

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

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

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

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

Section 4. National Certifications: Employees who successfully complete the voluntary National Teacher Board Certification process will be paid \$1,750 in addition to their regular annual salary. School Social Workers who earn the License for Independent Clinical Social Work (LICSW), Speech and Language Therapists who earn the National Certificate of Clinical Competency (CCC), School Psychologists who earn the National Certification issued by the National Association of School Psychologists (NCSP), Occupational Therapists who earn the Occupational Therapist Registered (OTR) Certificate, School Nurses who earn a National School Nurses Certification, ECCE Educators who earn the Certified Family Life Educator from the National Board of Family Educators, School Counselors who earn National Certified Counselor (NCC) status, and Licensed Marriage Family Therapist status earned will be paid \$1,750 in addition to their regular annual salary. Stipends for part-time employees will be paid on a pro-rata basis.

Section 5. Pay for Service Beyond Contract Period:

Subd. 1. The rate of pay for educators who are employed for an instructional capacity beyond the regular school year contract period shall be paid on a weekly basis the sum of \$1,600 per 40-hour week. Instructional capacity includes curriculum development, extended weeks of teaching and other authorized activities as designated by the School District. Extended weeks of teaching beyond the regular school year contract period shall be paid on a weekly basis the sum of \$1,600 per week. Payments will occur as part of regular payroll cycle.

Subd. 2. Summer School: The rate of pay for educators who are employed for an instructional capacity during summer school shall be paid on a weekly basis at the rate of \$40.00 per hour.

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

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

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

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

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

Amount	Secondary Period/Hours	Elementary Period/Hours
Prep coverage (\$40)	One Period	Up to One Hour
Half-day substitute pay rate (\$75)	2-3 Periods	90 minutes - 3 hours
Substitute pay rate (\$150)	4-5 Periods	3+ hours
Prep coverage plus substitute pay rate (\$40 + \$150 = \$190)	6 Periods, "Doubles Up/Absorbs another class" and loses prep	Elementary Specialist "Doubles Up/Absorbs another class" and loses prep
Prep coverage (\$40) + divided substitute pay rate (\$150) between number of persons covering class	NA	Multiple educators "absorb" another classroom for the day

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

Section 8. Educator Supervision: Educators may be assigned to other duties beyond the basic educator's day at school activities, not to exceed a total of three such duties per year, and be compensated at a rate of \$40.00 per duty assignment. Educators may volunteer for additional duties.

Subd. 1: Examples of such duties would be ticket selling or ticket collecting at home athletic events, and predetermined staffing such as Kindergarten Information Night or Live/Countdown, and any grade level music concert supervision, as approved by the superintendent or his/her designee. Said assignments do not include the responsibilities that an educator is assigned as a class or club advisor.

Subd. 2: Any person assigned these duties shall be compensated, or they may choose to substitute this time for duty expectation hours not placed on the regular calendar.

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

Section 10. Travel Reimbursement: Educators who regularly travel between School District buildings as part of their regular teaching assignment, and as a result have a loss of prep or an increase in the length of their duty day, shall be compensated at the rate of \$6,920 for an entire year (traveling every teaching day). Any educator who travels less than every teaching day shall be compensated on a pro-rata basis, number of travel days / number of student contact days. Any educator who travels shall also be reimbursed for mileage in accordance with the Internal Revenue Service established rates. Persons who regularly travel between two sites will receive written notification from the Human Resources Department as to whether they do or do not qualify for the stipend by October 1st of each year.

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

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

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

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

ARTICLE IX

TAX DEFERRED MATCHING CONTRIBUTION PLAN

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

<u>Years of Active Service in the District:</u>	<u>Employer Match</u>
0 – Tenure	\$ 500
Tenure - 5	\$ 700
6 -10	\$1,400
11 - 20	\$1,600
21+	\$1,800

Section 2. Active Service: Active Service is defined as credited years for purposes of step movement as of July 1, 2011. From July 1, 2011 to June 30, 2021, active service is defined as credited years of service for purposes of step movement, with the additional requirement that an educator be assigned to at least 0.5 FTE. After July 1, 2021, active service is defined as credited years of service for purposes of step movement (as per Article VII, Section 3, Subdivision 7).

Educators placed on Unrequested Leave of Absence (ULA) under Article XVII or on Leave of Absence (LOA) under Article XIII will maintain credited years of active service. Educators on ULA or LOA will receive credit for active service according to Article VII, Section 3, Subdivision 7. An EML President on leave under Article XIII, Section 10 shall receive credit for years of active service while on release time.

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

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

The District and EML agree to the following:

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

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

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

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

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

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

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

by the School District. The District shall make payment to the employee's selected company bi-monthly.

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

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

ARTICLE X

GROUP INSURANCE

Section 1. Employee Group Insurance:

Subd. 1. Health Insurance:

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

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

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

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

Open-Access \$20 Co-pay Plan

2021-2022: \$768.42 per month

2022-2023: TBD

\$500 Comprehensive Major Medical Plan

2021-2022: \$768.42 per month

2022-2023: TBD

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

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

Open-Access \$20 Co-pay Plan

2021-2022: \$1,682.17 per month

2022-2023: TBD

\$500 Comprehensive Major Medical Plan

2021-2022: \$1,682.17 per month

2022-2023: TBD

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

Open-Access \$20 Co-pay Plan

2021-2022: \$2,043.05 per month

2022-2023: TBD

\$500 Comprehensive Major Medical Plan

2021-2022: \$2,043.05 per month

2022-2023: TBD

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

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

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

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

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

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

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

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

Section 4. Duration of Insurance Contribution: Each educator who begins work on the first day of the contract year, and who teaches for the remainder of the school year, will be eligible for School Board contribution to all insurance programs through August 31 of that year. Educators who are hired as regular educators mid-year and are offered a subsequent contract the following year will be eligible for contributions through August 31. Long-term substitute educators will be eligible for contributions through the end of their employment contract unless they are offered a subsequent contract for the following year, in which case they will be eligible for contributions through August 31.

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

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

Section 5. Selection: The selection of the insurance carrier and policy shall be made by the School Board pursuant to law, following consultation with the insurance committee.

Section 6. Employee Premium Costs: All employee paid premium costs shall be through payroll deduction on a pre-tax basis in accordance with IRS rules and regulations.

ARTICLE XI

INSURANCE COMMITTEE

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

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

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

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

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

1. Review of claims and revenue-related information relating to Medical and Dental Insurance programs provided by the District.
2. Review the most recently available 24 months of non-identifiable aggregate claims data. This data will be segregated into distinct benefit categories in order for a plan design analysis to be performed and will be reviewed annually and prior to the issuance of and request for proposal (RFP).
3. Review the RFP and offer suggestions for inclusion prior to it being posted publicly. This shall occur every two years unless the committee agrees to a different time-frame.
4. Any RFP, and subsequent contract, shall be for two years unless the committee agrees to a different time-frame.
5. Opening of provider bids, and subsequent negotiations with providers, shall comply with statute and be reviewed by the committee.
6. Presentation of the analysis of provider bids shall be made by the District, or their designated individuals, to the committee no later than three months prior to the renewal.
7. Determination of the final recommendation for approval by the Board of Education will be made by the committee at a meeting to be held at least 15 days following the presentation of bid analysis. This recommendation shall include (but not be limited to):
 - a. Any changes in a specific benefit or any changes in aggregate value of the plan design must be approved by each applicable bargaining unit represented on the committee.

- b. Voting on decisions of the committee shall be made on a “weighted” basis. Each bargaining unit on the committee shall carry the proportional voting weight of the number of employees they represent in the District’s total. (i.e., if representing 300 of 1500 employees, their vote would be a 20% weighted value.) If a bargaining unit represents more than 50% of the employees of the District, their approval must be obtained on any decision for it to be approved. Vote results will be available to all staff.
- c. Premiums set for each employee option and plan offered by the District.
- d. Reserve target and required timeframe.
- e. A plan of how to distribute any monetary amounts that accumulate in the “reserve fund” above the established “target” percentage to the benefit of the employees covered by the District insurance plans.

ARTICLE XII

GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

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

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

or immediate supervisor in each building.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration beyond Level I of the grievance procedure unless the grievance is submitted in writing to the School Board's designee, with copy to the EML, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 30 days after the date the event giving rise to the grievance occurred, or should have known when the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute waiver of the grievance.

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

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

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

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

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

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed

by the aggrieved party, and such request must be filed in the office of the Superintendent within five days following the decision in Level III of the grievance procedure.

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

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

Subd. 4. Submission of Grievance Information:

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

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

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

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate; and the parties shall have the right to a hearing at which time both parties will have an opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have written jurisdiction over disputes or

disagreement relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any issue in dispute in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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

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

ARTICLE XIII

LEAVES

Section 1. Sick and Emergency Leave:

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

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

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

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

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

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

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

other where there is an on-going relationship and shared household.

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

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

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

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

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

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

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

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

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

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

Subd. 5. An educator who requests sick leave donations shall not have access to the

grievance procedure. All donations are strictly voluntary. The District is responsible for monitoring and recording changes in accumulated sick leave.

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

Educators may on a voluntary basis donate a maximum of sixteen (16) hours of their accumulated sick leave when asked by the exclusive representative. The exclusive representative will ask for the hours to be donated on behalf of an educator who has exhausted their sick leave and has met the FMLA standards before qualifying for LTD. Donation of hours to the sick leave pool will be deducted from the employee at the time of donation. Once the donation has been made, it cannot be reversed.

Section 3. Personal Leave:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment to the member's 403(b) plan shall be made on or before June 30th.

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

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

Section 6. Pregnancy/Childbirth Leave:

Subd. 1. An educator may utilize available sick leave, subject to the provisions of this Section and Section 2 hereof (VSLP), for periods of disability relating to pregnancy, miscarriage or childbirth.

Subd. 2. Such an educator shall notify the District Office in writing no later than thirty (30) days prior to the anticipated leave indicating their intention to utilize sick leave; and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated period of confinement. Employee is required to submit commencement date, return date, delivery date and type of delivery within three working days of the delivery date. Within four (4) weeks following the birth of the child, the educator shall submit a physician's statement indicating the period of disability.

Section 7. Parental/Adoption Leave:

Subd. 1: An educator may use up to a total of one hundred and twenty (120) hours, eighty (80) hours of sick leave and forty (40) hours of personal leave, for the purpose of parental or adoption leave.

Subd. 2: Parental leave will be granted if the requested leave falls within six (6) weeks after the birth of the child. Adoption leave will be granted if the requested leave falls within six (6) weeks surrounding the anticipated adoption date.

Subd. 3: The District reserves the right to make decisions on a case by case basis, in compliance with Family Medical Leave Act (FMLA).

Section 8. Unpaid Child Care Leave

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

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

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

Subd. 3: An educator may request an unpaid child care leave for one full school year following a pregnancy/childbirth, parental, or adoption leave.

Section 9. Legal Leave: An educator required to serve on a jury shall request to be excused from such jury service. Educators who are not excused will be permitted time off without the loss of salary contingent upon the educator reimbursing the School District any fees / per diem received from the court. Any allowable expenses reimbursed by the court, such as mileage, parking, and

meals, may be retained and are the sole responsibility of the educator to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

Section 10. Union Leave: Leave to conduct union business shall be granted as follows:

1. Educator Representation – An educator is entitled to representation by the EML when they are being warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. Leave for educator representation will be on a need basis at the expense of the District. Reasonable representation at mediation and arbitration hearings also is covered under this category.
2. EML Maintenance Activities – At the beginning of every school year, EML shall be credited with leave costed against the settlement package in the amount of \$50,000. The EML president's release time is included in this amount. The cost of the release time shall be calculated as the pro-rata salary of the replacement Educator plus the pro-rata value of the president's benefits. If the total amount of expenditure exceeds \$50,000, EML will reimburse the District. If the total amount of expenditure is below \$50,000, the District will reimburse EML. Such leave shall be used as authorized by the EML president. The District shall be notified of the date of the intended use of such leave. The District shall provide the substitute educator made necessary by this section. EML will notify the Executive Director of Administrative Services as soon as practicable, but no later than May 1st, of its intent to use president's release time the following year.
3. At the beginning of every school year, EML shall be credited with paid leave to be used by educators who are officers or members of the EML. EML shall provide five (5) days advance notice and such leave shall be used as authorized by the EML president and the Director of Administrative Services. EML shall pay the cost of the substitute educator made necessary by this section. Additional days may be granted upon agreement of the parties.

Section 11. Leaves of Absence Without Pay: Leaves of absence without pay may be granted as follows:

1. Requests must be made in writing, stating the purpose of the leave, and must be received in the Human Resource office no later than March 1 preceding the school year for which leave is requested.
2. Leave requests submitted will be acted upon by the Board no later than April 1 preceding the school year for which leave is requested.
3. If an educator on leave does not request continuance of the leave by March 1, it will be assumed that he/she will return the following year. Educators returning after one year from a leave shall be returned to their previous assignment unless a more senior educator has been assigned to the position. Educators on a leave for longer than one year will be reinstated to any position for which they are qualified.

4. The Board will consider the purpose of each leave request along with the total number of requests and staffing conditions within each building when making the decision for approval or denial.
5. The Board may consider individual requests for leaves submitted beyond the dates specified above. Requests will be considered on an individual basis with decision of the Board being final.

Section 12. Medical Leave:

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

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

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

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

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

ARTICLE XIV

HOURS OF SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. IEP Management for Special Education Licensed Staff:

Subd 1. An IEP case manager may request four (4) days of sub coverage to work on due process paperwork (including but not limited to an initial evaluation summary, re-evaluation summary, annual IEP/Progress Reports, or transitions plans). IEP case managers will access substitute days through prior approval from the Director of Special Services, Supervisors, or Coordinators.

Subd. 2. The District shall schedule one "Due Process Paperwork Night" per quarter for

special education educators to meet and work together on due process paperwork. Such meetings will be two hours in length and be compensated at the hourly rate of pay prescribed in Article VIII, Section 5.

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

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

ARTICLE XV

LENGTH OF THE SCHOOL YEAR

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

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

ARTICLE XVI

CANCELLATIONS MODIFICATIONS IN CALENDAR LENGTH OF SCHOOL DAY

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

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

Section 2. Prior to modifying the FLEX Learning Day Policy, pursuant to Section 1 hereof, the School District shall afford to EML the opportunity to meet and confer on such changes. The District and EML agree on the need to work collaboratively when adapting procedures and protocols relating to “Flex Learning Days” before any changes to current practice are implemented.

Section 3. In the event of energy shortage, severe weather, or other exigency, that reach rare and extreme circumstances that require action to meet statutory student instructional time, the School District reserves the right to modify the school calendar or the length of the school day, as the School District shall determine, but with the understanding that the total number of hours / days shall not be increased, i.e., a four-day week with increased hours per day but the total weekly hours not more than the regular five day week.

Section 4. Prior to modifying the scheduled length of the school day pursuant to Section 3 hereof, or scheduling more than two makeup days pursuant to Section 1 hereof, the School District shall afford to the EML the opportunity to meet and confer on such matters.

ARTICLE XVII

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

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

Section 2. Definitions:

Subd. 1. “Educator” includes any professional employee required to hold a license from the State of Minnesota. Speech pathologists, school nurses, and social workers are all educators under the statute. “Qualified” shall mean an educator who is licensed in the subject matter category. “Subject Matter” shall mean areas in which an educator holds a license issued by the State Department of Education and/or Professional Educator Licensing and Standards Board (PELSB).

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

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

Further, an educator is not entitled to exercise seniority when that exercise results in that educator being retained by the District in a field for which the educator holds only an out of field permission, as defined by PELSB, unless the exercise of seniority results in the placement on unrequested leave of absence of another educator who holds an out of field permission in the same field. In determining the length of seniority, an educator who has been reinstated by action of the School Board and educator without interruption of regular service shall retain his/her original seniority date.

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

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

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

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

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

Section 4. Unrequested Leave of Absence:

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

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

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

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

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

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

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

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

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

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

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

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

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

If an educator is on a partial ULA (i.e., less than the full contracted FTE amount) the same procedures above will apply. An educator on full or partial ULA, however, is not required to accept anything less than the fully contracted FTE amount and will not lose recall rights if

such an offer is made and declined. If the full contracted FTE amount is offered prior to August 1 and is declined, the educator will lose all recall rights and may be terminated unless the School District approves a leave of absence.

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

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

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

Section 5. Notification for Purposes of Reinstatement:

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

Subd. 2. Reinstatement must be in the inverse order of placement on leave of absence. A Educator must not be reinstated to a position in a field for which the educator only holds an out of field permission, other than a vocational education license, while another educator who holds a Tier 4 license in the same field remains on unrequested leave.

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

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

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

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

1. "Casual Sub": Less than five (5) days; \$15/day premium above District established rate.

2. "Short-Term Sub": Five (5) to twenty-nine (29) consecutive days for the same educator; BA Step 2 rate.
3. "Long-Term Sub": Thirty (30) consecutive days or greater for the same educator; pay and benefits as provided in the collective bargaining agreement.

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

ARTICLE XVIII

EARLY RETIREMENT INCENTIVE

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

Section 2. Active Service: Active service is defined as credited years for purposes of step movement as of July 1, 2011. From July 1, 2011 to June 30, 2021, active service is defined as credited years of service for purposes of step movement, with the additional requirement that an educator be assigned to at least 0.5 FTE. After July 1, 2021 active service is defined as credited years of service for purposes of step movement (as per Article VII, Section 3, Subdivision 7).

Educators placed on Unrequested Leave of Absence (ULA) under Article XVII or on Leave of Absence (LOA) under Article XIII will maintain credited years of active service. Educators on ULA or LOA will receive credit for active service according to Article VII, Section 3, Subdivision 7. An EML President on leave under Article XIII, Section 10 shall receive credit for years of active service while on release time.

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

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

In the event an educator has required use of long-term disability per Article X, Section 1, Subd. 6 during the final five (5) years of employment, and has not accrued one hundred (100) days (800 hours) of sick leave at the time of retirement, the educator may request a donation of sick days (hours) from the Voluntary Sick Leave Pool (Article XII, Section 2). Up to a maximum of thirty-five (35) donated days (280 hours) may be allowed in order to reach the one hundred (100) days (800 hours) under this provision.

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

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

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

Section 6. Insurance Eligibility: In addition, educators who qualify for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program at the enrolled tier (Single, Employee +1, Family) in place at the date of retirement unless there is a qualifying life event and shall remain eligible for District contributions toward single coverage at the level provided at the date of retirement. District insurance premium contributions shall continue until the educator becomes eligible for Medicare. As of December 31, 2011, this section shall no longer apply to any educator subsequently hired by the District. A new post-employment benefit shall take its place and operate under the following section.

Section 7. Retirement Insurance:

1. The District shall contribute \$3000 per year, on a cumulative basis, into a Health Reimbursement Arrangement (HRA) effective the start of the fourth (4) year of employment. Contributions will be made annually through the twentieth (20) year of employment with the District, for a total District maximum contribution of \$51,000.
2. The funds contributed by the District and placed in an HRA account for educators hired after December 31, 2011, shall not vest with the employee until they complete twenty (20) years of active service with the District. Upon an educator's termination of employment with the District, any funds that have not vested shall revert back to the District.
3. The District shall retain control of any funds contributed into an HRA on behalf of an educator until those funds have vested (i.e., until 20 years of active service in the District have been completed). The District shall remain responsible to invest any funds and pay any associated fees until the funds vest with the educator, at which point those responsibilities shall be transferred to the educator.

Subd. 1: Early Retirement: An educator who was hired prior to January 1, 2012, has twenty (20) years of teaching experience in the School District and is at least fifty-five (55) years of age shall be eligible upon retirement to participate in the District's hospital-medical insurance plan pursuant to Article XVII, Section 6, until the educator becomes eligible for Medicare. Retirees who are eligible to receive or who are receiving an annuity from a public pension fund are eligible to continue participation in the District's group health, hospitalization, and dental plans indefinitely at their own expense, pursuant to M.S. 471.61, Subd. 2b.

ARTICLE XIX

ASSIGNMENTS & TRANSFERS

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

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

Section 2. Staffing and Transfer Process:

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

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

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

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

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

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

1. Hold an individual meeting with the educator proposed for a change in assignment.
2. Provide in writing, the specific rationale for such a change consistent with the criteria for transfer as outlined in Article XIX, Section 8.
3. Hold a grade level (elementary) or department (secondary) meeting to determine if there is “consensus” as defined in Article XIX, Section 8.
4. Documentation of the meetings and rationale for the change in assignment will be provided to the Executive Director of Administrative Services and the EML President.

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

Section 4. Voluntary Job Trade: Two educators may voluntarily propose to their principal/immediate supervisor, a “trade” of assignments/positions for the following school year.

Qualifications and Conditions of a Voluntary Job Trade:

1. Such a proposal must be limited to two positions within the same work site.
2. Both educators must be appropriately licensed for the assignments/positions involved.
3. The approval of such a proposal shall be at the sole discretion of the principal/supervisor with approval of the Executive Director of Administrative Services.
4. At the end of the first year, as part of the staffing process, the principal/supervisor shall evaluate the effectiveness of the job trade and determine whether it will continue (deemed effective), or the educators involved will be returned to their original positions (deemed not to be effective).

Section 5. Voluntary Transfer: An educator is voluntarily transferred when a vacancy exists, the educator has submitted a Voluntary Transfer Request Form and meets the criteria for transfer as enunciated in Article XIX, Section 8.

Section 6. Involuntary Transfer: An educator may be involuntarily transferred to a position in another building when lack of enrollment indicates that a position must be eliminated.

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

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

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

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

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

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

1. The educator must notify the Executive Director of Administrative Services by March 1st of the year preceding the school year in which the educator would return to a teaching assignment.

2. If the educator has held the position up to two (2) years, they will be allowed to return to their previously held teaching assignment.
3. If the educator has held the position for three (3) years or more, they may be:
 - a. Transferred into an open/vacant position for which they are appropriately licensed.
 - b. Transferred into a position for which they are appropriately licensed, currently held by probationary staff.

Section 7. Vacancies:

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

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

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

Section 8. Criteria for Transfer: The employer shall make every reasonable effort to grant applications for voluntary transfers to the extent that such applications are consistent with the educational requirements of the District. If more than one (1) educator who is eligible has applied for a vacant position through voluntary transfer, or in the case of an involuntary transfer being necessary, selection for transfer shall be based on the following criteria:

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

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

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

The District retains the right to implement involuntary transfers under provisions of Article XIX, Section 6 of the agreement per M.S. 122A.40, Subd. 10 for the following reasons: discontinuance of position, lack of pupils, financial limitations, and merger of classes caused by consolidation of Districts.

Section 9. Shared Assignment Guidelines:

Definition

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

Qualifications and Conditions of a Shared Assignment Position:

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

11. A full step will be granted for salary schedule placement during the period of shared assignment.
12. The staff members shall agree to the qualifications and conditions provided herein, refrain from applying for unemployment compensation during that year, and agree to any other conditions which are consistent with the Master Agreement.
13. If one member leaves during the course of the school year because of illness, child care or other exigency, the remaining member will automatically become a full-time educator in that assignment until such time as a permanent substitute can be retained.
14. Staff members will sign an agreement stating the conditions of the shared assignment.
15. New buildings shall not be eligible to be requested for a shared assignment for the first two years of operation.
16. Up to ten (10) positions per year may be permitted shared assignments at the discretion of the School District.
17. Shared assignment for purposes of child care or child rearing shall be considered on an individual basis related primarily to the needs of the School District. Child care leave is intended to provide opportunities for leave from regular teaching to care for children. Where economic hardship will occur, child care shall be considered within the guideline of this policy.

ARTICLE XX

PUBLICATION OF AGREEMENT

Section 1. Publication: Within thirty (30) calendar days after the Agreement between the Lakeville School District and the EML is signed, it shall be posted electronically for all Educators now employed, hereafter employed, or considered for employment by the Board. Directions will be provided as necessary (including to all new hires) on how to access the Agreement on the District website by the Human Resources Department. Fifty (50) copies of this Agreement shall be printed at the expense of the School Board within thirty (30) calendar days after the Agreement is signed and provided to EML. This document will be page numbered and articles, sections, and subdivisions noted for reference purposes.

ARTICLE XXI

STAFF DEVELOPMENT

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

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

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

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

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

ARTICLE XXII

EARLY CHILDHOOD AND FAMILY EDUCATION (ECFE)

And

ADULT BASIC EDUCATION (ABE) EDUCATORS

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

1. Seniority Provisions
 - a. Any ECFE educators hired shall accumulate no seniority on the regular educator seniority list and that accrual of seniority within the ECFE program shall follow normal seniority provisions.
 - b. Any ABE educators hired after July 1, 2019 shall accumulate no seniority on the regular educator seniority list and that accrual of seniority within the ABE program shall follow normal seniority provisions.
2. The District may lay off any educator within the ECFE or ABE programs with thirty (30) calendar days’ notice.
3. The exclusive representative acknowledges that it has agreed to the thirty (30) day lay-off notice provision for ECFE and ABE educators pursuant to its rights under Minnesota Statute, Section 122A.40, and as specific exception to the rights under its contract with the School District.

4. Salary schedule placement for ECFE and ABE educators shall be in accord with the terms and conditions of the Master Agreement.

5. The ECFE and ABE administrators will establish anticipated annual staffing needs for the upcoming year by May 15th, and will post assignments and vacancies in accordance with Article XIX, Section 2, Subd. 1-3. Any additional assignments that will become part of the annual FTE allocation will be posted by August 1st.

Any extra assignments after August 1st (assignments that are not part of the annual FTE allocation) will be filled using the voluntary transfer procedure (Article XIX, Section 5). Extra assignments are long-term substitute in nature. The hourly rate of pay for all extra assignments will be based on the average daily rate of pay as established by the salary schedule (i.e. salary, including longevity pay, divided by 186 days, divided by 8 hours). If any extra assignments continue into the following year, they will become part of the annual FTE allocation. Assignments for summer classes will be compensated in accordance with Article VIII, Section 5, Subd. 2.

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

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

ARTICLE XXIII

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 135 calendar days prior to the expiration of this Agreement.

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

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

Section 4. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent of the parties.

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

ARTICLE XXIV

TEACHER DEVELOPMENT AND EVALUATION / Q-COMP

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

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

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

1. Term: The TDE Plan will take effect on August 25, 2014, and the ATPPS/Q-Comp Plan takes effect on July 1, 2016.
2. Educator: The TDE Plan and ATPPS/Q-Comp Plan are applicable to all members of the Educator bargaining unit represented by EML.
3. Joint Committee: In the spirit of collaboration on professional issues and a quality workforce, the joint EML-District TDE/ATPPS/Q-Comp committee shall be responsible for overseeing implementation, maintenance, and coordination of the TDE Plan and the ATPPS/Q-Comp Plan.
 - a. Members. The committee shall consist of:
 - Six (6) EML members appointed by and include the EML President.
 - Six (6) District representatives appointed by and include the Executive Director of Teaching and Learning.
 - The TDE / Q-Comp Coordinator shall chair the committee as an ad hoc member and work collaboratively with the EML President and Executive Director of Teaching and Learning.
 - b. Meetings. The committee will meet at least four times per school year. If a meeting is scheduled during the school day or during the summer, the District shall pay the cost.
 - c. The Committee will:
 - Serve as members of the Appeals Process Subcommittee as outlined in the TDE/ATPPS/Q-Comp Plans.
 - Provide advice to administration on the financial and staffing resources required.
 - Determine any staff development required to support both Plans.
 - Will review any statutory changes to the requirements in Minn. Statute.
 - Make any changes or modifications to the Plans.
 - Will discuss and address any inquiries regarding the Plans by the MDE.

4. Plan Modifications: Any modifications to the Plans will be discussed by the committee. Any modifications to either Plan will be made by mutual agreement. Neither party may unilaterally modify either plan. The Plans in effect will remain in effect until proposed modifications have been adopted by the committee (TDE) or ratified by the EML membership and the School Board (ATPPS/Q-Comp).
5. Compensation: Compensation for duties or positions associated with the Plans and the Committee will be paid in accordance with the CBA between the parties.
6. Continued participation in the ATPPS/Q-Comp program shall be subject to a ratification vote of EML members every two years, along with School Board approval for continued participation.

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

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

Roles and Responsibilities

For Site Committees:

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

For District Wide Committee:

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

- Professional Development;
- f. Assist in Implementation of the Strategic Plan;
- g. Serve as an educator Leader;
- h. Participate in on-going Best / Next practice learning opportunities;
- i. Communication of District information to sites.

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

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

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

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

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

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

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

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

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

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

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

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

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


Section 5. Unused Q-Comp Funds:


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

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

EDUCATION MINNESOTA LAKEVILLE

INDEPENDENT SCHOOL DISTRICT 194


Don Sinner, President


Judy Keliher, Board of Education Chair


David Anderson, Board of Education Clerk

Dated this 8 day of February, 2022

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MEMORANDUM OF UNDERSTANDING

TEACHING IN DUAL MODALITIES

The District and EML shall collaboratively examine/define the concept of teaching in dual modalities, associated workload/expectations, and compensation.

Beginning in the second semester of the 2021-2022 school year, no educator shall be expected to teach in dual modalities without mutual agreement between the educator and the principal.

A task force shall be formed, and members shall include:

EML Staff Members (11 total)

- 4 High School educators (2 from each high school)
- 3 Middle School educators (1 from each middle school)
- 4 Elementary educators

District Staff Members (6 total)

- 1 High School principal
- 1 Middle School principal
- 1 Elementary School principal
- 3 at-large members of the Teaching and Learning Department

This task force shall be co-chaired by the Assistant Superintendent and the EML President or their designees. Meetings shall begin by March 1, 2022.

Recommendations, forming an implementation MOU, shall be presented to and approved by the EML Officer Team and the School Board by June 15, 2022. The resulting implementation MOU shall become effective July 1, 2022 for the 2022-2023 school year.

2021-2022 Salary Schedule

STEP									
Semester:	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10	MA+20	MA+30	MA+40
Quarter:	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45	MA+60
2	45,592	46,584	47,568	48,235	49,543	50,532	52,130	52,507	54,105
3	46,581	47,568	48,554	49,541	50,532	51,516	52,507	53,887	55,477
4	47,568	48,554	49,543	50,526	51,516	52,506	53,887	55,271	56,859
5	48,554	49,543	50,532	51,516	52,507	53,887	55,271	56,851	58,445
6	49,384	50,532	51,516	52,506	53,887	55,271	56,851	58,433	60,032
7	50,532	51,516	52,507	53,494	55,271	56,851	58,433	60,013	61,607
8	51,516	52,507	53,494	54,482	56,850	58,433	60,011	61,988	65,036
9	52,507	53,494	54,482	55,466	58,433	60,011	61,988	63,963	66,454
10	53,494	54,482	55,466	56,453	60,011	61,988	63,963	65,936	67,683
11	54,479	55,466	56,453	57,443	61,988	63,963	65,936	67,913	69,388
12	57,443	58,041	58,158	59,418	64,297	66,275	68,247	70,221	71,413
13	58,109	59,699	61,200	62,743	66,869	69,634	71,017	73,386	75,593
14	59,183	61,433	62,934	66,879	75,196	77,211	77,597	78,197	79,590
15	61,121	63,371	64,872	68,614	76,931	78,945	79,101	81,359	81,820
16	61,121	63,371	64,872	70,552	78,869	80,883	81,269	85,031	89,039

Longevity Pay:

Any Educator who has been employed in the School District in an instructional capacity for more than fifteen (15) years shall receive an additional \$3,500. For more than twenty (20) years, they shall receive an additional \$7,200.

2022-2023 Salary Schedule

STEP									
Semester:	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10	MA+20	MA+30	MA+40
Quarter:	BA	BA+15	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45	MA+60
2	47,557	48,549	49,533	50,200	51,508	52,497	54,095	54,472	56,070
3	48,546	49,533	50,519	51,506	52,497	53,481	54,472	55,852	57,442
4	49,533	50,519	51,508	52,491	53,481	54,471	55,852	57,236	58,824
5	50,519	51,508	52,497	53,481	54,472	55,852	57,236	58,816	60,410
6	51,349	52,497	53,481	54,471	55,852	57,236	58,816	60,398	61,997
7	52,497	53,481	54,472	55,459	57,236	58,816	60,398	61,978	63,572
8	53,481	54,472	55,459	56,447	58,815	60,398	61,976	63,953	67,001
9	54,472	55,459	56,447	57,431	60,398	61,976	63,953	65,928	68,419
10	55,459	56,447	57,431	58,418	61,976	63,953	65,928	67,901	69,648
11	56,444	57,431	58,418	59,408	63,953	65,928	67,901	69,878	71,353
12	59,408	60,006	60,123	61,383	66,262	68,240	70,212	72,186	73,378
13	60,074	61,664	63,165	64,708	68,834	71,599	72,982	75,351	77,558
14	61,148	63,398	64,899	68,844	77,161	79,176	79,562	80,162	81,555
15	63,086	65,336	66,837	70,579	78,896	80,910	81,066	83,324	83,785
16	63,086	65,336	66,837	72,517	80,834	82,848	83,234	86,996	91,004

Longevity Pay:

Any Educator who has been employed in the School District in an instructional capacity for more than fifteen (15) years shall receive an additional \$3,800. For more than twenty (20) years, they shall receive an additional \$7,800.

SCHEDULE C

Schedule	2021-22	2022-23		2021-22	2022-23
Activity Pay					
Adaptive Sports			Hockey		
Head	4405	4519	Head	7006	7188
Assistant	3083	3163	Assistant	4903	5031
Baseball			Lacrosse		
Head	6282	6446	Head	5403	5543
Assistant	4397	4512	Assistant	3782	3880
9 th	3770	3868	9 th	3242	3326
Basketball			Soccer		
Head	6979	7160	Head	6160	6320
Assistant	4885	5012	Assistant	4312	4424
9 th	4187	4296	9 th	3697	3793
			MS	3080	3160
Cheerleading/Competition			Softball		
Head	5731	5880	Head	6281	6444
Asst.	4012	4116	Assistant	4397	4512
Asst. Spirit	4012	4116	9 th	3768	3866
			MS	3141	3222
Nordic and Alpine Skiing			Strength and Conditioning Coach		
Head	5480	5622	Head	10918	11202
Assistant	3836	3936	Assistant	7643	7841
MS	2740	2812	MS	5459	5601
Cross Country Running			Swimming		
Head	5123	5256	Head	6823	7000
Assistant	3586	3679	Assistant	4776	4900
9 th	3074	3154	Dive	4776	4900
MS	2561	2627	MS	3411	3500
Dance Team (1 Season)			Track		
Head	6443	6611	Head	6257	6419
Assistant	4510	4628	Assistant	4379	4493
			MS	3128	3210
Football			Tennis		
Head	6980	7161	Head	5130	5263
Assistant	4886	5013	Assistant	3591	3684
9 th	4188	4297	9 th	3078	3158
MS	3490	3581	MS	2565	2632
Golf			Volleyball		
Head	5162	5296	Head	6730	6905
Assistant	3614	3708	Assistant	4710	4833
9 th	3097	3178	9 th	4037	4142
MS	2581	2649	MS	3364	3452
Gymnastics			Wrestling		
Head	6894	7073	Head	6856	7034
Assistant	4825	4951	Assistant	4799	4923
Choreographer	4825	4951	9 th	4113	4220
			MS	3428	3517
Other			Intramurals		
Concessions	3640	3735	HS Intramurals (Fall/Spring each)	1680	1724
Equipment Manager	4500	4617	MS Intramurals (Fall/Spring each)	1335	1370
			MS In-House Basketball	1335	1370
District-Wide					
Continuing Ed. Chair	6501	6670	District Video	6066	6223
Continuing Ed.	2710	2780			

2021-22		2022-23		2021-22		2022-23	
Fine Arts							
Drum Line		2377	2439	High School Pep Band Director		7400	7592
Flag Corps		2377	2439	Assistant		5179	5314
HS Marching Band	Director	6980	7161	High School Play Director		4889	5016
	Assistant	4886	5013	Assistant		3423	3512
HS Musical	Director	4889	5016	High School Vocal Director		5566	5711
	Assistant	3423	3512	Assistant		3897	3998
Auditorium Lights		5004	5134	Middle School Jazz Band		2669	2738
Choreographer		1467	1505	MS Musical	Director	2740	2812
Instrumental		2445	2509	Assistant		1919	1969
Technical Director		3423	3512	Instrumental		1371	1406
Vocal		3423	3512	Middle School Vocal Group		2669	2738
HS One Act Play	Director	2665	2734	Music Specialist		687	705
	Assistant	1865	1914				
High School Academics and Advisors							
Academic Decathlon		2619	2687	National Honor Society		2729	2800
Adaptive Activities		364	374	Newspaper		4697	4819
Chess		1862	1911	Noon Duty (per semester)		935	959
Clubs (each)		725	744	Quiz Bowl		2619	2687
Concert/Play Supervision		48	49	Robotics League	Head	5933	6088
Debate	Head	5933	6088	Assistant		4153	4261
	Assistant	4153	4261	SADD		2786	2858
	9 th Grade	3560	3653	Science Olympiad	Head	3608	3702
DECA	Head	5464	5707	Assistant		2525	2591
	Assistant	3825	3924	Speech		Head	5464
Future Problem Solvers		2619	2687	Assistant		3825	3924
HOSA		5464	5607	9 th Grade		3278	3363
Junior Class Advisor (each)		2408	2471	Senior Class Advisor (each)		2408	2471
Key Club		725	744	Student Council		4606	4725
Link Crew	Head	4247	4357	Student Voices		1000	1026
	Assistant	2973	3051	Yearbook		5090	5222
Literary Magazine		3713	3810	Young Entrepreneurs (YEA)		3319	3405
Math League		2619	2687	Youth in Government	Head	2729	2800
Mock Trial	Head	5459	5601	Assistant		1910	1960
	Assistant	3821	3920				
	9 th Grade	3275	3360				
Middle School Academics and Advisors							
Adaptive Activities		364	374	Literary Magazine		1091	1119
Audubon of the North		485	498	Noon Duty (per semester)		935	959
Chess		1025	1052	Robotics League		4001	4105
Clubs (each)		725	744	Scenario Writing		728	747
Concert/Play Supervision		48	49	Science Olympiad		2724	2795
Dance Coordinator		91	94	Student Council		2302	2362
Destination Imagination		728	747	Wolf Ridge		485	498
Future Problem Solvers		728	747	Yearbook		2837	2911
Knowledge Bowl		1446	1483				
Elementary Academics and Advisors							
Adaptive Activities Lead		364	374	Inventor's Fair		364	374
Administrative Assistant		1626	1668	Lego Robotics Coach		4001	4105
Camp St. Croix		484	497	Patrol		2404	2466
Clubs (each)		725	744	Science Fair		364	374
Concert/Play Supervision		48	49	Student Council		2404	2466
Elementary Band		3621	3715				

SCHEDULE C ADDITIONAL INFORMATION

Base Stipends

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

Base stipends are related to the point system as follows:

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

Longevity

In addition to the base stipend, coaches/advisors at elementary, middle, and high school levels are eligible for a 9% longevity bonus after serving five (5) consecutive years in the same sport/activity. The 9% longevity bonus will be applied in the 6th consecutive year serving in the same sport/activity.

Coaches/advisors who request and are granted a leave of absence per Article XIII, Section 10, and years lost due to program cuts by the District, shall be exempted from the consecutive years provision.

Post Season

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

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

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

SCHEDULE D LEADERSHIP STIPENDS

HIGH SCHOOL DEPARTMENT HEADS

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

<u># in Department</u>	<u>2021-22</u>	<u>2022-23</u>
2	\$649	\$666
3	\$782	\$802
4	\$910	\$934
5	\$1,043	\$1,071
6	\$1,174	\$1,204
7	\$1,302	\$1,336
8	\$1,435	\$1,473
9	\$1,560	\$1,600
10	\$1,667	\$1,711
11	\$1,823	\$1,871
12	\$1,871	\$1,920
13	\$1,974	\$2,025
14	\$2,081	\$2,135
15	\$2,182	\$2,239
16	\$2,287	\$2,346
17	\$2,392	\$2,454
18	\$2,495	\$2,560
19	\$2,595	\$2,662
20	\$2,693	\$2,763

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

MIDDLE SCHOOL DEPARTMENT HEADS

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

<u>2021-22</u>	<u>2022-23</u>
\$941	\$965

ELEMENTARY SPECIALISTS DEPARTMENT HEADS

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

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

SCHEDULE D

SOCIAL-EMOTIONAL LEARNING (SEL) POSITIONS

Each site will have paid positions for SEL committee members according to the staffing levels below. The stipend is \$1,500 per member in 2021-22 and \$1,539 per member in 2022-23.

3 at each elementary school
2 at ALC

4 at each middle school
2 at LinK12

5 at each high school
2 at CLEC

DISTRICT EQUITY LIAISONS

Each site will have paid positions for members that serve as District Equity Liaisons according to the staffing levels below. The stipend is \$1,000 per members in 2021-22 and \$1,026 in 2022-23.

2 at each elementary school
1 at ALC

2 at each middle school
1 at LinK12

2 at each high school
1 at CLEC

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

- | | | |
|---|----------------------|----------------------|
| a. Shared Leadership Teams | <u>2021-22</u> | <u>2022-23</u> |
| Site teams: | \$923 per position | \$947 per position |
| District team: | \$923 per position | \$947 per position |
| b. Peer Review Team | <u>2021-22</u> | <u>2022-23</u> |
| | \$3,386 per position | \$3,743 per position |
| Each position provided two substitute covered days | | |
| c. Instruction/Data Support Specialists | | |
| Full-time release TOSA, salary in accordance with Article VII, Section 1 of this agreement. | | |
| d. TDE/Q Coordinator | | |
| Full-time release TOSA, salary in accordance with Article VII, Section 1 of this agreement. | | |