

**Agreement  
between**

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

**and**

**White Bear Lake Teachers' Association**

**Effective July 1, 2019 through June 30, 2021**

<b>WHITE BEAR LAKE TEACHERS' ASSOCIATION WORKING AGREEMENT INDEX</b>
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<u>Article</u>	<u>Page</u>
I. Purpose.....	1
II. Recognition of Exclusive Representative .....	1
III. Definitions .....	1
IV. School District Rights .....	2
V. Performance of Duties and Responsibilities .....	2
VI. Teacher and Association Rights .....	3
VII. Length of School Year .....	6
VIII. Hours of Service .....	7
IX. Basic Compensation .....	8
X. Extra Compensation .....	10
XI. Group Insurance .....	13
XII. Leaves of Absence.....	16
XIII. Vacancies and Reassignments .....	22
XIV. Required Records.....	25
XV. Unrequested Leave of Absence and Seniority Policy .....	25
XVI. Retirement .....	28
XVII. Matching Tax-Deferred Plans and Health Care Savings Plans .....	30
XVIII. Peer Review and Evaluations .....	31
XIX. Miscellaneous .....	31
XX. Grievance Procedure .....	32
XXI. Duration .....	34
2019-2020 Salary Schedule .....	Schedule A ..... 36
2020-2021 Salary Schedule .....	Schedule B ..... 37
Extra-Curricular Salary Schedule (2019-2021) .....	Schedule C ..... 38
Grievance Form .....	Attachment D ..... 43
Individual Teacher Contract .....	Attachment E ..... 45

## ARTICLE I

### PURPOSE

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

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

## ARTICLE III

### DEFINITIONS

Section 1. Teacher and Appropriate Unit:

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

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

Section 2. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. The terms in both cases are subject to the provisions of M.S. 179A regarding the rights of public employees and the scope of negotiations.

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

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

## ARTICLE IV

### SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District. All reasonable use of such authority and power of the School District shall continue unimpaired except as limited by a specific provision of this Agreement.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the teaching and other teacher-related services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The parties also recognize the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of the Agreement.

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

## ARTICLE V

### PERFORMANCE OF DUTIES AND RESPONSIBILITIES

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

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

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

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

1. Explanation of complaint against him/her
2. Explanation of evidence supporting such complaint

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

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

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

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

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

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

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

Non-renewal of probationary teachers shall not be grievable.

## ARTICLE VI

### TEACHER AND ASSOCIATION RIGHTS

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

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

Section 3. Dues Check Off: Any teacher may sign and deliver to the School District an assignment authorizing deduction of Association dues. Such deduction authorization shall continue in effect from year to year unless revoked in writing by the teacher. Upon timely notice of such authorization, the School District shall deduct dues from each regular salary check of the teacher according to a formula provided by the Association. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments prior to

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

Section 4. Fair Share:

Subd. 1. Teachers covered by this Agreement who are not members of the Association may be required by the Association to contribute a fair share fee for services rendered by the Association, to the extent and subject to the procedures as provided by P.E.L.R.A.

Subd. 2. Pursuant to PELRA, WBLTA will notify the District in writing within 30 days of an employee's initial hire the name of any employee who chooses not to be a member of WBLTA. WBLTA shall notify the District of the amount of the fair share fee and the District shall deduct the certified amount from those non-members' paychecks in consecutive installments. The School District shall transmit the deducted fair share fees to the Association within thirteen (13) calendar days of each payday accompanied by an alphabetical listing of teachers for whom such deductions are made. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in P.E.L.R.A. and, therefore, such dispute shall not be subject to the grievance procedure.

Section 5. School Communication: The Association shall have the right to reasonable use of the District mail service, teacher mailboxes, and electronic mail to communicate with teachers in quantities which do not interfere with the regular school mail operation.

Section 6. School Buildings, Facilities and Equipment: The Association shall have the right, upon request, to reasonable use of school buildings, facilities and equipment subject to the right of the School District to assess reasonable charges for additional custodial expenses or other additional operational expenses beyond normal maintenance costs resulting from such use provided further that said use shall not interfere with normal school activities or functions.

Section 7. Bulletin Boards: The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students.

Section 8. Association Representatives and Meetings: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt normal school operations. Representatives shall also have the right of reasonable use of school equipment. Any representative of the Association will contact the building administrator upon entering the building.

Section 9. Information: The parties agree that the Association shall have access, upon reasonable notice, to appropriate any available information necessary for the Association to exercise its responsibilities as exclusive representative.

Section 10. Meet and Confer: The parties agree to meet and confer to discuss policies and other matters of interest to the Association. Meet and confer sessions will be conducted as the need arises by either party pursuant to Minnesota state law. The parties will each select their own representatives for meet and confer sessions.

Section 11. Association Activities Leave: The Association shall be provided Association leave under the following conditions:

Subd. 1. The Association shall pay the cost of the substitute teacher.

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

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

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

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

Section 12. Association President:

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

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

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

Section 13. Personnel Files: Pursuant to M.S. 122.40, Subd. 19, as amended, all evaluations and files, wherever generated, relating to each individual teacher shall be available during regular school business hours to each individual teacher upon reasonable notice. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file, written information in response to any material contained therein. The School District may destroy such files as provided by law or material contained therein twenty (20) days after notifying the teacher of its intent to do so. The teacher shall have a right to obtain a copy, at the teacher's expense, of any materials in the teacher's file being expunged.

Section 14. Teacher Rights: Nothing contained herein shall be construed to deny or restrict a teacher's rights under the United States Constitution, Minnesota State Law, or other applicable laws.

## ARTICLE VII

### LENGTH OF THE SCHOOL YEAR

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

The length of the 2019-21 school years shall consist of the following:

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

Teaching Days are defined as:

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

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

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

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

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

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



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

In addition, should additional days beyond the 194 days set forth in the contract be necessary during the normal summer period, the hourly rate of pay found in Article 5, Section 4 of this contract shall apply.

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

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

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

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

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

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

## ARTICLE VIII

### HOURS OF SERVICE

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

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. Opportunity will be afforded to the Association to meet and confer with the School District on building hours.

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

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

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

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

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

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

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

Teachers who are assigned to two school district buildings in a single day shall be paid at an annual rate of \$500.00 per school year. Teachers who are assigned to a third school district building in a singled day shall be paid at an annual rate of \$750.00 per school year. This amount shall be pro-rated for those teachers who do not travel every day; i.e., one (1) day per week: 20% X \$500.00, two days per week: 40% X \$500.00. This does not include occasional travel.

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

## ARTICLE IX

### BASIC COMPENSATION

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

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

Section 3. Lane Change: Teachers who earn credits from an accredited college or University in education within an educational program or their curricular field will be eligible to use those obtained credits to change salary lanes (or "categories"). Salary category changes shall be made as of September 15 and/or February 15. If appropriate paperwork is received by September 15 or February 15, new salary rate of pay will begin on the first pay check after September 15 or February 15 but new salary rate will be retro to September 15 or February 15. An official college

transcript of credits is required for a change in categories. In cases where coursework has been completed by the aforementioned dates but transcripts are not available, a letter of verification from the college or university of study must be received by the School District's Human Resources Office on or before the September 15/February 15 dates. Salary changes for transcripts/verifications received after September 15 shall not go into effect until the second semester. Salary changes for transcripts/verifications received after February 15 shall not go into effect until the following school year.

Section 4. Masters Degree Policy:

Subd. 1. The Master's Degree program towards which a teacher is seeking to earn credits and change salary lanes must be approved in writing by the Superintendent or his/her designee.

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

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

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

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

Section 7. Initial Placement:

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

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

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

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

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

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

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

Part time teachers cannot be required to work beyond their contracted salary day without appropriate compensation. Appropriate compensation for such things as staff development, conferences, etc. is calculated at the part time teacher's per-diem. Appropriate compensation for other items such as summer work, etc. is at the 31.00 per hour rate as of January 1, 2018.

Section 11. Prorated Pay:

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

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

## ARTICLE X

### EXTRA COMPENSATION

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

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

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

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

Section 4. Summer Employment:

Subd. 1. Summer employment associated with regular student contact, including but not limited to summer school, speech therapy, vocal, band, media, psychologists and counselor's services will be paid at the rate of \$31 per hour as of January 1, 2018.

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

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

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

Section 5. Extended Employment:

Subd. 1. Extended employment, beyond the basic school contract year involving professional employment not associated with student contact, including curriculum writing and shop/lab preparation, shall be paid at the rate of \$31 per hour as of January 1, 2018.

Subd. 2. The number of days of extended employment for high school counselors will be determined at the sole discretion of the District and calculated on the following basis. Counselors will be paid a prorated rate of pay based on their placement on the salary schedule for up to 5 days of mandatory extended employment each summer. If scheduled, these days will be the first day of summer school, a summer registration day scheduled in consultation with the WBLTA, and the remaining hours will be scheduled by the counselors in consultation with their department and building administrators to be completed Tuesday through Thursday of the week before teacher workshops start. These days are in addition to the Article VII, Section 1 school year and will not be considered part of the counselors' continuing contract.

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

Section 6. Homebound Instruction: Homebound teachers shall be compensated at the rate of \$31 per hour as of January 1, 2018.

Section 7. Curriculum Leaders and District/Program Coordinators: Acceptance of leadership assignments will be voluntary and will be paid at the following rates for the 2019-2020 and 2020-2021 school years:

<u>School Years</u>	<u>19-20</u>	<u>20-21</u>
PreK-5 Curriculum Leaders/Bldg. Leaders (both) (including PhyEd, Music, Media, & ECFE/ECSE)	\$1635	\$1635
6-12 Curriculum & Bldg. Leaders (Large Departments) (Communications, Math, Social Studies, & Science)	\$1805	\$1805
6-12 Curriculum Leaders (Non-Building Leaders) (Larger Departments)	\$1420	\$1420

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

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

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

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

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

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

Section 12. Building Staff Development Chairpersons: Building staff development chairpersons shall be compensated for up to fifteen hours of pay at \$31/hour per school year upon receipt of a timesheet.

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

Section 14. Regular Teacher Substituting: Any secondary or elementary teacher who substitutes during his/her individual prep time for another teacher shall be compensated at \$31 per hour as of January 1, 2018.

## ARTICLE XI

### GROUP INSURANCE

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

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

Section 3. Medical-Hospitalization Insurance:

Subd. 1. Single Coverage: As of January 1, 2019, the School District will contribute a sum not to exceed \$488.99 per month toward the cost of the premium for the medical-hospitalization plan for individual coverage for each teacher employed by the School District who qualifies for and is enrolled in one of the group's medical-hospitalization plans. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: As of January 1, 2019, the School District will contribute a sum not to exceed \$1,125.68 per month toward the cost of the premium for the medical-hospitalization plan for family coverage for a teacher employed by the School District who qualifies for and is enrolled in one of the group's medical-hospitalization plans and is eligible for family coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 3. The District shall offer a high-deductible health insurance plan coupled with a HRA (Health Reimbursement Arrangement) in addition to its other health insurance plan. Each employee who chooses to enroll in the high deductible/HRA plan shall receive a District contribution to a HRA account set up for that employee. The following provisions shall apply to the high-deductible HRA plan offered by the District:

1. Single Coverage: The deductible on a single policy will be \$2,000. The District will make a \$1,500 annual contribution, paid on a semi-annual basis, to the employee's HRA account. The District shall pay \$494.19 monthly towards the basic single premium for the high-deductible plan. As of January 1, 2020, the District shall pay \$570.74 monthly towards the cost of the basic single premium for the high-deductible plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

2. Family Coverage: The deductible on a dependent policy will be \$4,000. The District will make a \$3,000 annual contribution, paid on a semi-annual basis, to the employee's HRA account. The District shall pay \$1,160.05 monthly toward the cost of the dependent premium for the high-deductible plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

3. If a qualified teacher enters the HRA plan as a participant on a date after January 1, the School District shall prorate the amount of the School District HRA

contribution to reflect the late entry. This prorated amount will be determined by the number of days the teacher is contracted compared to the total contract days of a full time teacher.

4. If an employee submits evidence of hardship, the School District will make the remainder of the annual contribution to the employee's HRA account in one payment. Upon such a payment, no further District contributions will be made for the remainder of the year. If the employee who has received this payment either voluntarily or involuntarily terminates employment with the School District or terminates coverage under the District's high deductible/HRA plan prior to the end of the payment year, the employee will be responsible for repaying the School District for any portion of the District's lump sum HRA contribution which was associated with the time period in which the employee was no longer employed by the School District.

Subd. 4. Dual Coverage: Any full-time teacher whose spouse is also eligible for a District contribution to health insurance coverage by virtue of either active full-time employment or retirement benefits shall have the right to combine their District contributions which can then be used to acquire a family policy or two single policies.

Subd. 5. Non-duplication with Medicare: If a teacher or dependent is entitled, by virtue of age eligibility, to have any part of the cost of services or supplies paid by Medicare Parts A or B, even though the teacher does not enroll in Medicare or waives or fails to claim the medical benefits, the District will reduce its contribution toward medical premiums so that the total amount paid by Medicare and the District's insurance plan will not exceed the total eligible charges for covered benefits.

Section 4. Dental Insurance: Effective January 1, 2016, the District shall pay up to \$39 monthly towards the cost of a single premium and up to \$107 towards the cost of a family premium for the District sponsored dental insurance plan.

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

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

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

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



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

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

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

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

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

Section 9. Life Insurance:

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

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

Subd. 2. The School District shall also arrange the life insurance program so that any eligible teacher, as defined in Section 1, may purchase additional life insurance, at the teacher's own expense, through payroll deduction, at amounts of \$10,000, \$25,000, \$50,000, or \$75,000. Supplemental insurance is not available for teachers who elect to reduce their District-paid policy to \$50,000.

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

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

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

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

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

## ARTICLE XII

### LEAVES OF ABSENCE

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

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

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

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

Subd. 2. A teacher may use available accumulated paid leave for delivery and recovery from childbirth. This leave may be extended beyond the expected six-week period of recovery due to extenuating circumstances. A doctor's statement must be produced for this extension.

Subd. 3. A teacher may use available accumulated paid leave for a period not to exceed six weeks following the date of birth or adoption of a child. The benefits as outlined in this subdivision are not to exceed the benefits available under subd. 2 of this section. A statement certifying the birth or adoption of a child must be produced.

Subd. 4. A teacher returning from a prolonged leave (minimum of thirty (30) consecutive days) due to disability or delivery and recovery from childbirth, shall have their leave account credited with up to two (2) days to ensure they have a minimum of two (2) days upon return.

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

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

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

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

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

Personal leave is subject to the following limitations:

1. Not more than 7.5% of teachers, rounded up to the next whole teacher, in any building may take personal leave or discretionary leave on a single day. In unusual circumstances, the percentage may be decreased if the anticipated number of absences in the building based upon sick leave usage and staff development exceed the available substitutes. This percentage may be increased based upon special circumstances, as determined by the building principal/supervisor and Human Resources Office.
2. Personal leave may not be taken in the first and last weeks of the student contact time during the school year. Except that these days may be approved based upon special circumstances, as determined by the building principal/supervisor and Human Resources Office.
3. Personal leave may not be taken on full-day staff development days.
4. Personal days will be approved on a first requested basis. These days can be requested no more than 270 days (9 months) in advance. The district will act on these requests 120 days prior to the date of the requested leave or within 5 school days if requested within the 120-day period.

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

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

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

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

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

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

Discretionary Days are subject to the following limitations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subd. 5. A teacher who returns from child-care leave within the provisions of this Section

shall retain all previous experience credit and any unused leave time accumulated prior to the commencement of the child-care leave. A teacher on child-care leave shall not accrue experience credit for salary schedule advancement or leave time during the period of the absence.

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

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

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

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

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

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

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

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

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

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

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

Subd. 6. The following additional requirements shall apply to sabbatical leave to teach in

a foreign country:

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

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

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

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

Section 11. Bereavement or Hospice Leave: Up to five (5) days per school year will be allowed for use as bereavement or hospice leave for family (family includes spouse, sibling, parent guardian, children, parent-in-law, step children, step-parent, step-siblings, grandparents and grandchildren). Bereavement or hospice leave days are paid days and will not be deducted from

the teachers' leave account. These days are not cumulative. The teacher will notify their supervisor/principal directly and use the district's automated absence system.

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

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

## ARTICLE XIII

### VACANCIES AND REASSIGNMENTS

#### Section 1. Definition of Terms:

Subd. 1. Position: Employment as a teacher in the School District.

Subd. 2. Assignments are defined as follows:

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

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

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

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

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

Subd. 4. Voluntary Reassignment: Placement of a teacher in a different assignment at the teacher's request.

Subd. 5. Involuntary Reassignment: Placement of a teacher in a different assignment not requested by the teacher.

#### Section 2. Publishing of Vacancies:

Subd. 1. Vacancies Occurring During the School Year: When a permanent vacancy in any teaching assignment covered by this Agreement arises, the School District shall provide electronic notice to all teachers. Such notice shall provide a description of the vacancy which includes the assignment and other pertinent information. Vacancies will remain



open for at least 10 working days after notice of the vacancy has been sent to all teachers.

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

If the position will remain available for the following school year, this position will be included in the open positions available for voluntary transfer. If the position has not been filled during the voluntary transfer process, it will be re-posted during the staffing process.

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

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

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

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

### Section 3. Determining Staffing Needs:

Subd. 1. Open Positions: When the District becomes aware of an open assignment for the next school year that would not be filled by any current tenured teacher or by a probationary teacher that has to take on a different assignment, the District needs to post the position with the Association according to Subdivisions 2 and 3 of this section and the voluntary staffing process.

Subd. 2. Timelines: At a minimum, the District shall post open positions for internal applicants at one of the following two voluntary transfer time frames: approximately February 15 and/or March 1. These dates will be determined based on the calendar and announced in advance.

Subd. 3. Filling Open Positions: Tenured teachers within the Association shall have an opportunity to review the open positions and request a voluntary transfer within five school days of the announcement of the position. Voluntary transfers will be considered before any other hiring process begins.

### Section 4. Involuntary Reassignments:

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

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

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

Subd. 3. Recourse: If the teacher selected for reassignment disagrees with the School District's decision, he/she may seek recourse by one of the following avenues, within five (5) working days of receiving the notice of involuntary reassignment:

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

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

#### Section 5. Voluntary Reassignments:

Subd. 1. Timelines: After all tenured teachers have been assigned, and open positions are announced, teachers may apply for reassignment on the Voluntary Reassignment Forms. Forms should be sent electronically to Director of Human Resources within five (5) working days.

Subd. 2. Applications: Any tenured teacher possessing the necessary licensure may apply for reassignment to an open position.

Subd. 3. Consideration Criteria: The district will review all applications for voluntary reassignment. The following criteria will be considered equally in making determinations regarding voluntary reassignment, with the final decision being made by the School District.

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

Subd. 4. Voluntary Reassignment Denials: If a teacher disagrees with the final decision of the School District, he/she may request the reason(s) for the denial by either of the following courses of action:

1. by letter or email to the Director of Human Resources within five (5) working days after receiving the denial, or

2. through a personal interview with the Assistant Superintendent and Director of Human Resources.

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

Section 6. Additional Policies or Procedures: The parties agree to meet and confer regarding additional policies or procedures on the subject of this Article.

## ARTICLE XIV

### REQUIRED RECORDS

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

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

Section 2. Mantoux Test

Subd. 1. An employee who has had a positive Mantoux Text must submit annually, for five years, the results of a chest x-ray.

## ARTICLE XV

### UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

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

Subd. 1. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed, unless by retaining the teacher the district will be unable to offer a particular course in the subsequent school year. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

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

- a) states the applicable grounds for the proposed placement;

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

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

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

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

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

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

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

Section 9. Continuing contract rights and service credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect,

except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

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

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

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

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

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

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

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

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

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

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

## ARTICLE XVI

### RETIREMENT

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

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

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

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

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

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

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

Subd. 3. For those retiring after January 1, 2017, who make an irrevocable decision to waive participation in the District sponsored group plans, the District will make a lump sum deposit into an HRA *representing* the dollar equivalent of the District contribution to

medical-hospitalization and dental premiums (e.g. single, family) at the time, multiplied by the remaining months the retiree is eligible for a District contribution, not to exceed the lesser of eight (8) years of Medicare eligibility. (Special provision for those who retire under the rule of 85). The retiree-only HRA may be used for all eligible medical expenses and premiums.

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

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

Subd. 25. Benefits in this Section shall not be granted to any teacher who is discharged for cause by the School District.

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

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

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

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

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

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

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

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

Section 11. For teachers who were hired between 1985 and 2003, and are not eligible for any District-paid post-retirement insurance benefits, the employee will be credited from the District

annually an additional contribution for post-retirement medical-care using the following chart starting in the 2017-2018 contract year and moving forward. These amounts are in addition to the base amount from Section 1. These amounts will accumulate and be paid in a lump sum at retirement from the OPEB trust at time of separation of employment, not deposited yearly into the employee's HRA.

Hire Year	Additional Contribution	Hire Year	Additional Contribution	Hire Year	Additional Contribution
2003	\$300	1997	\$825	1991	\$1500
2002	\$325	1996	\$925	1990	\$1625
2001	\$375	1995	\$1025	1989	\$1800
2000	\$450	1994	\$1125	1988	\$2100
1999	\$550	1993	\$1250	1987	\$2250
1998	\$675	1992	\$1375	1986	\$2350
				1985	\$2450

**ARTICLE XVII**

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

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

Section 1a. Eligibility: A teacher is eligible to participate in the matching tax-deferred plan after three (3) years of service or upon reaching continuing contract rights status in the School District per Subd. 1.

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

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

Upon receipt of continuing contract status and less than five (5) years	19-21
five (5) years or more, less than ten (10) years	\$1,300
ten (10) years or more	\$1,800
	\$2,775

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

Section 2. Post-Retirement Savings Plan for Medical Care: The District shall annually make a contribution to a post-retirement medical-care savings plan for teachers who are not eligible for any District-paid post-retirement benefit. For teachers with less than ten years of experience in the District, the contribution will be \$1,725 effective July 1, 2015. For teachers with ten or more years of teaching experience in the District, the contribution shall be \$2,475 effective July 1, 2015.



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

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

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

## ARTICLE XVIII

### PEER REVIEW AND EVALUATIONS

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

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

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

## ARTICLE XIX

### MISCELLANEOUS

Section 1. Mantoux Tests: Any required tuberculin test or chest x-ray shall be at the expense of the School District pursuant to School District procedures.

Section 2. Publication of Agreement: An electronic version of this Agreement shall be posted on the District's website within thirty (30) days after the Agreement is signed. One hard copy will be sent to each building site to be placed in the teacher's lounge. The District shall provide an electronic version of the contract to the Association within thirty (30) days after the agreement is signed.

Section 3. Contracts: Contracts between the School District and an individual teacher hereafter executed shall be subject to and consistent with the terms and provisions of this Agreement. If a contract contains any language which is inconsistent with this Agreement, this Agreement shall be controlling.

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

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

Section 4. Tax-Deferred Plans: The School District shall provide information regarding available

tax-deferred programs and shall make policies to allow for employees to have deductions made from their paychecks for purposes of such programs.

Section 5. Recertification Committee: The District and the Association agree that all professional staff must maintain current elementary or secondary teaching licenses, including administrators, supervisors, reserve teachers, and others who hold teaching licenses. All professional staff are required to maintain license(s) in the area(s) in which they are currently licensed and in areas they have used in the previous school year. This section shall not apply to the extent that a teacher has been involuntarily transferred as defined by Article 13, Section 6 and uses a different area of licensure solely based upon the involuntary transfer. They further agree to the following:

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

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

Section 6. Professional Council: The Professional Council will consist of administrators and teachers. Its purpose shall be to consider matters of educational and professional importance to the School District, to make recommendations to the School Board, and to aid in the implementation of new policies or procedures.

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

Section 7. Hiring Incentive: The District may offer a hiring incentive to Minnesota licensed teachers not to exceed \$5,000.00 paid out over a one (1) or two (2) year period and will notify the WBLTA President prior to board action. The District retains sole discretion on whether to offer such incentive and the actual amount of the incentive up to the stated maximum.

## ARTICLE XX

### GRIEVANCE PROCEDURE

#### Definitions.

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

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

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

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

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

#### Timelines.

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

grievance procedure.

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

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

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

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

#### Step I.

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

#### Step II.

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

#### Step III.

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

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

#### Step IV.

The District and the exclusive representative shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible

for equally compensating the arbitrator for his fee and necessary expenses. If either party wishes to hire a court reporter to record the proceedings, that party shall bear the costs for such reporter. Each party shall pay its own portion of any requested transcript.

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

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

### Grievance Processing

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

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

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

### Election of Remedies and Waiver.

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

## ARTICLE XXI

### DURATION

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

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms

and conditions of employment inconsistent with these provisions.

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

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

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

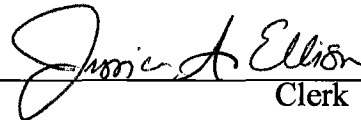
For  
White Bear Lake Teachers' Association  
41 Sherburne Avenue  
St. Paul, MN 55103

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson

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

  
\_\_\_\_\_  
Clerk

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

Dated this 14 day of April, 2020

Dated this 14 day of April, 2020

SCHEDULE A  
2019-2020 SALARY SCHEDULE

STEP	BA BA	BA+10S BA+15Q	BA+20S BA+30Q	BA+30S BA+45Q	BA+40S BA+60Q	MA MA	MA+10S MA+15Q	MA+20S MA+30Q	MA+30S MA+45Q	SPEC/MA+40S MA+60Q
(1)	\$44,720	\$45,645	\$46,572	\$47,496	\$48,423	\$49,031	\$49,943	\$50,582	\$51,766	\$52,677
(2)	\$45,619	\$46,613	\$47,606	\$48,598	\$49,588	\$50,564	\$51,541	\$52,516	\$53,496	\$54,472
(3)	\$46,429	\$47,486	\$48,541	\$49,590	\$50,643	\$51,669	\$52,706	\$53,741	\$54,780	\$55,816
(4)	\$47,497	\$48,612	\$49,737	\$50,855	\$51,974	\$53,535	\$54,639	\$55,739	\$56,844	\$57,949
(5)	\$49,060	\$50,247	\$51,435	\$52,621	\$53,805	\$55,407	\$56,576	\$57,740	\$58,911	\$60,075
(6)	\$50,518	\$51,769	\$53,018	\$54,274	\$55,524	\$57,164	\$58,400	\$59,632	\$60,866	\$62,100
(7)	\$51,796	\$53,095	\$54,398	\$55,696	\$56,993	\$59,314	\$60,623	\$61,931	\$63,237	\$64,549
(8)	\$52,641	\$54,006	\$55,370	\$56,730	\$58,099	\$62,307	\$63,712	\$65,116	\$66,523	\$67,930
(9)	\$54,182	\$55,598	\$57,011	\$58,427	\$59,842	\$64,190	\$65,663	\$67,136	\$68,610	\$70,080
(10)	\$55,809	\$57,279	\$58,752	\$60,226	\$61,696	\$67,044	\$68,575	\$70,109	\$71,643	\$73,173
(11)	\$58,598	\$60,138	\$61,675	\$63,214	\$64,752	\$70,645	\$72,234	\$73,834	\$75,436	\$77,038
(12)	\$59,712	\$61,312	\$62,910	\$64,510	\$66,112	\$73,524	\$75,202	\$76,893	\$78,587	\$82,854
(13)	\$62,176	\$63,791	\$65,406	\$67,023	\$68,641	\$78,658	\$80,403	\$82,161	\$83,920	\$88,538
A	Teachers who have completed fifteen (15) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$3,725 in addition to their basic scheduled salary.									
B	Teachers who have completed twenty (20) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$4,210 in addition to their basic scheduled salary.									
C	Teachers who have completed twenty-five (25) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$740 in addition to their basic scheduled salary.									

SCHEDULE B  
2020-2021 SALARY SCHEDULE

STEP	BA BA	BA+10S BA+15Q	BA+20S BA+30Q	BA+30S BA+45Q	BA+40S BA+60Q	MA MA	MA+10S MA+15Q	MA+20S MA+30Q	MA+30S MA+45Q	SPEC/MA+40S MA+60Q
(1)	45,659	46,603	47,550	48,493	49,440	50,061	50,992	51,920	52,853	53,784
(2)	46,577	47,592	48,606	49,619	50,629	51,626	52,623	53,619	54,620	55,616
(3)	47,404	48,484	49,560	50,631	51,707	52,754	53,813	54,870	55,930	56,988
(4)	48,494	49,633	50,781	51,923	53,065	54,659	55,786	56,910	58,038	59,166
(5)	50,090	51,303	52,515	53,726	54,935	56,570	57,764	58,952	60,148	61,336
(6)	51,579	52,856	54,132	55,414	56,690	58,364	59,627	60,884	62,144	63,404
(7)	52,884	54,210	55,540	56,865	58,190	60,560	61,896	63,231	64,565	65,904
(8)	53,746	55,140	56,533	57,921	59,319	63,615	65,050	66,484	67,920	69,357
(9)	55,320	56,765	58,208	59,654	61,099	65,538	67,041	68,546	70,051	71,552
(10)	56,981	58,482	59,986	61,490	62,992	68,452	70,016	71,581	73,147	74,710
(11)	59,829	61,401	62,970	64,542	66,112	72,129	73,751	75,384	77,020	78,655
(12)	60,966	62,600	64,231	65,865	67,500	75,068	76,781	78,508	80,237	84,593
(13)	63,482	65,131	66,780	68,430	70,082	80,310	82,092	83,887	85,682	90,397
A	Teachers who have completed fifteen (15) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$3,800 in addition to their basic scheduled salary.									
B	Teachers who have completed twenty (20) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$4,290 in addition to their basic scheduled salary.									
C	Teachers who have completed twenty-five (25) years of teaching, ten (10) of which must be accumulative service in White Bear Lake, shall receive \$755 in addition to their basic scheduled salary.									

SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE

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

For the 2019-2021 school years, the schedules shall be as listed and shall be predicated upon the following conditions:

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

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



SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE

ATHLETICS

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

SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE

SECONDARY ACTIVITIES

After School Supervision	1,176
Ambassadors	3,733
Archery	4,106
Band, Chamber Orchestra	1,393
Band, HS	2,612
Band, Jazz, HS	2,612
Band, Jazz, MS	1,424
Band, MS	1,497
Band, Orchestra	1,465
Band, Pep	3,733
CAMP	1,493
Chemistry Club	1,866
Chess Club	746
Choir Ensemble MS	1,424
Choir, HS	2,612
Choir, Lakeaires	2,239
Choir, Mariners	2,239
Choir, MS	1,497
Class Advisor, Jr	4,106
Class Advisor, Sr	4,106
Creative Expression, MS	746
Creative Thinking Coach	1,120
DARE Advisor	1,493
Debate, Lincoln Douglas	4,106
Debate, Lincoln Douglas Assistant	2,874
Debate, Policy	4,106
Debate, Policy Assistant	2,874
Drum Line	2,239
Drum Line Assistant	1,567
Enrichment Program	1,493
Forensics/National League	746
GSA	746
History Club, MS	3,535
Homecoming	2,257
Knowledge Bowl	1,120
LINK Crew, HS	3,968
Literary Magazine	1,493
Math Team	2,987
Math Team Assistant	2,090
Mock Trial	2,612
Mock Trial Assistant	1,830

SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE

SECONDARY ACTIVITIES (CONTINUED)

Mountain Biking	2,922
National Honor Society MS	2,519
National Honor Society, HS	4,479
Newspaper, HS	2,987
Newspaper, MS	2,030
Outdoor Club	746
Play, Choreographer, HS	1,866
Play, Full Length, HS	4,106
Play, Full Length, MS	3,079
Play, Musical Director, HS	4,479
Play, One-Act	3,733
Play, Second Stage Manager,	1,120
Play, Set Design, MS	1,311
Play, Set Design, MS	1,311
Play, Stage Manager, HS (includes Pit Orch & Tech)	1,493
Play, Stage Manager, MS	1,311
Play, Stage Manager, MS	1,311
Robotics	3,461
Science Olympiad	1,493
Service Learning Club, MS	1,493
Speech	4,106
Speech Assistant (or MS)	2,874
Strength & Conditioning, Fall	3,733
Strength & Conditioning, Spring	3,733
Strength & Conditioning, Winter	5,226
Strength & Conditioning, Winter	5,226
Student Council, HS	5,226
Student Council, HS	5,226
Student Council, HS Assistant	3,658
Student Council, MS	3,916
Student Council, MS Assistant	2,741
Supervisor, Cafeteria	1,703
Tech Depot	2,045
Trapshooting	4,106
Trapshooting Assistant	2,874
WEB, MS	3,968
WLF Exchange	552
Trips/Hosting*(maximum 1500/trip)	
Yearbook, HS	3,360
Yearbook, MS	2,175

SCHEDULE C  
EXTRA-CURRICULAR SALARY SCHEDULE

ELEMENTARY ACTIVITIES

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

\*Teachers who plan and participate in a student foreign exchange program will earn the \$552 stipend in any year they travel abroad with students or host foreign students in White Bear Lake. No more than three stipends will be paid per experience, i.e., a maximum of three teachers will be paid the stipend per trip or exchange.

GRIEVANCE REPORT FORM

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

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

STEP I

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

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

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

C. Statement of Facts:

D. Specific Provisions of Agreement Allegedly Violated:

E. Particular Relief Sought:

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

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

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

G. Disposition by Supervisor:

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



INDIVIDUAL TEACHER CONTRACT - WHITE BEAR LAKE PUBLIC SCHOOLS

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

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

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

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

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

IN WITNESS THEREOF, I have subscribed my signature this

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

Teacher \_\_\_\_\_

IN WITNESS THEREOF, we have subscribed our signatures this

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

Chairperson \_\_\_\_\_

Clerk \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) for the period of July 1, 2019 through June 30, 2021;

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

Now therefore the Parties agree to the following:

1. Long term substitute teachers who work more than 20 hours per week shall only be entitled to contract leave benefits under ARTICLE XII, Section 1, Subds 1-4 and 7-10 for the maximum number of days set forth below:
  - a. Long term substitute teachers working 0-39 days shall not be eligible for leave benefits under Article XII, except as set for in paragraph 2 of this Agreement;
  - b. Long term substitute teachers working 40-49 days will be eligible for up to 2 days of accrued leave;
  - c. Long term substitute teachers working 50-69 days will be eligible for up to 5 days of accrued leave;
  - d. Long term substitute teachers working 70-95 days will be eligible for up to 7 days of accrued leave;
  - e. Long term substitute teachers working more than 95 days will be entitled to full contractual leave per Article XII;
  - f. Long term substitute teachers working more than 30 days who had absence(s) during their initial 39 days may be reimbursed for lost days retroactively, provided that the days taken do not exceed the accruals in items b-d above and are compliant with the provisions of ARTICLE XII, Section 1. Subds 1-4 and 7-10;
  - g. Per ARTICLE XII, Section 1, Subd. 9, long term substitute teachers will accrue leave benefits within the current school year but not transfer to the subsequent school year.
2. Long term substitute teachers who work more than 20 hours per week are also entitled to contractual leave benefits per ARTICLE XII, Section 2.
3. Long term substitute teachers who work more than 20 hours per week will not be eligible for any other provisions of ARTICLE XII.
4. This agreement will be the standard for the contractual interpretation regarding long term substitute teachers leave benefits until the ratification of the 2019-2021 WBLTA Master Agreement.



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

White Bear Lake Teachers' Association	Independent School District No. 624 White Bear Lake Public Schools
_____ President	_____ Its Chair
_____ Date	_____ Date
_____ Witness	_____ Its Clerk
_____ Date	_____ Date

MEMORANDUM OF UNDERSTANDING

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

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

A teacher may use one (1) day of accumulated time off as defined in Article XII, Section 1, for the purposes of religious observance in one school year. The Director of Human Resources may allow for the use of additional accumulated time off for the purposes of religious observance upon request.

This agreement will cease to be in effect as of June 30, 2021.

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

White Bear Lake Teachers’ Association	Independent School District No. 624 White Bear Lake Public Schools
_____ President	_____ Its Chair
_____ Date	_____ Date
_____ Witness	_____ Its Clerk
_____ Date	_____ Date

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) for the period of July 1, 2019 through June 30, 2021;

WHEREAS, Article XI, defines the medical-hospitalization plan contributions as follows:

<b>Plan</b>	<b>Single</b>	<b>Family</b>
Co-Pay	\$488.99	\$1,125.68
H.R.A.	\$570.74	\$1,160.05
Annual H.R.A. Plan Funding	\$1,500	\$3,000

WHEREAS, the Union and District agree to implement a H.S.A. plan effective January 1, 2020 with the following contributions:

<b>Plan</b>	<b>Single</b>	<b>Family</b>
H.S.A.	\$570.74	\$1,160.05
Annual H.S.A. Plan Funding	\$1,500	\$3,000

NOW, THEREFORE, the parties stipulate and agree as follows:

<b>Plan</b>	<b>Single</b>	<b>Family</b>
Co-Pay	\$488.99	\$1,125.68
H.R.A.	\$570.74	\$1,160.05
H.S.A.	\$570.74	\$1,160.05
Annual H.R.A. or H.S.A. Plan Funding	\$1,500	\$3,000

This agreement will be effective for the 2020 and 2021 insurance plan year, at which point the plan contributions will be reviewed and updated in the bargaining agreement.

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

<p><b>White Bear Lake Teachers’ Association</b></p> <p>_____</p> <p>President</p> <p>_____</p> <p>Date</p>	<p><b>Independent School District No. 624 White Bear Lake Public Schools</b></p> <p>_____</p> <p>Its Chair</p> <p>_____</p> <p>Date</p>
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Witness  _____	Its Clerk  _____
Date	Date