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ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the Independent School District #2889, Lake Park Audubon, Lake Park, Minnesota hereinafter referred to as the School District and the Lake Park Audubon Education Association, hereinafter referred to as the Exclusive Representative for all licensed personnel, employed, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF OFFICIAL BARGAINING UNIT

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Lake Park Audubon Education Association, as the Exclusive Representative of Independent School District No. 2889, which Exclusive Representative shall have those rights and duties as prescribed in PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all teachers employed by the School District as defined in this Agreement and in accordance with PELRA.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation, therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of 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. "Terms and conditions of employment" is subject to section 179A.07.

Section 2. Appropriate Unit: The Lake Park Audubon Education Association shall represent all teachers in the appropriate unit as determined pursuant to PELRA. For purposes of this section, the term "teacher" shall mean any person employed by Independent School District No. 2889 in a position for which licensure is required by the State of Minnesota or in a position of physical therapist or occupational therapist except superintendent, assistant superintendent, principal, assistant principal, or anyone who devotes more than 50% of time to administrative or supervisory duties, and daily substitute teachers who do not replace the same teacher for more than 30 working days.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS AND OBLIGATIONS

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District to the extent authorized by law and in accordance with this Agreement with its primary obligation to provide an educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The Exclusive Representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services' (Appendix I) prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by the School Board's rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the

terms of this Agreement, are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude those 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.

Section 5. Obligation to Meet and Negotiate: The District has an obligation to meet and negotiate in good faith with the Exclusive Representative regarding grievance procedures and the terms and conditions of employment in accordance with PELRA.

Section 6. Obligation to Meet and Confer: The District has an obligation to meet and confer with professional employees to discuss policies and those matters relating to their employment, in accordance with PELRA.

Section 7. Official Representation: The District shall meet and negotiate or meet and confer only with representatives of the Exclusive Representative, in accordance with PELRA.

ARTICLE V TEACHER RIGHTS AND OBLIGATIONS

Section 1. Rights to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any teacher to perform labor or services against his/her will.

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

Subd. 1: Upon request, the District shall provide, within 10 business days, in an editable electronic form to the Exclusive Representative the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. Requests will be honored up to four (4) times a year.

Section 3. Fair Share Fee:

After 30 days' notice in writing to the payroll officer of the name of the teacher and the amount of the fair share fee certified by the Exclusive Representative, the School District will deduct such fair share fee in installments from such teacher's paycheck each month and will forward such fees to the Exclusive Representative. The Exclusive Representative agrees to notify the School District promptly whenever any teacher subject to a fair share fee deduction becomes a member of the Exclusive Representative, and no further fair share fee deductions for such teacher will thereafter be made. Any dispute as to the amount of such fee shall be solely between the Exclusive Representative and the teacher involved.

The Exclusive Representative hereby warrants and covenants that it shall defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 4. Dues Check-Off: Teachers shall be allowed dues checkoff for the organization of their choice, in accordance with PELRA by the following plan: Any teacher who is a member of the Valley and Lakes Education Association, Lake Park Audubon Chapter, may sign and deliver to the School District an authorization form for deduction of membership dues to the educational associations of their choice. Such authorization shall continue in effect for the period of one school year. Pursuant to such authorization, the School District shall deduct 1/8th of such dues from the regular salary check of the teacher

each month for eight (8) months, beginning in September and ending in April. Deduction for teachers hired after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Section 5. Professional Rights: Teachers who are professional employees as defined by PELRA have the right to meet and confer with the School District regarding policies and matters not included under the definition of "terms and conditions," in accordance with PELRA.

Section 6. Policy Consultants: The School District recognizes that teachers possess knowledge, expertise, and dedication which is helpful and necessary to the operation and quality of public education and which may assist the Board in developing its policies. It is therefore the agreement of the negotiating parties to encourage close cooperation and provide for discussions and the mutual exchange of ideas regarding all matters not specified under "terms and conditions," in accordance with PELRA.

Section 7. Educational Planning: The teachers shall elect a committee to meet and confer with representatives of the Board on matters not specified under "terms and conditions," as defined in PELRA, relating to the services being provided to the public. The Board shall provide the facilities and set time for such conferences to take place, provided that the parties shall meet together at least once every four months, in accordance with PELRA.

Section 8. Personnel Files: Pursuant to MN Statute 122A.4, Subd. 19 as amended, all evaluations, files, and listing of contents relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her request. 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. However, the School District may destroy personnel files as provided by law.

Section 9. Reservation of Teacher Rights: Nothing contained herein shall be construed to deny or restrict to any teacher the rights he and/or she may have under the existing laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by such laws and regulations.

Section 10. Teacher and Assignment Changes: All teachers (probationary and tenured) shall be given written notice (the class schedule shall suffice) of their assignment for the forthcoming year as soon as practicable, but no later than May 1.

The School District, however, reserves the right to revise schedules and assignments if changes or turnovers occur. Teacher input will be sought prior to effecting a change in assignment.

Section 11. Use of School Property: Duly authorized representatives of the Exclusive Representative and their respective affiliates shall be permitted to transact official Exclusive Representative Business on School District property, before or after the regular teaching day, provided that this shall not interfere with or interrupt school operations.

Subd. 1. Facilities and Equipment: The Exclusive Representative shall have the right to use School District facilities and equipment at times when such equipment is not otherwise in use. Reimbursement for such usage shall be at the rate of School District cost.

Subd. 2. Posting of Notices: The Exclusive Representative shall have the right to post notices of activities and matters of the Exclusive Representative concern on teacher bulletin boards. The Exclusive Representative also may use the District teacher mailboxes and District E-mail for communications to teachers.

Subd. 3. School Building: The Exclusive Representative and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Meetings scheduled after the dinner hour (i.e. at night) will be scheduled through the building principal or superintendent. Charges will be effected if additional staff are required according to School District policy and at the School District costs.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedule: All basic salaries of teachers covered by this Agreement are set forth in Appendix II hereto attached and incorporated into this Agreement. Such a salary schedule shall remain in effect during the duration of this Agreement.

Subd. 1. FY10: Returning employees will be paid according to their 2008-2009 step position.

Subd. 2. FY11: LPA faculty employed for the 2009-2010 school year will advance one step on the established salary schedule for the 2010-2011 school year.

Subd. 3. The December 2009 compensation paid at the increased step rate will not be repaid to the District.

Section 2. Salary Schedule Step Limitations: The salary schedule will contain twenty-six steps through the 2012-2013 contract year for faculty hired prior to July 1, 2005. Beginning with the 2017-2018 contract year, steps will be limited to sixteen (16) steps in the BA Lane, eighteen (18) steps in the BA+10 Lane, and twenty-six (26) steps in the BA+20, BA+30, MA, MA+10, and MA+20 Lanes. Faculty hired after July 1, 2005, will be limited to 16, 18, and 26 steps as indicated above.

At the conclusion of the 2012-2013 contract year, faculty members must provide evidence of earned credits sufficient to permit step advancement with the salary schedule. Faculty not meeting credit requirements permitting step advancement in the 2013-2014 contract year will be frozen on their 2012-2013 contract year step until sufficient credits are earned to permit lane and step advancement. Faculty frozen on their 2012-2013 contract year step in the BA and BA + 10 SH Lanes are not eligible for Step advancement or Career Increments.

Career Increments paid prior to the 2015-2017 agreement to staff members in the BA, and BA + 10 SH will continue to be paid until the staff member advances to the next lane of the salary schedule. No Career Increments will be paid for the 2015-2017 agreement, or subsequent agreement, for contract steps in the BA and BA + 10 SH Lanes beyond the 2014-2015 contract year.

Section 3. Career Increments:

Career Increments amounts accumulated through the 2019-2020 school year will continue to be paid to employees through the remaining years of their employment.

Section 4. Status of Salary Schedule: All teachers shall be granted salary increments as indicated on the schedules set forth herein, except that if the School District decides to withhold an increment, the following procedure shall be followed:

1. The notice shall state in writing what conditions are considered unsatisfactory;
2. The Board and District Administration shall provide reasonable time and supervision to enable the teacher to correct the deficiency;
3. Meetings between the teacher, the appropriate principal, and/or superintendent shall be held for the purpose of discussing progress being made and for providing suggestions. If at the end of this time period, the teacher has corrected the situation, then the teacher's right to receive the increment shall be reinstated. If the situation has not been corrected, no reinstatement will occur.

Section 5. Placement on Salary Schedule: The following rules shall be applicable in determining the placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane: Graduate and undergraduate and continuing education credits are eligible to be considered for application on any lane of the salary schedule and credits must be germane to the teaching assignment as determined by the School District. Additional graduate and undergraduate and continuing education credits considered germane include courses that increase a teacher's knowledge of their content area or enhance a teacher's instructional or classroom management skills or courses required by the Board of Teaching for re-licensure, or are a course requirement of an approved advanced degree program, or work to meet District goals.

Continuing education credits (identified as 1) continuing education, 2) professional development, 3) staff development, 4) graduate-level, 5) or classes with a similar connotation) are eligible for lane advancement on a proportional basis.

Credits from classes referred to in the previous paragraph of this subd. will have an equivalency of 1/3 graduate or undergraduate semester credit for the purpose of application to the salary schedule. Three (3) continuing education, or other with similar reference, will be equivalent to one (1) graduate or undergraduate semester credit.

A lifetime maximum of 60 continuing education credits (equivalent to 20-semester graduate or undergraduate credits) will be accepted for application to the salary schedule. A combination of graduate, undergraduate, and proportional continuing education credits may be used for lane advancement.

Subd. 2. Grades and Credits: To apply on the salary schedule, all credits must be graduate credits, undergraduate credits, or continuing education credits, must be earned beyond the Bachelor's Degree, and must carry a grade equivalent of B or higher. Undergraduate credits beyond a Bachelor's Degree that provide benefit to the District are acceptable provided the superintendent and teacher agree to a written plan of study prior to enrollment in the program or courses. A "pass" or a "pass/fail" course will be accepted if a letter-grade option is not available.

Continuing education credits (identified as 1) continuing education, 2) professional development, 3) staff development, 4) graduate-level, 5) or classes with a similar connotation) are eligible for lane advancement on a proportional basis.

Credits from classes referred to in the previous paragraph of this subd. will have an equivalency of 1/3 graduate or undergraduate semester credit for the purposes of application to the salary schedule. Three (3) continuing education, or other with similar reference, will be equivalent to one (1) graduate or undergraduate semester credit.

A lifetime maximum of 60 continuation credits (equivalent to 20-semester graduate or undergraduate credits) will be accepted for application to the salary schedule. Combinations of graduate, undergraduate, and proportional continuing education credits may be used for lane advancement.

Subd. 3. National Board Certification: Any teacher who becomes Nationally Board Certified will be granted a stipend of \$600 annually as long as he (she) holds the certification. The National Certification must be approved by the Board at the Superintendent's recommendation.

Subd. 4.a. Credit Approval: All credits to be considered for application on the salary schedule must be pre-approved by the Superintendent. Approval (or disapproval) of these credits shall be done in writing on the form included as part of this Agreement as Appendix V within 15 days of the superintendent's receiving the form from the teacher. Any course that is part of the faculty member's approved advanced degree program will be accepted for a lane change.

If the Superintendent disapproves a request for prior approval or an application to the salary schedule, the faculty member shall within 15 days request a committee review. The Superintendent will convene within 25 school days of the request for review, a committee consisting of two Lake Park Audubon teacher representatives selected by the Lake Park Audubon Education Association, the Superintendent, and the building Principal. The committee will consider the application and either approve, disapprove, or come to a split decision. The building Principal will notify the teacher of the committee's decision.

The committee's decision to approve or disapprove is final. If the committee arrives at a split decision, the teacher may seek a remedy through the Grievance Procedure of this Agreement in Article XIV.

Subd. 4.b. Comprehensive Review: Prior to submitting for pre-approval, the teacher is responsible for course review to assure courses submitted for prior approval are graduate, undergraduate, or continuing education credits. The teacher must submit adequate evidence to the Superintendent for approval. If the

transcript or any other information is obtained after prior approval, indicates that the class does not provide graduate or undergraduate or continuing education credit; credit will be applied to the salary schedule consistent with the credit level indicated on the transcript.

Subd. 4.c. Credits Earned Prior to District Employment: Graduate, acceptable undergraduate credits, and continuing education credits meeting the definition of germane and are germane to the teacher's current assignment, may be approved for lane advancement. For a newly hired teacher, the request for an application to the salary schedule must be made at the time of the original contract. For a current teacher, the request must be made within 60 calendar days of the acceptance of the 2015-2017 Master Agreement.

Subd. 4.d. Timeline For Credits Earned After Employment Commences: Courses submitted for prior approval must be completed and transcript submitted within 12 months of the Superintendent's prior approval. For graduate, undergraduate, and continuing education credits as previously defined that have prior approval and have been earned prior to ratification of the 2015-2017 contract, teachers will have 60 calendar days to request an application to the salary schedule. This time limitation does not apply to graduate credits that are part of the teacher's approval and an accredited Masters/Doctoral program.

Subd. 5. Effective Date (Lane Change): Teachers may move from one lane to another at the beginning of the fall or spring semesters. Requests for a fall lane change may be made through September 15th. Requests for a spring lane change may be made through February 1st. Credits must have been earned prior to the September 15th or February 1st request deadline. Adjustments on the salary schedule will take place during the first pay period after the official notification from the granting institution has been received by the Superintendent and approved by the School Board at the next scheduled regular meeting. Requests submitted after September 15th or February 1st will result in a delay of the lane change until the next September 15th or February 1st payday.

Subd. 6. Advanced Degree Program: A teacher shall be paid on the Masters' Degree Lane or higher degree lane only if the degree program is germane in the teaching assignment or as approved in writing by the Superintendent in advance.

Subd. 7. Salary Schedule Placement: A teacher who has had experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the teacher. A newly hired teacher without experience can be placed no higher than Step 5.

Subd. 8. Dates of Salary Payment: Paydays are scheduled for the 15th and the last calendar day of each month. On days when the 15th or the last calendar day falls on a weekend or holiday, payday will be the last business day preceding the weekend or holiday. Teachers will be paid in 24 equal installments. Extra-curricular pay will be included but only after the coach's or director's season starts.

Subd. 9. Mileage: Teachers who may be required to use their own automobiles when traveling between buildings during the school day in the performance of duties shall be reimbursed for all such travel at the rate set by the School Board at its annual reorganizational meeting. Mileage will be reimbursed one way if the teacher ends their duty day at the other building. Mileage will be reimbursed both ways if the teacher must travel back to fulfill their duty day. Personal mileage will be paid when School District transportation is not available.

Subd. 10. Additional License beyond a Masters': Social Workers and counselors shall be placed on the salary schedule as agreed between the School District and the employee when first employed by the District. A social worker or counselor may be granted a stipend equivalent to a Lane Change for the attainment of an additional license beyond a Masters' Degree. The license must be germane to the social worker's or counselor's responsibilities within the District and must include hours of instruction and/or supervised training equivalent to or greater than the number of semester hours required for a lane change. Supervision hours must be completed in a setting outside the normal hours of responsibility at LPA. One (1) semester credit hour equals thirty (30) instructional clock hours or thirty (30) supervised clock hours. The superintendent will determine the equivalency of the license and provide recommendations to the District Board of Education. Upon approval, the stipend will be paid annually in twenty-four (24) monthly payments as long as the

employee holds the license. Stipends will be paid for a maximum of two licenses beyond a Masters' degree. A social worker or counselor who requests a Lane Change for an additional license is not eligible for Lane Changes for the accumulation of additional hours or licensure beyond a Masters' Degree.

Subd. 11.a.: A teacher holding a career and technical education (CTE) license are eligible for additional compensation at the rate of \$1,000 annually. The teacher must maintain the license, teach a minimum of one CTE class (or two semester credits), maintain proper state program eligibility, conduct annual advisory meetings, attend CTE training and workshops, and submit a minimum of one proposal for CTE funding (Federal Perkins Grants) annually.

Subd. 11.b.: A teacher teaching an Advanced Placement (AP), concurrent enrollment, or articulation agreement for college credit (AACC) certified teacher is eligible for additional compensation at a rate of \$1,000 annually. The teacher must maintain the license, teach a minimum of one certified class (or two semester credits), maintain proper program eligibility, conduct required meetings and/or observations, and attend required program meetings.

Subs. 11.c.: A teacher is eligible to receive a maximum of \$1,000 of additional compensation annually as defined above in 11.a. and 11.b.

Section 6. Paid Time Off/Additional Compensation: Any duties performed by a teacher during a preparation period, or other than the contract day, at the request of the School District and mutually consented to, shall be reimbursed at the rate of \$27.00 per hour for the 2019-2020 and 2020-2021 school years.

A teacher may choose to accumulate "Paid Time Off" equal to the amount of duty performed in lieu of monetary reimbursement. Paid time off must be used in full or half-day (.5) increments. Elementary instructors will accumulate one (1) minute of paid time off for each one (1) minute of duty performed during a preparation period. Secondary instructors will accumulate (1) period of paid time off for each one(1) period of duty performed during a preparation period. Upon completion of the additional duty of teacher must complete the appropriate documentation to designation their choice of compensation or paid time off. Requests for use of accumulated paid time off will follow the same stipulations as personal leave. A maximum of sixteen (16) hours of PTO can be earned and/or carried forward to the following year. Faculty members will be compensated at a rate of \$27.00 per hour beyond the sixteen (16) hour limit. By June 30th, a teacher leaving the District will be compensated at a rate of \$27.00 per hour for their accumulated paid time off. Voluntary committee work is not eligible for PTO or additional pay.

Elementary teachers supervising at elementary concerts will be reimbursed for 1.5 hours on the contractual rate specified in Article VI, Section 6, or may choose to accumulate 1.5 hours toward a day of paid time off per occurrence. Music teachers receiving co-curricular compensation for music are not eligible for this compensation or leave.

A teacher that serves as a mentor will be compensated at a rate of \$300.00 per mentee annually. Mentors may only be assigned one mentee annually.

Subd 1. Pay Deductions: A penalty of the teacher's annual salary (including extra-curricular pay in season) divided by the number of teacher duty days, multiplied by the number of days unexcused, may be withheld from the teacher's pay in the event that the teacher is found to have been absent without cause under the provisions of this Agreement.

Subd 2. Teacher Resignation: Pursuant to M.S. 122A.40, Subd. 7 any full-time, non-probationary teacher who resigns after the statutory deadlines shall pay a fee to the District to receive a contractual release from the District. If an agreement as to the terms and conditions of employment for the succeeding school year has been adopted pursuant to the provisions of sections 179A.01 to 179A.25, the fee schedule shall be: Prior to May 10 = \$0; May 10 – May 30 = \$500; June 1 – June 30 = \$1,000, and July 1 or later = \$1,500. The statutory resignation deadline for a probationary teacher is July 1. The contractual release of a probationary teacher is July 1. The contractual release of a probationary teacher after July 1 will require a fee of \$1,500.

If an agreement as to the terms and conditions of employment for the succeeding school year has not been adopted pursuant to the provisions of sections 179A.01 to 179A.25, prior to March 1, the teacher's right of resignation is extended to the 30th calendar day following the adoption of said contract in compliance with section 179A.20, subdivision 5. Such written resignation by the teacher is effective as of June 30 if submitted prior to that date and the teacher's right of resignation for the school year then beginning shall cease on July 15. Any part-time teacher who resigns after the statutory deadline shall pay a percentage of the fee equivalent to the teacher's FTE.

The Board will waive the resignation fee due to: 1) the employee's inability to continue work due to their health when substantiated by a physician's statement, 2) the employee's inability to continue work due to health of the employee's spouse or child living in the employee's home when substantiated by a physician's statement, 3) the employee's suspension or ongoing investigation of the employee, 4) the employee's resignation to accept another position within the District, or 5) a change in residence location of 90 miles or more from Lake Park or Audubon due to a change in employment of the employee's spouse.

The assessed fee will be returned to the teacher, tenured, or probationary if replacement interviews have not been scheduled within 45 days of the teacher's resignation.

ARTICLE VII EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Appendix I of this Agreement (entitled Extra-Curricular Schedule) shall be part of this Agreement.

Section 2. Method of Determining Compensation: Compensation shall be computed on the proper index (percent) multiplied by the teacher's co-curricular placement on the B.A. Lane of the salary schedule (Appendix II) except that in no case may the teacher's placement on the B.A. Lane exceed Step thirteen (13) in 2019-2021 for purposes of determining extracurricular salaries.

For purposes of determining extra-curricular pay, placement on the B.A. Lane shall reflect the teacher's total tenure in the activity in the School District or negotiated prior experience. Activity experience outside the District is limited to five (5) years unless prior Board approval is given. Teachers who are assigned or given assignments in the same sport shall retain their step on the extra-curricular salary schedule. Teachers who are assigned or given assignments in the same activity shall be placed on the extra-curricular salary schedule according to the ratios presented below.

LPA Experience:

- Lateral Move (9th, C, JV, or 7th & 8th) – One Step for each year of experience up to Step 13
- Moving Up (Asst. JV, C, or 9th to Head) – One Step for two years of experience up to Step 13
- Moving Up (JH to 9th, C, or JV) – One Step for two years of experience up to Step 13
- Moving Up (JH to Head) – One Step for three years of experience up to Step 13
- Moving Down (Head to any level) – Maintain all years of experience up to Step 13

Out of District Experience:

- Lateral Move – One Step for each year of experience up to Step 5 unless prior Board approval is given.
- Moving Up (Asst., JV, C, or 9th to Head) – One Step for two years of experience up to Step 6
- Moving Up (JH to 9th, C, or JV) – One Step for two years of experience up to Step 6
- Moving Up (JH to Head) – One Step for three years of experience up to Step 6
- Moving Down (Head to any level) – Maintain all years of experience up to Step 6

Section 3. Practice Starting Dates: The MSHSL establishes starting dates for athletic seasons. Percents for co-curricular activity seasons are based upon daily practices beginning on the MSHSL starting dates. Coaching salaries will be proportionately decreased if practices start later than MSHSL starting dates. The athletic season length used to calculate

proportionate salary is the number of days from the MSHSL starting date of the respective sport until the date of the earliest MSHSL sponsored playoff/tournament in the sport.

Section 4. Non-Scheduled Extra-Curricular Assignment: If an assignment is made to any teacher not covered by the Master Agreement, the compensation shall be agreed upon for that season or for that school year between the School District and the Exclusive Representative.

Section 5. Post-Season Compensation for MSHSL Events and District Sponsored Activities: Coaches and advisors of teams and groups participating in post-season competitions will receive a \$100.00 stipend for each post-season level of competition. See Appendix X.

Section 6. Athletic Admission: Teachers and their immediate family members will have free admission to local athletic contests during the school year.

Section 7. Coaches Requested Leave of Absence: If a coach's requested a leave of absence from a coaching position extends more than 2 weeks of a head coach's MSHSL athletic season, the head coach will be removed from coaching responsibilities during the leave of absence, coaching salary will be reduced proportionally during the leave of absence, and an interim coach will be hired. The calculation for salary reduction will be based on the number of calendar days within the sports season and the number of calendar days missed. The athletic season length used to calculate proportionate salary is the number of days from the MSHSL starting date of the respective sport until the date of the earliest MSHSL sponsored playoff/tournament in the sport. At the conclusion of the leave of absence, the coach will resume head coaching position, if desired.

If a coach is approved for a leave of absence from a teaching position and the coach desires to continue in their coaching position during the leave of absence from teaching, the coach must fulfill all coaching responsibilities during the teaching leave of absence.

Section 8. Athletic Event Worker Assignments: Except for positions that have regularly been filled by non-faculty members, faculty members will be provided the first opportunity to fill event worker positions (ticket sellers, timekeepers, bookkeepers, referees, sideline officials, etc.). The compensation schedule will be created by the Athletic Director and High School Principal and approved by the Board of Education.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Disability Leave:

Subd. 1. A full-time teacher shall earn disability leave at a rate of 15 days each year of service in the employ of the School District. Annual disability leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. All teachers shall be granted six (6) days at the beginning of the academic school year.

Subd. 2. Unused disability leave may accumulate to a maximum credit of 120 days of disability leave per teacher.

Subd. 3. Sick leave with pay will be allowed by the School District whenever a teacher's absence is due to illness which prevented his/her attendance at school and performance of duties on that day or days during the regular school year, provided that the teacher has unused sick leave at the time of such absence.

Subd. 4.a. Pursuant to MS 181.9413, a teacher who performs services for at least 12 consecutive months preceding the request for paid disability leave may use up to 160 hours of his/her accrued disability leave in any 12 months period for absences due to the illness of or injury to the teacher's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or step-grandparent for reasonable periods of time as the teacher's attendance may be necessary, on the same terms upon which the teacher is

able to use disability leave benefits for the teacher's own illness or injury. Disability leave for dependent children will be covered by MN Statute 181.940-944.

Subd. 4.b. Should MS 181.9413 be repealed, Subd.4.a. will be removed from contract language to be replaced with: A teacher may use up to five (5) of such disability days per year to cover absences necessitated by the illness or disability of a child not covered by the Family Medical Leave Act, spouse or parent in need of the teacher's care or attention. Disability leave for dependent children will be covered by MN Statute 181.940-944.

Subd.4.c. Should MS 181.9413 be amended, Subd.4.a shall be amended to reflect the statutory changes.

Subd. 5. The School District may require a teacher to furnish a medical certificate from a qualified and licensed medical doctor as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for disability leave pay. However, the final determination as to the eligibility of a teacher for disability leave is reserved for the School District. In the event that a medical certificate will be required, the teacher will be so advised. The District may request a formal medical opinion from either the teacher's doctor or from its own doctor who shall be permitted to examine the teacher, all at the School District's expense.

Subd. 6. Disability leave allowed shall be deducted from the accrued disability leave days earned by the teacher.

Subd. 7. Disability leave pay shall be approved only upon submission of a signed request form available at the office.

Subd. 8. Sick Leave Bank: A sick leave bank will be established and is expressly intended to be used by any teacher who is physically incapable of performing his/her duties due to accident or serious illness after he/she has used his/her personally accumulated sick leave. Applications for use of these days will be made to the EM – LPA Executive Committee which will approve or disapprove the application and inform the District of its decision.

Membership will be open to all teachers at the beginning of each school year or the beginning date of their contract thereafter.

All teachers who wish to participate will be assessed one day of sick leave. All assessed days will be accumulated from year to year in a bank where they will be available to participants who have used all their designated sick leave days. When all the days in the bank have been exhausted, all participants will be reassessed one day.

The sick leave bank shall not be used when a teacher qualifies for disability income insurance.

A teacher may withdraw from the sick leave bank at the beginning of any school year. In case of withdrawal, a teacher's contribution of days to the sick leave bank stays in the bank.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments, and execution or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of the administration of the teacher protection bank as specified by the Exclusive Representative as provided herein. Any teacher protection bank challenge shall not be subject to the grievance procedure.

Employees utilizing the sick leave bank will not accumulate additional leave days or benefits during the period of absence.

Section 2. Worker's Compensation: Pursuant to MN Statute, Chapter 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to 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 accrued sick leave.

Section 3. Emergency Leave: A full-time teacher may be granted paid emergency leave, at the discretion of the Superintendent, upon written request stating the reasons therefore for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered by other provisions of this Agreement. All such emergency leave granted will not be deducted from personal leave. It will be deducted from disability leave.

Section 4. Personal Leave:

Subd. 1. A full-time teacher may be granted a personal leave at the discretion of the Superintendent.

- a. At the beginning of each school year, each teacher shall be credited with two (2) days of personal leave.
- b. Personal leave is accumulative to a maximum of five (5) days total.
- c. Leave is to be used for the teacher's personal business which cannot be performed at any other time.
- d. Carryover leave will never exceed three (3) day's total accumulation.
- e. In the month of June, teachers will be compensated at the substitute teacher rate for personal leave accumulation exceeding three (3) days.
- f. A teacher leaving District employment will be compensated for their total unused personal leave by June 15 in exchange for pay at the substitute teacher's daily rates.

Subd. 2 The School District shall pay the salary of substitutes hired when personal leave is granted pursuant to this section.

Subd. 3. The teacher shall fill out the absentee card in his/her principal's office after returning from such leave.

Section 5. Bereavement Leave: Leave may be granted for up to five (5) days per occurrence with pay for the death of a spouse, child, parent, or sibling, and three (3) days per occurrence with pay for the death of a grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, cousin or brother or sister of the parent of the teacher or his/her spouse, and one (1) day with pay per school year for the death of a friend. Bereavement leave with pay will be deducted from disability leave. Leave without pay may be granted for other or extended bereavement as determined by the Superintendent.

Section 6. Child care Leave:

Subd. 1. The District shall grant child care leave of up to 12 months without pay or insurance benefits to any teacher, regardless of marital status, who requests such leave for the purpose of providing parental care to his or her natural-born, unborn or adopted child or children, subject to the provisions of this section.

Subd. 2. In the event of pregnancy, a teacher may commence either a pregnancy leave without pay prior to the onset of disability occasioned by childbirth or the teacher may continue teaching until the onset of the disability and thereafter commence a disability leave with pay.

- a. Pregnancy Leave: If a pregnant teacher chooses to commence a pregnancy leave, she shall first submit a written application to the School District at least two (2) months prior to the beginning of the leave. The application shall provide notice of the teacher's expected delivery date as determined by her attending physician. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery.
- b. Disability Leave: If a pregnant teacher chooses to continue teaching until the onset of disability occasioned by pregnancy and childbirth, she shall notify the School District in writing at least two (2) months prior to the expected delivery date as determined by her attending physician. The teacher may utilize her accumulated disability leave through the period of pregnancy-related disabilities, childbirth, and recovery as determined by her attending physician.

Subd. 3. A teacher making an application for child care leave shall inform the School District in writing of his or her intention to take the leave at least two calendar months before the commencement of the intended leave. The date of return from the leave shall be determined by mutual agreement between the teacher and the School District. If the teacher initiates a pregnancy leave pursuant to paragraph a. above, or disability leave, pursuant to paragraph b. above, she may elect to notify the School District of her intent to take a child care leave or any time thereafter, but not later than two months prior to the commencement of child care leave. A teacher shall not accrue additional disability leave beyond the period of time certified by the physician as the point of termination of the disability.

Subd. 4. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 5. Upon return from child care leave, the teacher shall be reinstated to his or her original position or to a position of similar status and conditions for which he or she is licensed unless previously discharged or previously placed on unrequested leave of absence. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and benefit status, and other advantages accrued prior to taking the leave. These provisions shall also apply to a teacher returning from pregnancy leave or disability leave. The teacher shall not accrue additional experience credit for pay purposes during the period of absence beyond the period of time certified by the physician as the termination point of the disability unless 90 or more working days and/or disability days are accrued.

Subd. 6. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have the opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of a probationary period.

Subd. 7. A teacher on child care leave is eligible to participate in group health insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, except for individual benefit eligibility provided within FMLA or otherwise required by law, for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Section 7. Exclusive Representative Leave: The School District must afford days off to elected officials or appointed representatives of the Exclusive Representative, in accordance with PELRA, for the purpose of attending delegate assembly meetings or other meetings when school is in session or to attend arbitration, negotiations, mediation, or other judicial or administrative tribunals. The Exclusive Representative shall receive credit for ten (10) such days each year, non-accumulative. Further, such leave shall be with pay and the Exclusive Representative shall pay for the substitute when such leave is granted.

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

Section 9. Jury Duty Leave: Any teacher who is called for jury duty shall be compensated for the difference between the teacher's pay and the pay received for the performance of such obligation.

Section 10. Adoption Leave: Any teacher may be granted adoption leave under the provisions of Section 3; Emergency Leave. This is to be deducted from disability leave.

Section 11. Professional Leave: Upon written application, a teacher who has been employed by the School District for a minimum of four (4) years may be granted a leave of absence up to two (2) years for the purpose of engaging in study (at an accredited college or university) reasonably related to his/her teaching responsibilities; foreign or military teaching programs; Peace Corps or Job Corps as a full-time participant in such program; and/or cultural or work programs related to their professional position.

Upon return from such leave, the teacher shall be placed at the same position on the salary schedule, unless previously terminated or placed on ULA. The teacher shall maintain the same benefits, compensation and other advantages that he or she would have received or accrued had he or she taught in the School District during such period.

Section 12. Response Time: The Superintendent or his/her designee shall attempt to respond to all written leave requests within five (5) school days after the request is submitted to the Superintendent in writing.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day shall be eight (8) hours per day.

Section 2. Additional Activities: In addition to the basic school day, teachers may be asked to participate in school activities beyond the basic teacher's day as is required by the School District. The normal duties for teachers include a reasonable share of extra-curricular and supervisory activities as determined by the School District for which the teacher will be compensated at rates specified in Appendix I for the 2019-2020 and 2020-2021 school years.

Section 3. Duty-Free Lunch: Beginning in 2008-2009, all teachers shall have not less than 25 minutes of duty-free lunchtime. Lunchtime shall be uninterrupted and continuous whenever possible.

Section 4. Emergency Closing: In the case of an emergency closing of school during the school day, teachers will be released as soon as the students have departed, provided it is determined by the Superintendent or his/her designee that there exist unsafe, hazardous, or life-threatening conditions.

Section 5. Prep Time and Workload: K-12 teachers shall be given a daily average of 50 minutes minimum of preparation over a period of one week. Preparation time shall be during the student day and in one or two separate blocks. Unless agreed upon with a memorandum of understanding

Grade 7 – 12 teachers on the basis of a seven-period day, teachers in the secondary grades shall not be required to teach more than six (6) classes per day unless agreed upon with a memorandum of understanding.

Section 6. Workload: 2019-2020 SY - on the basis of seven or eight period day, teachers in the secondary grades shall not be required to teach more than six (6) classes per day, including study hall supervision. Teachers who are assigned to teach (6) classes in High School or an Elementary combined class shall be paid \$3,915 in 2019-2020 per year for the extra class.

Section 7. Alternative Scheduling: A teacher can be scheduled to work an alternative schedule that includes a class period preceding or following the regular workday. The alternative schedule requires mutual agreement between the instructor and principal and approval by the Board of Education. The alternative schedule will be equivalent in length and workload to a regular duty day for a period not to exceed one year unless a subsequent agreement is approved by the instructor, principal, and Board of Education.

ARTICLE X SUBSTITUTE TEACHERS

Section 1. Unit Status: In accordance with the PELRA, any substitute teacher who replaces the same teacher for more than 15 consecutive days in a school shall be classified as a long-term substitute.

Section 2. Terms and Conditions of Employment:

Subd. 1. Long Term Substitutes: For the purpose of this Article, a long-term substitute teacher is a unit member who has replaced the same teacher for more than 15 consecutive days. The terms and conditions of employment for long-term substitutes shall be as follows:

1. Salary based upon the appropriate salary schedule placement and the quantity of work time calculated pursuant to Article XI (Part-Time Teachers);
2. Disability Leave in accordance with Article VIII, Section 1;
3. Workers' Compensation as per Article VIII, Section 2;
4. Jury Duty in accordance with Article VIII, Section 9;
5. Hours of Service per Article IX, Section 1;
6. Length of School Year per Article XII, Section 1;
7. Public Obligation per Article XVII.

Subd. 2. Casual Substitutes: For the purposes of this article, a casual substitute teacher is a teacher who does not work more than 15 consecutive days replacing the same teacher. Casual substitutes shall be paid only per diem wage rate set by the School District and shall not be eligible for any of the provisions of this Collective Bargaining Agreement.

ARTICLE XI PART-TIME TEACHERS

The School District reserves the right to hire part-time teachers at its discretion.

The School District also reserves the right to establish class schedules and lengths of class periods and other scheduling matters at its discretion.

So long as the School District uses the seven-period student day, teachers hired by the School District to perform teaching duties requiring a license from the Board of Teaching or other teachers licensing agency on a part-time basis shall be compensated according to the following schedule:

1. One class shall be compensated at .17 of the appropriate lane and step for the part-time teacher;
2. Two classes shall be compensated at .343 of the appropriate lane and step for the part-time teacher;
3. Three classes shall be compensated at .513 of the appropriate lane and step for the part-time teacher;
4. Four classes shall be compensated at .685 of the appropriate lane and step for the part-time teacher.

The decimals in the schedule set forth above are arrived at by the following formula: $1/7 \div 1/5 (1/7) + .131 + .028 = .17$.

In a seven-period day, a teacher employed for six (6) classes would also be assigned the additional duties of a full-time teacher. The District may employ a teacher to perform supervisory duties only, but that teacher would not be considered to be performing teaching duties requiring licensure. Study halls when assigned shall be a work unit.

ARTICLE XII LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to MN Statute 120A.40, the School Board shall, prior to April 1st, of each year, establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct the school. Beginning with the 2018-2019 school year, the basic school calendar shall have 181 teacher duty days but shall not exceed its hourly equivalent should a four-day week be adopted.

Section 2. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the teacher shall perform duties when that day is "made up," as determined by the School Board.

Section 3. After School Meetings: Teacher meetings that are scheduled by the Superintendent or his/her designee shall be announced at least 24 hours in advance of the meeting. Emergency meetings are excluded from this time requirement. The School District shall determine if an emergency does exist. Workshops and curriculum meetings shall be announced at least 48 hours in advance of the meeting.

**ARTICLE XIII
STAFF REDUCTION-LAYOFF AND RECALL**

Section 1. ULA:

Subd. 1. Terms: The board may place on unrequested leave of absence (ULA) 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. Such leave of absence shall continue for a period of 3 years, 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 Superintendent by April 1st of any year a written statement requesting reinstatement. Such leave shall be effective at the close of the school year of such earlier time as mutually agreed upon by the teacher and the School Board.

Subd. 2 Seniority: "Seniority" applies only to Tier 3 and Tier 4 teachers and commences with the first day of continuous teaching service in the School District.

Subd. 3. Placement: Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter licensed, as calculated by the initial date of continuous teaching service.

Subd. 4 Notice: Teachers placed on such leave shall receive notice by May 1st of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 5. Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District affirmation action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 6 Additional Assignments: If a reduction in the number of teachers based on seniority would result in the discontinuance of any curricular program, the teacher employed in such a program may not be placed on such leave, at the discretion of the school district.

Subd. 7. Years of Service: Any teacher placed on such leave may engage in teaching or any other occupation during such period and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave. Teachers placed on ULA shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Subd. 8. Tie-Breakers:

1. Total years in education as a teacher (as defined by Article III, Section 2. of the Master Agreement);
2. Current year full-time teachers over a current year part-time teachers;
3. Most areas of certification;
4. Most number of years as a teacher or administrator in the School District;
5. Most extra-curricular assignments in the current school year;
6. The major certification shall take precedent over minor certification;
7. The higher lane placement on the salary schedule;
8. The Exclusive Representative and the School District negotiate further tie-breakers; and
9. If a tie remains after one (1) through eight (8) above have been applied, the Board of Education shall make the final determination.

Section 2. Reinstatement:

Subd. 1. Process: No new teacher shall be employed by the School district while any teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available position in the School District in the fields in which they have been placed on ULA or any other available position in the School District in the fields in which they are licensed as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Notices: When placed on ULA, a teacher must file his/her name, address, and phone number, to which any notice of reinstatement or availability of position shall be sent by registered mail. The teacher on ULA shall be responsible to provide contact information for forwarding of mail or address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed and one phone call as provided in this article.

Subd. 3. Acceptance of Re-employment: If a position becomes available for a licensed teacher on ULA, the School District shall notify the teacher, who shall have 10 working days from the date of such notice to accept the re-employment. If a teacher responds within 10 working days but is unable to accept due to a contract in another district, all recall rights will remain. Failure to accept, in writing, for other reasons than above, within such ten-day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement of employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease three (3) years for the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and licensed teacher.

Section 3. Dropping of License: A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

Section 4. Filling of Licenses: In any year in which a reduction of teaching positions is occurring and the School Board is placing a teacher on ULA, only those licenses actually received in the Superintendent's office for filing as of January 15th of such year shall be considered for purposes of determining ULA within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of reinstatement but not for current reduction.

Section 5. Establishment of Seniority List:

Subd. 1. Preparation: The School Board shall annually cause a seniority list by name, date of employment, qualification, and subject matter or field, to be prepared from its records. The School Board shall thereupon cause such list to be posted by November 1st in an official place in each school building of the School District.

Subd. 2. Request for Change: Any teacher whose name appears on such a list and who may disagree with the order of seniority in the said list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

Subd. 3. Final List: Within ten (10) working days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in the said list and may make such changes the School District which shall be binding on the School District and any teacher. If disagreement to placement on the seniority list has not been satisfactorily resolved, the issue may be finalized through the grievance process.

Section 6. Procedure: Any challenge by a teacher who is proposed for placement on ULA or reinstatement therefrom shall be subject to the hearing and review procedures. 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 as regulated by MN State Statute 122A.40. All challenge proceedings must be completed by June 30th.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions in this Agreement.

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

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law and shall not include any Saturdays or Sundays.

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within 20 days after the notification date that the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall be made to adjust an altered grievance informally between the teacher and the School District's designee.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District's designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event, the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event, the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative of the School Board may be designated by the School Board to hear the appeal.

at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of the intentions to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. In such an event, the right of appeal from such a decision shall exist for ten days after receipt of written notice thereof.

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

Section 8. Mediation Procedures: In the event that any grievance between the School Board and a teacher, the grievance may be submitted to mediation by mutual consent of both parties as defined herein:

Subd. 1. Request: A request to submit a grievance to the Bureau of Mediation Services (BMS) must be in writing, signed by both parties of the grievance and such request must be filed in the office of the BMS and a copy provided to both parties within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Submission of Grievance Information: Upon appointment of the mediator, the parties to the grievance shall conform to the timelines and procedures prescribed by the mediator.

Subd. 4. Decision: The decision by the mediator shall be rendered within the timeline established by BMS. Decisions by the mediator are not binding, or if no solution is reached; the parties may have an idea of how their argument will be received by an arbitrator. If no resolution is achieved in the mediation process, the issue will resort back to the grievance process at the appropriate step and level.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with mediation including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in mediation.

Subd. 6. Jurisdiction: The mediator shall have jurisdiction over disputes or disagreements relating to grievances properly before the mediator pursuant to the terms of the procedure. The jurisdiction of the mediator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall a mediator have jurisdiction over any grievance which has not been submitted to mediation in compliance with the terms of the grievance and mediation procedures outlined herein; nor shall the jurisdiction of the mediator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget; utilization of technology, the organizational structure, and selection and direction and the number of personnel. In considering any issue in dispute, in his/her order the mediator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitrations defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of the arbitrator, providing such request is made with 20 days after a request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. The failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within ten days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall include the following.
 - I. The issues involved.
 - II. Statement of the facts;
 - III. Position of the grievant;
 - IV. The written documents relating to Section 5. Article XIV of the grievance procedure.
- b. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

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

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

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

ARTICLE XV PROGRESSIVE DISCIPLINE

Section 1. Discipline: Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as determined by

the School District based upon the circumstances surrounding the action. A conference between the teacher and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of M.S.122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A teacher who is the subject of discharge shall be governed by M.S.122A.40, and such action shall not be subject to the provisions of this article.

Section 3. Opportunity to Meet: Suspension with or without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2, above, the teacher shall be afforded an opportunity to meet with the Superintendent or his/her designee, and the teacher may elect to have a representative in attendance at any such meeting.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Superintendent or his/her designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within ten (10) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and the length of the suspension were appropriate considering the circumstances surrounding the action.

Section 5. Removal from Duty – Investigation: Nothing in this article shall apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension unless such suspension is invoked under the provisions of M.S.122A.40, Subd. 13., and which shall not be subject to the grievance procedure.

ARTICLE XVI GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization: The School District shall annually provide up to \$4,898 in 2017-2018 and \$4,898 in 2018-2019 toward single coverage or up to \$7,684 in 2017-2018 and \$7,684 in 2018-2019 for family coverage for each teacher employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization and dental insurance plans. A married couple teaching in the School District, who qualifies for and is enrolled in the School District's group health and hospitalization and dental insurance plans, can receive up to two times the single coverage amount of the District's contribution for 2017-2018 and 2018-2019.

A teacher with a non-teaching spouse employed in the District may choose either the single benefit amount and the teacher's spouse will receive his/her insurance benefit or the teacher may choose the family benefit and the teacher's spouse will not be eligible for a health insurance benefit.

All married teachers must select single insurance if they do not have dependents. All single teachers must elect single insurance if they do not have dependents. Any additional costs of premiums shall be borne by the employee and paid by payroll deduction.

Section 3. Long Term Disability Insurance: The School District shall provide every teacher who qualifies for and is enrolled in the School District's Long Term Disability Insurance Plan with long-term disability insurance. For the information of teachers, the insurance shall become effective 90 days following the certified disability. The benefit shall be 66 and 2/3's percent of the teacher's "base salary." The carrier will be selected by the District. The plan shall provide the option for teachers to purchase additional disability insurance, at the option of the carrier, at their own expense.

Section 4. Term Life Insurance: The School District shall contribute up to \$150 for each full-time teacher if that teacher qualifies for and is enrolled in the School District's group plan toward a \$50,000 term life insurance policy. The contribution of

part-time teachers shall be pro-rated in the same manner as other insurance. The benefit reduces to 65% upon the attainment of age 65 and reduces to 50% upon the attainment of age 70 and will terminate upon retirement.

Section 5. Claims Against the School District: It is 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 6. Duration of Insurance Contribution: A teacher is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all Districts' participation and contribution shall cease, effective on the last working day (except as might be provided by the laws of the State of Minnesota or other languages in this Agreement).

Section 7. Change of Carrier: In any given year in which the premium increases more than 50% or if both parties mutually agree to do so, there shall be cause to rebid this insurance.

Section 8. Eligibility:

Subd. 1. Full benefits provided in this article are designed for full-time teachers regardless of when their employment began. The benefit is paid over 12 months, beginning with September 1 of the contract year. Benefit for full-time teachers beginning after September 1 will have benefits prorated based on the starting date and September 1.

Subd. 2. Part-time teachers who are employed more than .75 FTE per day shall be eligible for the full benefit. This stipulation must be subject to the insurance carrier agreement.

ARTICLE XVII RETIREMENT PROGRAM

Section 1. Eligibility:

Subd. 1. Teachers with less than nine (9) years of full-time service with the District as of September 1, 2000, shall only be eligible for the 403(b) plan (2B) described below.

Subd. 2. Only teachers with (9) or more years of full-time service with the District as of September 1, 2000, have the option of choosing to participate in either the 403(b) plan (2B) or the unused sick leave retirement package (2A). The choice was a one-time binding irrevocable decision. The failure to make such a choice by August 1, 2000, constituted the automatic election of the sick leave retirement package (2A).

For employees employed a minimum of 15 consecutive years, the February 1 and three-month notice requirements may be waived at the discretion of the Lake Park Audubon Board of Education due to a documented medical or emotional condition of the employee that prevents employment or greatly limits the employee's ability to teach effectively. The employee must submit an application for a waiver to the superintendent who will submit the waiver to the Board of Education for consideration.

Subd. 3. Eligible teachers on unpaid leave or on sabbatical may not participate in the 403(b) matching program until the teacher returns to regular service. Teachers who were employed in a part-time capacity are eligible for retirement benefits under this article, but their benefits will be prorated based on their actual percentage of full-time equivalency (FTE).

Subd. 4. Disqualification: The benefits under Section 2A or 2B below shall not be granted to any teacher who is discharged under MN Statutes 122A.40 by the District, nor shall benefits be granted retroactively.

Subd. 5. Eligibility requirements for current retirement options are described in Section 2 below.

Section 2. Plans:

Subd. 1. Employer matching contributions to a 403(b) plan must be directed to insurance companies approved by the Minnesota State Board of Investment. The 403(b) plan shall comply with the I.R.S. Code, 26, U.S.C 403 (b).

Subd. 2. The plan year shall be September 1 through August 31.

Subd. 3. In each year, an eligible teacher may make an application for participation by February 1st of each school year or within 30 days after the ratification of the Master Agreement (whichever is later). A faculty member who is hired after September 1st or is less than full-time will be eligible for a proportionate benefit based on the number of contracted days or their full-time equivalency. Staff members hired after February 1st will have 30 days to make an application for participation.

Subd. 4. There shall be a lifetime teacher cap of \$20,000 on School District Contributions.

Subd. 5. Yearly matching amounts paid by the School District shall be limited to a maximum amount as follows:

Years of Employment	Maximum Amount Match
1-3	\$250.00
4-6	\$500.00
7-9	\$750.00
10-14	\$1,000.00
15-19	\$1,250.00
20+	\$1,500.00

Subd. 6. The parties agree that any description of benefits contained in this section is intended to be informational only and the management of contributed funds is the responsibility of the provider selected by the teacher. It is further understood that the District's only obligation is to make contributions as specified in this article and that no other claim shall be made against the District pursuant to this article.

Section 3. Insurance Benefits: Insurance benefits provided in this Section shall be provided to eligible teachers as follows:

Subd. 1. Teachers who were employed by the District prior to September 1, 1991, and have completed at least ten (10) years of continuous service in the School District and are at least fifty-five (55) years of age by September 1 in the year of retirement shall be eligible for insurance benefits under the terms of this section. Teachers employed after September 1, 1991, must have completed fifteen (15) years of service to qualify for insurance benefits under this section.

Subd. 2. In order to receive the insurance benefits in this section, a teacher must submit his/her written resignation to the School District by February 1 of the school year at the end of which the resignation will be effective. If the teacher resigns during the school year, he or she shall provide the School District with notice of the resignation at least three months before the effective date of the resignation.

Subd. 3. Rate of payment. This section shall be restricted by requirements under Article XVI, Section 2. of this agreement pertaining to eligibility. The contribution to be paid by the School District for hospitalization, medical and surgery coverage shall be based on the contribution paid by the School District in effect at the time of retirement according to the following schedule:

Single Coverage – District contribution up to \$3,449 for the 2017-2018 and 2018-2019 school years plus 50% of any future District Contribution increase.

Dependent Coverage – District contribution up to \$5,443 for the 2017-2018 and 2018-2019 school years plus 50% of any future District contribution increase.

NOTE: \$6,443 in 2017-2018 and \$6,443 in 2018-2019 are the maximum District contributions for a married couple employed on or before September 1, 1997, and employed by the District on September 1, 2003.

Subd. 4. Dental insurance premiums and life insurance premiums shall be 100% paid by the retired employee. Consistent with the District Life Insurance contract, a retiree may only participate for a period of eighteen (18) months after retirement. The District contribution towards health insurance will cease when; The retiree reaches the age of Medicare/Medicaid. If the retired teacher changes from individual to dependent plans or increases the dependent coverage, the teacher shall pay 100% of the dependent premium.

Subd. 5. A teacher may stay in the dental plan for 18 months at his or her own expense once district employment has ended according to MN Statute 471.61.

Subd. 6. If the retiree should die before receiving the maximum amount of insurance benefits under this Section, benefits will cease.

Section 4. Retirement Payment for Teachers Retiring Under Section 2B.

Subd. 1. In addition to 403 benefits, teachers retiring under Section 2B and eligible pursuant to Section 3, Subd. 1, shall receive as an Early Retirement Incentive the amount obtained by multiplying the teacher's accumulated and unused sick leave days on the date of retirement up to a maximum of one hundred twenty (120) days times 25% times the daily rate of pay during the last year of employment. In order to be eligible for this payment, the teacher must have submitted his/her resignation in accordance with Section 3, Subd. 2. Sick leave shall also accumulate the last year of employment. Any compensation received for extracurricular, co-curricular, extended employment, or other compensation shall not be figured into the teacher's daily rate of pay.

Subd. 2. The Early Retirement Incentive calculated under Subd. 1 will be paid to a teacher in one installment in January in the first year following retirement. If the teacher should die prior to all benefits being paid, the remaining amount will be paid to the teacher's beneficiary.

Section 5. This article shall not be retroactive to any teacher who had retired prior to the terms of this agreement.

ARTICLE XVIII PUBLIC OBLIGATION

The parties recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the School District is of paramount importance.

The parties agree that procedures affecting this article are provided for by the Act and, therefore, shall not be subject to the grievance or arbitration procedures.

The Exclusive Representative agrees, therefore, that during the term of this Agreement, neither the Exclusive Representative nor any individual teacher shall engage in any unfair labor practice as defined by PELRA, 170A.13, Subd. 3. The parties agree that procedures affecting this article are provided for by PELRA, 179A.68, Subd. 1, and therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XXIV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2021, and thereafter until modifications are made pursuant to PELRA. In the event a successor Agreement is not entered into prior to the commencement of school in 2021, a teacher shall be compensated according to the last individual contract executed between the Exclusive Representative and the School District until such time a successor Agreement is executed. Such compensation shall be retroactive. The unpaid balance shall be paid in one lump sum within two (2) months of the signing of the Agreement. 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. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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 negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

**Independent School District #2889
Lake Park Audubon Public Schools**

Dated: ____ day of _____, 2020

By: Becky Mitchell
Its Chair – Becky Mitchell

By: _____
Its Clerk – Marge Beaudine

Lake Park Audubon Education Association

Dated: ____ day of _____, 2020

By: Kristen Frank
Its President – Kristen Frank

By: Cheryl Hogle
It's Chief Teacher Negotiator – Cheryl Hogle

(Salary Schedule - FY20-21 - #5 - 4 23 19)

	3618	6768	3618	6768	3618	6768	3618	6768	3618	6768	3618	6768	3618	6768
26	33997	32347	33997	33247	34397	34747	33997	33947	36797	37147	37997	38347	39197	39547

LAKE PARK AUDUBON PUBLIC SCHOOLS
ISD 2889
APPENDIX III
GRIEVANCE FORM

Name of Grievant: _____

Article being grieved: _____

Date of said grievance: _____

Explanation of grievance: _____

Proposed resolution of grievance: _____

Grievant

Date

Exclusive Representative

LAKE PARK AUDUBON PUBLIC SCHOOLS

ISD 2889

APPENDIX IV

REQUEST FOR EARLY RETIREMENT

I, _____, wish to declare my intent to retire from teaching and
request early retirement incentive pay under the provisions of Article XVII of the Master Agreement.

Birth date: Month, Date, Year

Years taught in the School District

Signature of Teacher

APPENDIX V: Prior Approval Request Form

Credits to be used for salary schedule advancement

Instructor's Name: Teaching/Co-Curricular Assignment:

Complete and submit two copies of request form along with supporting documentation to the Superintendent.

For each course, include the following supporting documentation:

1. Course description
2. Length of Course (Days, Weeks, Semester, Other)
3. Your answer to the following question: Why is course germane to your teaching/co-curricular assignment?
4. Course syllabus (when available)
5. Evidence of credit classification (graduate or undergraduate)
6. Undergraduate credits require an approved written plan of study

Title of Course	Department & Course #	Number of Semester Credits	Credit Classification * (Graduate, Undergraduate, or Continuing Education)	College or University	Anticipated Completion Date ^	Superintendent Approval or Disapproval

*Credit Classification: Graduate: Post-baccalaureate courses

Undergraduate: Courses fulfilling requirements for a bachelor's degree. A separate Program of Study must be approved by the Superintendent.

Continuing Education/Professional Development: Post-baccalaureate courses not identified as graduate credit or not applicable to graduate degrees.

^Length of Course: Appendix VI-A and official transcript must be submitted within 12 months of Superintendent's approval. The 12 month requirement does not apply to courses included in your approved Masters' Program Plan of Study. Please provide an initial timeline for the courses included in your plan.

Provide responses to the three items below and submit with other supporting documentation.

1. Course Description:
2. Length of Course:
3. Why is the course germane to your teaching/co-curricular assignment?

Employee Signature

Date

Superintendent Signature

Date

(Negotiations – Appendix V – Prior Approval – CE – 4 18 16)

APPENDIX VI-A: Request for Application of Credits to Salary Schedule

Credits to be used for salary schedule advancement

Instructor's Name: _____ Teaching/Co-Curricular Assignment: _____

Complete and submit two copies of request form, transcript, and supporting documentation to the Superintendent.

Title of Course	Department & Course #	Number of Semester Credits	Credit Classification* (Graduate, Undergraduate, or Continuing Education)	College or University	Transcript Date	Superintenden t Approval or Disapproval

Employee Signature

Date

Superintendent Signature

Date

Superintendent Comments:

APPENDIX VI-B: Lane Change Request

Credits to be used for salary schedule advancement

Instructor's Name: _____ Teaching/Co-Curricular Assignment: _____

Present Salary Schedule Lane: _____ Requested Salary Schedule Lane: _____

Complete and submit two copies of request form, official transcript(s) if not previously submitted.

Title of Course	Department & Course #	Number of Semester Credits	Credit Classification* (Graduate, Undergraduate, or Continuing Education)	College or University	Official Transcript Date	Superintendent Approval or Disapproval

***Credit Classification:** **Graduate:** Post-baccalaureate courses
Undergraduate: Courses fulfilling requirements for a bachelor's degree. A separate Program of Study must be approved by the Superintendent.
Continuing Education/Professional Development: Post-baccalaureate courses not identified as graduate credit or not applicable to graduate degrees.

Employee Signature Date

Superintendent Signature Date

Superintendent Comments: (Negotiations – Appendix VI-B – App to SS – CE – 4 18 16)

LAKE PARK AUDUBON PUBLIC SCHOOLS
ISD 2889
APPENDIX VII

Conference or meeting attended: _____

Location: _____

Dates of conference: _____

General evaluation of meeting: _____

Were you benefited by attending the meeting? (If so, how?) _____

Value of meeting to the School District (List some ideas or suggestions that you received at this meeting that could improve the School District.)

Signature

Date of report

LPA TRAVEL AND/OR STAFF DEVELOPMENT REQUEST

COMPLETE BOTH SIDES OF THIS FORM AND SUBMIT IT TO THE BUILDING PRINCIPAL
DISTRICT STAFF SUBMIT THIS FORM TO THE SUPERINTENDENT

Name: _____ Date of Request: _____

Date/s of Activity: _____ Location: _____

Name of Activity: _____

Briefly Describe Activity: _____

COSTS INVOLVED IN ACTIVITY

CATEGORY	RATES (2017-2019)	AMOUNT
Registration		\$
Hotel Room	_____ nights x \$ _____ = (\$95 per night limit unless conference is held at the hotel)	
Substitute Salary & Fringes	\$103.00 per day (includes fringes) x _____ day/s =	
Mileage	Federal Rate: \$.54 x _____ miles for personal car = School vehicle Yes or No	
Meals/Stipend	Breakfast = \$7, Lunch = \$9, Dinner = \$15	
Other Costs (Describe)	Staff Development Projection: \$31.09/Hr. (Curriculum Rates are \$27/hr plus TRA & FICA) Daily Workshop Stipend for non-contract day: \$115/Day (\$100/day plus TRA & FICA)	
TOTAL OF ALL EXPENSES:		\$

AMOUNT OF FUNDS REQUESTED FROM THE FOLLOWING SOURCES:

Staff Development, District	\$ _____	Special Education (Federal)	\$ _____
Staff Development, Elementary	\$ _____	Special Education (State)	\$ _____
Staff Development, Secondary	\$ _____	Eisenhower, Title II	\$ _____
Staff Development Best Practices	\$ _____	Title I	\$ _____
Carl Perkins Funding	\$ _____	Other Source:	\$ _____

APPROVED: _____
(Principal's Signature) (Date)

APPROVED: _____
(Signature of Elementary or Secondary Staff Development Representative) (Date)

APPROVED: _____
(Superintendent's Signature) (Date)

Lake Park Audubon Staff Development Goals

(COMPLETE THIS SIDE **ONLY** WHEN INVOLVED IN A STAFF DEVELOPMENT ACTIVITY)

Check ALL GOALS that apply	LAKE PARK-AUDUBON STAFF DEVELOPMENT GOALS	LEGISLATIVE OUTCOMES (summarized)
	GOAL #1: Provide staff with on-going staff development that will result in improved student achievement of standards .	#1: Improve <u>student achievement of state and local standards</u> by using best practices #3: Provide an <u>inclusive curriculum</u> consistent with the state diversity rule
	GOAL #2: Provide on-going staff development and consultation for meeting the needs of at-risk children .	#2: Meet the needs of a <u>diverse student population</u> , including at-risk children, gifted, and children with disabilities
	GOAL #3: Provide collaborative staff development activities consistent with best practices and provide support for new teachers through mentoring and peer coaching .	#4: Improve <u>staff collaboration</u> and develop mentoring and <u>peer coaching</u> programs
	GOAL #4: Provide on-going training to staff in violence prevention, harassment issues and conflict resolution so that they can teach, model, and actively promote positive behaviors.	#5: Effectively teach <u>violence prevention, harassment issues, and conflict resolution</u>
	GOAL #5: Improve staff skills in all areas of job responsibilities including leadership, site based management and technology .	#6: Provide staff with <u>appropriate site based- management and financial management skills</u>

Justification: Explain how your staff development activity addresses the goals checked above.

Evidence of Learning: Explain how you will share what you have learned with your students and colleagues. (Examples: brief report, discuss with principal, share with grade level/department, etc.)

Expected completion date:

LAKE PARK AUDUBON PUBLIC SCHOOLS
ISD 2889
APPENDIX IX
LEAVE FORM

To: _____
(Supervisor)

From: _____
(Teacher or Employee)

Personal Leave: _____
(Reason) (Dates)

Exclusive Representative Leave: _____
(Dates)

Personal Illness: _____
(Dates)

Family Illness: _____
(Dates)

Bereavement Leave: _____
(Dates)

Emergency Leave: _____
(Dates)

Other Leave: _____
(Specify type and dates)

I hereby request the above leave. Eligibility for the above leave is governed by the provisions of the Master Agreement.

Dated: _____
Employee Signature

Dated: _____
Payment Approved

Dated: _____
Payment Not Approved

Lake Park Audubon

2889

TEACHER NEGOTIATIONS COST SHEET SUMMARY 2019-21

Dollar Amount Adjustments to Salary Schedule

Percentage Adjustments to Salary Schedule

2019-20	2020-21
0	0
0.00%	0.00%

#FTE's 56.12844

Settlement Date 1/0/1900

Make NO Entries on this Worksheet

	2018-19	%Change	2019-20	%Change	2020-21
SALARY SCHEDULE & PART-TIME SALARIES					
SALARY RATE CHANGES	\$ 2,617,334	4.83%	\$ 2,626,239	4.80%	\$ 2,762,315
LANE CHANGES					
Co-Curricular Salaries	\$186,882	7.88%	\$177,803	3.64%	\$183,882
Extra Classes	\$ 19,802	0.00%	\$ 19,802	0.00%	\$ 19,802
Q-Comp Cost Totals	\$ -		\$ -		\$ -
Other Salaries (Describe)	\$ 7,200	0.00%	\$ 7,200	0.00%	\$ 7,200
Schedule and Part Time Salaries Total	\$ 2,709,628	4.47%	\$ 2,830,844	4.88%	\$ 2,963,008

Benefit Costs

Health Insurance	\$ 237,710	0.00%	\$ 237,710	0.00%	\$ 237,710
HRA Contribution Cost	\$ -		\$ -		\$ -
HSA Contribution Cost	\$ -		\$ -		\$ -
Life Insurance	\$ 6,877	0.00%	\$ 6,877	0.00%	\$ 6,877
Long-Term Disability	\$ -		\$ -		\$ -
Dental Insurance Cost	\$ 8,281	0.00%	\$ 8,281	0.00%	\$ 8,281
Workers' Comp Costs	\$ 30,000	0.00%	\$ 30,000	0.00%	\$ 30,000
Employer Match 403B	\$ 40,988	0.00%	\$ 40,988	0.00%	\$ 40,988
Employer Match 457	\$ -		\$ -		\$ -
Other Benefits	\$ -		\$ -		\$ -
Total Insurance Related Benefits Costs	\$ 322,647	0.00%	\$ 322,647	0.00%	\$ 322,647

Compensation totals for TRA and FICA \$ 2,709,528 \$ 2,830,644 \$ 2,963,008

TRA and FICA

TRA & FICA are computed on Schedule and Extra Salaries	7.71%		7.82%		8.13%
TRA	\$ 208,905	7.32%	\$ 224,187	7.46%	\$ 240,833
FICA	\$ 207,279	4.47%	\$ 216,544	4.88%	\$ 226,670
Total TRA and FICA Costs	\$ 416,184	6.80%	\$ 440,731	8.09%	\$ 467,563

Read the comment in the cell below

TOTAL TWO YEAR AGREEMENT COSTS	2018-19	%Change	2019-20	%Change	2020-21
	\$3,448,359	4.224%	\$3,594,023	4.429%	\$3,753,219
Dollar Increase in Each Year			\$145,664		\$159,196
Dollar Increase Per FTE in Each Year			\$2,595		\$2,836
Dollar Increase Per FTE over Two Years					\$5,431
Sum or Year (1) Percentage and Year (2) Percentage					8.654%
Weighted Percent for Settlement (2xYr1+Yr2)/3					4.293%

