MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 110 WACONIA, MINNESOTA

AND

WACONIA EDUCATION ASSOCIATION

Effective Dates: July 1, 2023 through June 30, 2025

Ratified by the WEA 8/21/24. Approved by the ISD 110 School Board 8/21/24.

DISTRICT 110 AND WEA MASTER AGREEMENT

TABLE OF CONTENTS

ARTICLE I

PURPOSE		6
	Section 1. Parties	6
ARTICLE I	I	
	TION OF EXCLUSIVE REPRESENTATIVE	6
	Section 1. Recognition	6
	Section 2. Representation	6
ARTICLE I	п	
DEFINITIO	DNS	6
	Section 1. Terms and Conditions of Employment	6
	Section 2. Teacher	6
	Section 3. School Board or School District	6
	Section 4. Communications Representative	6
	Section 5. Term	6
	Section 6. Other Terms	7
ARTICLE I	\mathbf{V}	
SCHOOL I	DISTRICT RIGHTS	7
	Section 1. Inherent Managerial Rights	7
	Section 2. Management Responsibilities	7
	Section 3. Effect of Laws, Rules and Regulations	7
ARTICLE	V	
TEACHER	RIGHTS	7
	Section 1. Right to Views	7
	Section 2. Right to Join	7
	Section 3. Personnel Files	8
	Section 4. Assignment Changes	8
	Section 5. Request for Dues Check Off	8
	Section 6. Other Rights	8
ARTICLE	VI	
ASSOCIAT	FION RIGHTS	8
	Section 1. Association Representative	8
	Section 2. School Building and Facilities	8
	Section 3. Bulletin Boards	9
	Section 4. School Mail	9
	Section 5. Information	9
	Section 6. Association Leave	9

1

ADTICLE Æ

ARTIC		
WORK	KING CONDITIONS	9
	Section 1. Basic Day	10
	Section 2. Part-Time Teachers	10
	Section 3. Building Hours	10
	Section 4. Duty Free Lunch	10
	Section 5. Preparation Time	10
	Section 6. Parent-Teacher Conferences and Open Houses	10
	Section 7. Children of Teachers	11
ARTIC	CLE VIII	
TITLE		11
	Section 1. Lead Teacher Position	11
	Section 2. Teacher Rate of Pay	11
	Section 3. Unrequested Leave of Absence	11
	Section 4. Insurance Provisions	11
	Section 5. Leave of Absence	11
	Section 6. Retirement Contributions	12
	Section 7. Benefits	12
	Section 8. Leaves	12
	Section 9. Federal Funds	12
ARTIC	CLE IX	
BASIC	C COMPENSATION	12
	Section 1. Rates of Pay	12
	Section 2. Career Increment	12
	Section 3. Status of Salary Schedule	13
	Section 4. Lane Placement on Salary Schedule	13
	Section 5. Step Advancement	14
	Section 6. Absence Without Leave	15
	Section 7. Substitute Teachers	15

ARTICLE X

Section 8. Pay Periods

EXTR	A COMPENSATION	 15
	Section 1. Additional Assignments	15
	Section 2. Extra-Curricular Compensation	15
	Section 3. Additional Employment Compensation	15
	Section 4. Creation of Extra-Curricular Positions	16
	Section 5. Substitute Compensation	16
	Section 6. Extra Duties Compensation	16
	Section 7. Compensation for Travel Between Buildings	17
	Section 8. Overload Assignment	17
	Section 9. National Board Certification	18
ARTIC	LE XI	
GROU	P INSURANCE	18
	Section 1 Selection of Carrier	18

15

Section 2. Insurance	18
Section 3. Income Protection Insurance (Disability Insurance)	19
Section 4. Claims Against the School District	19
Section 5. Term Life Insurance	20
Section 6. Duration of Insurance Contribution	20
Section 7. Availability of Policy	20

ARTICLE XII LEAVES OF ABSENCE

AVES OF ABSENCE	20
Section 1. Federal Family and Medical Leave Act	20
Section 2. Sick Leave	21
Section 3. Personal Leave	24
Section 4. Bereavement Leave	25
Section 5. Child Care Leave	25
Section 6. Medical Leave	26
Section 7. Professional Leave	27
Section 8. Military Leave	27
Section 9. Extended Leave of Absence	27
Section 10. Jury Duty	27
Section 11. Insurance Application	27
Section 12. Experience Credit	27
Section 13. Seniority	27

ARTICLE XIII MEET AND CO

T AND CONFER	28
Section 1. Meet and Confer	28
Section 2. Representatives	28
Section 3. Facilities	28

ARTICLE XIV

TEAC	HER EVALUATION	28
	Section 1. Evaluation	28
	Section 2. Teacher Evaluation Policy	28
	Section 3. Peer Coaching and Assistance	28
	Section 4. Teacher Discipline and Discharge	28
ARTIC	LE XV	
LENG	TH OF THE SCHOOL YEAR	29
	Section 1. Teacher Duty Days	29
	Section 2. Emergency Closing	29
	Section 3. Modifications in Calendar, Length of School Day	29
ARTIC	LE XVI	
UNRE	QUESTED LEAVE OF ABSENCE AND SENIORITY	30
	Section 1. Purpose	30

Section 2. Definitions	30
Section 3. Unrequested Leaves of Absence	32
Section 4. Reinstatement	33
Section 5. Establishment of Seniority List	34

	Section 6. Dual Licensure	34
	Section 7. Effect	34
ARTICLE	XVII	
CAREER	TRANSITION TRUST	35
	Section 1. Introduction, Explanation, Retirement Notification	35
	Section 2. Defined Contribution Program (District Matching Benefit)	35
	Section 3. Retiree Insurance	37

ARTICLE XVIII EARLY CHILDHOOD FAMILY EDUCATION, PRESCHOOL AND TIER I TEACHERS

	37
Section 1. Applicable Staff	37
Section 2. Probationary Period	37
Section 3. Seniority	37
Section 4. Working Conditions	38
Section 5. Leaves of Absence	38
Section 6. Teacher Evaluation	38
Section 7. Group Insurance	39
Section 8. Salary Schedule	39
Section 9. Lane Placement on Salary Schedule	39
Section 10. Official Transcript and Lane Change Effective Date	40
Section 11. End of Employment	40
Section 12. Defined Contribution Program (District Matching Benefit)	40
Section 13. Additional Provisions	40

ARTICLE XIX MISCELLANEOUS

CELLANEOUS	41
Section 1. Mileage Allowance	41
Section 2. Teacher Restrooms	41
Section 3. Parking Facilities	41
Section 4. Teacher Facilities	41
Section 5. Copies of Agreement	41
Section 6. Tax Sheltered Annuities	41
Section 7. Grievances	41
Section 8. Written Notice of Assignment and Salary Information	41
Section 9. Retroactive Application	41

ARTICLE XX DURATION

42
42
42
42
42

43

SCHEDULE A

2023-2024 SALARY	SCHEDULES	
------------------	-----------	--

SCHEDULE B 2024-2025 SALARY SCHEDULE

SCHEDULES C & D	
2023-24/2024-25 EXTRA-CURRICULAR SALARY RATES	45
SCHEDULES C & D	
2023-2025 EXTRA-CURRICULAR SALARY SCHEDULE	52
ATTACHMENT E	
GRIEVANCE PROCEDURE	59
Section 1. Grievance Definition	59
Section 2. Representative	59
Section 3. Definitions and Interpretations	59
Section 4. Time Limitation and Waiver	59
Section 5. Adjustment of Grievance	60
Section 6. School Board Review	60
Section 7. Denial of Grievance	61
Section 8. Arbitration Procedures	61
Section 9. Grievance Form	62
Section 10. Election of Remedies and Waiver	62
ATTACHMENT F	
GRIEVANCE REPORT FORM	64
ATTACHMENT G	
403(b) BRIDGE	65

44

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

ARTICLE III

DEFINITIONS

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

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

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

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

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

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

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

ARTICLE IV

SCHOOL DISTRICT RIGHTS

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

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

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

ARTICLE V

TEACHER RIGHTS

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

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

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

teacher will be notified in writing of all evaluative material added to his/her file. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written response to any material contained therein. However, the school district may destroy such files as provided by law.

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

Section 5. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. When a bargaining unit member has so authorized a dues deduction, such authorization shall only be canceled by the School District upon written notice of termination of the authorization in writing from the Association.

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

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

ARTICLE VI

ASSOCIATION RIGHTS

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

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

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

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

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

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

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

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

ARTICLE VII

WORKING CONDITIONS

Section 1. Basic Day: The full-time teacher's basic day, exclusive of lunch, shall be seven and one-half hours. The basic work day or work week may be changed, providing the number of hours per week shall not be increased, to allow greater flexibility in scheduling at the building level. Buildings will use non-instructional time for professional development, professional learning communities, review of student data, teacher preparation and planning time, or other needs as determined at the building level. Teachers shall be afforded a minimum of 30 days' notice for any work day that exceeds 8 hours (exclusive of 30 minute duty free lunch).

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

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

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

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

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

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

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

Teachers who are absent from a scheduled school-wide parent-teacher conference or open house due to illness may use sick leave hours to receive compensation for the time absent or they may work with their building principal/director to arrange an alternative parent-teacher conference/open house schedule.

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

ARTICLE VIII

TITLE I

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

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

	<u>1-2 Yrs.</u>	<u>3-5 Yrs.</u>	<u>6+ Yrs.</u>
2023/2024	\$23.00	\$25.00	\$27.50
2024/2025	\$23.00	\$25.00	\$27.50

Section 3. Unrequested Leave of Absence:

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

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

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

Section 5. Leave of Absence:

Subd. 1. Federal Family and Medical Leave Act: All family and medical leaves are

subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this Act are applicable to all employees covered by this agreement effective upon ratification date of the agreement.

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

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

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

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

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

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

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

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

ARTICLE IX

BASIC COMPENSATION

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A and B, attached hereto, shall be a part of this Agreement for the 2023-2024 school year and of the 2024-2025 school year. Teachers shall advance on the salary schedule one step for each year of full-time employment (reference Art. IX, Section 5, Subd. 2), subject to the right of the School District to withhold increment or lane change salary increases in individual cases for just cause; provided, however, written notice of such salary increase denial is given to the teacher prior to April 1, and prior to April 1 the teacher has been notified, in writing, of possible unsatisfactory service and has had the opportunity to have consulted and worked with his/her immediate supervisor in raising the level of job performance. An action withholding an increment or lane change salary increase shall be subject to the grievance procedure.

Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year's credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning in 2023-2024, the annual salary including the career increment equates to a 4.5% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.

<u>Section 3.</u> Status of Salary Schedule: In the event a successor contract is not executed prior to commencement of the 2025-2026 school year, teachers shall be compensated in accordance with the last individual contract executed between the teacher and School District until such time that a successor agreement is executed.

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

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

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

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

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

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

6 or less clock hours = 1/2 quarter credit hour

7 - 13 clock hours = 1 quarter credit hour

14 - 20 clock hours = 2 quarter credit hours

- 21 27 clock hours = 3 quarter credit hours
- 28 34 clock hours = 4 quarter credit hours

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

development activity.

<u>Subd. 5. Effective Date:</u> The training level of the teacher as of August 31 will be the basis of pay for that school year except eligible credits submitted by December 15 and March 31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to a change in the training level of a teacher shall be made to the responsible administrator by the submission of an official transcript prior to the above mentioned dates. If a transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript. Employees may change lanes on the following dates: August 31, December 15, or March 31.

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

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

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

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

Section 5. Step Advancement:

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

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

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

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

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

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

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

ARTICLE X

EXTRA COMPENSATION

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

<u>Section 2. Extra-Curricular Compensation</u>: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 2023-2024 school year, and the wages and salaries reflected in Schedule D, attached hereto, shall be part of this Agreement for the 2024-2025 school year.

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

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

Section 3. Additional Employment Compensation:

<u>Subd. 1.</u> Summer school shall be compensated at an hourly rate of \$30.00 per hour for the 2023-2024 and 2024-2025 school years.

Subd. 2. Curriculum writing shall be compensated at a rate of \$30.00 per hour for the 2023-2024 and 2024-2025 school years.

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

<u>Subd. 4.</u> Homebound teaching will be compensated at a rate of \$30.00 per hour for the 2023-2024 and 2024-2025 school years. Mileage and prep time compensation are additional.

Subd. 5. Targeted services will be compensated at a rate of \$30.00 per hour for the 2023-2024 and 2024-2025 school years.

<u>Subd. 6.</u> The rates of pay in Section 3 become effective the day the 2023-2025 contract has been accepted by the Association and the Board and remain in effect until the next contract is signed.

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

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

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

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

Section 6. Extra Duties Compensation:

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

<u>Subd. 2.</u> The School District will determine the minimum number of chaperones /supervisors required to complete the duties in a given school year. Each year, teachers will have the first opportunity to sign for chaperone/supervisor duties with no maximum number determined.

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

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

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

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

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

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

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

	Southview	Bayview	Laketown	WMS	WHS	ESCAVEC	WLC	Transitions
Southview		.6 miles	1.7 milės	1.5 miles	2.2 miles	1.0 miles	2.5 miles	.1 miles
Bayview	.6 miles		2.0 miles	1.6 miles	2.3 miles	1.4 miles	3.1 miles	.6 miles
Laketown	1.7 miles	2.0 miles		2.8 miles	3.5 miles	2.1 miles	3.8 miles	1.6 miles
WMS	1.5 miles	1.6 miles	2.8 miles		.8 miles	1.1 miles	1.7 miles	1.7 miles
WHS	2.2 miles	2.3 miles	3.5 miles	.8 miles		1.8 miles	.5 miles	2.4 miles
ESCAVEC	1.0 milės	1.4 miles	2.1 miles	1.1 miles	1.8 miles		2.1 miles	1.0 miles
WLC	2.5 miles	3.1 miles	3.8 miles	1.7 miles	.5 miles	2.1 miles		2.7 miles
Transitions	.1 miles	.6 miles	1.6 miles	1.7 miles	2.4 miles	1.0 miles	2.7 miles	

<u>Section 8. Overload Assignment:</u> Teachers who are currently assigned to classroom instruction may volunteer to teach an overload assignment under the following arrangements: An overload assignment is the assignment of an additional course to a volunteering teacher in lieu of a

supervision assignment and/or preparation time. Teachers will receive additional pay for an overload assignment. The school district will determine the use of either the supervision assignment or preparation time. The overload assignment may be a trimester, semester or quarter in length. A maximum class size of 27 students will be allowed in an overload assignment.

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

An overload assignment will be based on the following criteria:

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

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

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

ARTICLE XI

GROUP INSURANCE

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

Section 2. Insurance:

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

Year	Effective Date	Single Coverage	Single + One Coverage	Family Coverage
2023-2024	9/01/2023	\$767.13	\$1,185.91	\$1,476.88
2024-2025	9/01/2024	\$843.84	\$1,304.50	\$1,624.58

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

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

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

.5 to .7 FTE will receive 75% of the district contribution,

.71 to .85 FTE will receive 85% of the district contribution,

.86 to .99 FTE will receive the school district's full contribution for health insurance.

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

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

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

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

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

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

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

Section 6: Duration of Insurance Contribution:

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

<u>Subd. 2.</u> Teachers who apply for early retirement, or have retired, shall be eligible to remain in the existing group health and hospitalization insurance program. Teachers who have completed at least fifteen (15) years of continuous service within the School District and are at least fifty-three (53) years of age, shall be eligible for district contribution of \$578.34 per month for the 2023-2024 (September 1, 2023 through August 31, 2024) and 2024-2025 (September 1, 2024 through August 31, 2025) school years toward such insurance coverage up to the age of Medicare eligibility. It is the responsibility of the teacher to make arrangements with the school business office to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

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

ARTICLE XII

LEAVES OF ABSENCE

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

Section 2. Sick Leave:

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

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

Unpaid leave of thirty (30) days or less will not affect a full-time teacher's annual sick leave accrual. Unpaid leave of more than thirty (30) days will result in an adjusted

FTE and sick leave accrual for that school year. (For example: 184 duty days minus 40 unpaid days = 144 days. 144 duty days equates to a 0.78 FTE. Teacher's annual sick leave would be calculated using the 0.78 FTE for that school year.) This understanding will be administered for part-time teachers on a prorated basis according to their FTE.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Participation Requirements:
 - 1. Teachers must be full-time to participate in sick bank.

2. Qualified teachers must contribute to sick bank to participate in the WEA Sick Leave Bank.

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

- 1. WEA will administrate the bank with two representatives from each building and one nonvoting administrator (hereinafter referred to as the "Committee").
- 2. WEA is responsible for notifying qualified teachers of the participation eligibility.
- (c) Contribution to Bank:
 - 1. Teachers can contribute only one day per voluntary membership period to the sick bank.
 - 2. The WEA is responsible for receiving the membership in the sick bank.

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

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

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

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

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

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

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

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

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

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

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

Section 3. Personal Leave:

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

0-8 years	2 days
9-20 years	3 days
21+ years	4 days

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

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

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

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

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

If a teacher elects reimbursement for unused personal leave days as a cash payment under this subdivision, then his/her total unused personal leave will be reduced in accordance with such election. <u>Subd. 3.</u> A teacher may be granted additional personal leave days by the School District for situations which arise that cannot be attended to when school is not in session and which are not covered under other leaves. The School District may:

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

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

Section 4. Bereavement Leave:

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

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

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

Subd. 4. All leave time granted with pay under this Section shall be deducted from the teacher's accumulated sick leave. Section 5. Child Care Leave:

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

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

If a child care leave is occasioned by adoption, the teacher shall inform the Human Resources Department in writing of intention to take the leave at the earliest possible date. A teacher will also provide at the time of the leave application, a statement from the adoption agency indicating the expected date of delivery. <u>Subd. 3.</u> If the reason for the child care leave is occasioned by adoption or the birth of the teacher's child, a teacher may elect to:

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

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

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

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

(a) Grant any leave more than twelve (12) months in duration.

(b) Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

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

<u>Subd. 7.</u> 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.

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

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

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

Section 6. Medical Leave:

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

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

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

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

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

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

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

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

Section 12. Experience Credit: A teacher on leave under Section 5 and/or 6 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which had accrued at the time leave commenced for use upon said teacher's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a teacher is on leave under this Section. Leaves under this section shall be without pay or fringe benefits with the exception of accumulated sick leave.

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

ARTICLE XIII

MEET AND CONFER

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

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

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

ARTICLE XIV

TEACHER EVALUATION

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

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

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

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

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

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

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

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

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

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

<u>Subd. 5.</u> The School District shall not discharge a permanent teacher without just cause.

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

ARTICLE XV

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall, prior to June 1 of each school year, establish the number of school days and teacher duty days for the 2023-2024 and 2024-2025 school years, and teachers shall perform services on those days as determined by the school district, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. Opportunity shall be afforded the Exclusive Representative to meet and confer in regard to the calendar prior to adoption. There shall be 184 teacher duty days for both the 2023-2024 and 2024-2025 school years, with a minimum of 6 teacher workdays.

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

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

b) teachers will not be required to make up the first two emergency closings as called by the School District in a given year;

c) the School District has the right to require teachers to make up emergency closing days beginning on the third closing day in a given year. If a day is made up, the School District will determine whether the day will be an instructional or non-instructional day;

d) if emergency necessitates a late start or early dismissal, teachers are able to arrive late in accordance with the length of the time in delay, and leave when students have departed;

e) if a school closing occurs during a teacher's unpaid leave of absence of thirty days or more, then the teacher will not receive school closing pay.

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

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

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

ARTICLE XVI

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

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

Section 2. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Subd. 9.</u> "Seniority" means the number of days of continuous service of the regular school year (excluding summer sessions, extended employment, etc.) by a continuing contract teacher commencing with the first day of actual service in the School District and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other leaves of absence. Part-time continuing contract teachers who are members of the appropriate unit shall have seniority pursuant to this Article, except the seniority of all part-time teachers shall be subordinate to full-time continuing contract teachers within areas of subject matter category. A teacher who commences teaching in an area for which they are licensed but for which they were not initially hired, shall be placed on the additional seniority list, commencing with the date they begin the additional assignment.

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

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

Section 3. Unrequested Leaves of Absence:

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

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

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

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

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

Section 4. Reinstatement:

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

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

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

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

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

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

<u>Subd. 7.</u> A teacher on leave of absence under this Article shall retain such number of leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time he/she went on leave for use upon his/her return. No additional leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a teacher is on leave.

Section 5. Establishment of Seniority List:

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

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

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

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

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

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

ARTICLE XVII

CAREER TRANSITION TRUST

Section 1. Introduction, Explanation, Retirement Notification: The purpose of the Career Transition Trust (hereafter called "PLAN") is to encourage teachers to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the School District.

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

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

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

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

<u>Subd. 1.</u> The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed below and not to exceed the lifetime maximum allowed by law.

2023-2024

Years of Service	District Matching
In District	Contribution
Probationary	No district match.
Continuing Contract-4 yrs.	\$525 Match
5-8 yrs.	\$900 Match
9-12 yrs.	\$1,400 Match

13-16 yrs.	\$2,200 Match
17-20 yrs.	\$2,400 Match
21+ yrs.	\$2,825 Match

	2024-2025
Years of Service In District	District Matching Contribution
Probationary	No district match.
Continuing Contract-4 yrs.	\$625 Match
5-8 yrs.	\$1,000 Match
9-12 yrs.	\$1,500 Match
13-16 yrs.	\$2,300 Match
17-20 yrs.	\$2,500 Match
21+ yrs.	\$2,925 Match

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

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

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

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

The District Matching Benefit cannot be accumulated on a year-to-year basis if a teacher elects to begin participation after the first year of eligibility. b) <u>Definition – Years of Service</u>: Years of service shall mean completed years of accumulated full-time equivalent service in District 110, including current school year, as defined in Article XVII, Section 2.

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

- c) <u>Plan Year Begins September 1</u>: The annual year for the District Matching Benefit contribution shall be September 1 through August 31. Changes in District Matching Benefit amounts, based on years of service, shall occur on September 1 of each year.
- d) <u>Plan Must Comply with Federal and State Laws</u>: The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

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

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

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

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

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

ARTICLE XVIII

EARLY CHILDHOOD FAMILY EDUCATION, PRESCHOOL, AND TIER I TEACHERS

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

Section 2. Probationary Period: ECFE and Preschool teachers shall serve a probationary period of three school years from their first day of actual service. After completion of the probationary period, the teacher may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

Section 3. Seniority: After completion of the probationary period, ECFE and Preschool teachers shall accrue seniority from their first day of continuous service. ECFE and Preschool teachers shall have separate seniority lists and shall have employment rights only within the ECFE and Preschool programs. Other district teachers shall not have bumping rights into the ECFE and Preschool programs.

Section 4. Working Conditions: Recognizing the unique nature of the ECFE and Preschool teachers' program, which is delivered via a nontraditional duty day and duty year, the parties agree that Article VII, Working Conditions, does not cover ECFE and Preschool teachers' employment. Instead, the parties agree to the following:

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

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

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

Section 5. Leaves of Absence:

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

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

<u>Subd. 3.</u> Additionally, ECFE and Preschool teachers are eligible for the following leave provisions in Article XII of this Agreement: Section 1, Family and Medical Leave Act; Section 5, Child Care Leave; Section 6, Medical Leave; Section 7, Professional Leave;

Section 8, Military Leave; Section 9, Extended Leave of Absence; and Section 10, Jury Duty.

Section 6. Teacher Evaluation: ECFE and Preschool teachers shall be covered by all provisions contained in Article XIV, Teacher Evaluation.

<u>Section 7.</u> <u>Group Insurance:</u> ECFE and Preschool teachers will have the option of participating in the insurance programs at their own expense if permitted by the insurance carrier.

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

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

Plan	2023-2024 (9/1/23-8/31/24	2024-2025 (9/1/24-8/31/25)		
Single	\$ 767.13 per month	\$ 843.84 per month		
Single+1	\$1,185.91 per month	\$1,304.50 per month		
Family	\$1,476.88 per month	\$1,624.58 per month		

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

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

Section 8. Salary Schedule:

2023-2024

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

2024-2025	

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

Effective July 1, 2024, ECFE Teachers who are on Step 6 will receive a career increment equal to 2.5% of their wage at Step 6.

Section 9. Lane Placement on Salary Schedule: To be considered for application on the salary schedule, a master's degree must be conferred by an accredited university and deemed germane to an ECFE and Preschool teacher's assignment unless otherwise approved by the superintendent or his/her designee.

Section 10. Official Transcript and Lane Change Effective Date: The educational level of an ECFE and Preschool teacher as of August 31 will be the basis of pay for that school year except eligible master degrees conferred by December 15 and March 31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to the educational level of an ECFE and Preschool teacher shall be made to the Human Resources Department by the submission of an official transcript that shows that a master's degree has been conferred prior to the above-mentioned dates. If an official transcript is not available by these dates, other satisfactory evidence of the award of a master's degree will be recognized pending the receipt of an official transcript. ECFE and Preschool teachers may move to the master's degree lane on the following dates: August 31, December 15, or March 31.

Section 11. End of Employment: ECFE and Preschool teachers who complete fifteen (15) years of service may cash out up to fifteen (15) unused accumulated sick leave days at the time they retire or resign their employment with the District.

Section 12. Defined Contribution Program (District Matching Benefit): ECFE and Preschool teachers will be eligible for a District contribution to a 403(b), as established in provisions of Article XVII, Section 2, Subd. 1 with the following criteria:

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

Section 13. Additional Provisions: In addition to the provisions outlined in this Article, the following Articles in this Agreement shall also apply to ECFE and Preschool teachers: Articles I, II, III, IV, V, VI, XI-Section 3, XI-Section 5 (full-time ECFE and Preschool teachers only), XII, XIV, XV-Sections 2 and 3 only, XVIII, and XIX. Those Articles not noted do not apply to ECFE and Preschool teachers.

ARTICLE XIX

MISCELLANEOUS

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

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

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

Section 4. Teacher Facilities:

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

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

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

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

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

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

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

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

ARTICLE XX

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023 it shall give written notice of such intent no later than February 14, 2025. Unless otherwise mutually agreed, the parties shall commence negotiations at least 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the teachers of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any terms of this Agreement.

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

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

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

FOR WACONIA EDUCATION ASSOCIATION

Roxanne Kuerschner

WEA President,

Micholas Hansberry WEA Secretary

Mark Bullis WEA Chief Negotiator

FOR INDEPENDENT SCHOOL DIST. NO. 110

Dana Geller School Board Chair

Luke DeBoer School Board Clerk

Dated this $\underline{\Pi}$ day of \underline{Sept} 2024. Dated this $\underline{\Pi}$ day of \underline{Aug} 2024.

Step	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA÷45
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
В	44,802	46,339	47,928	49,572	51,274	53,032	54,850	56,732
С	46,080	47,660	49,295	50,986	52,735	54,543	56,414	58,349
D	47,393	49,018	50,699	52,438	54,237	56,098	58,021	60,012
E	48,743	50,415	52,144	53,932	55,783	57,696	59,676	61,722
F	50,133	51,851	53,631	55,470	57,374	59,341	61,376	63,481
G	51,561	53,331	55,160	57,050	59,008	61,032	63,126	65,291
Н	53,031	54,850	56,731	58,676	60,690	62,771	64,925	67,151
I		56,413	58,348	60,349	62,420	64,561	66,774	69,065
J				62,070	64,199	66,400	68,678	71,033
K				63,839	66,027	68,293	70,635	73,058
L					67,910	70,239	72,648	75,140
М					69,845	72,240	74,718	77,281
N					71,836	74,300	76,848	79,483
0					73,884	76,417	79,038	81,750
Р					75,988	78,595	81,292	84,078
Q					78,155	80,835	83,608	86,475
R					80,381	83,139	85,990	88,940

2023-2024 Salary Schedule

The Career Increment will begin after the last step of the	e BA+60/MA, MA+15, MA+30 or MA	+45 lane.		
Please refer to Article IX, Section 2.				
2023	-2024 Salary Including Career Increme	at		
	BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment	83,998	86,880	89,860	92,942

Notwithstanding any other language in the contract, teachers will not advance a step on the salary schedule in 2023-2024. In September 2024, the District will make a one-time, off-schedule payment to each 1.0 FTE teacher who completed the 2023-2024 school year. The amount of the payment will be 2% of the teacher's step and lane placement on the 2023-2024 salary schedule as of May 31, 2024. The amount will be prorated for part-time teachers.

2024-2025	Salary	Schedule
-----------	--------	----------

Step	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
В	44,802	46,339	47.928	49,572	51,2	74 53,032	2 54,850	56,73
С	46,080	47,660	49,295	50,986	52,7	35 54,543	56,414	58,34
D	47.393	49,018	50,699	52,438	54,2	37 56,098	58,021	60,01
E	48,743	50,415	52,144	53,932	55,7	83 57,696	5 59,676	61,72
F	50,133	51,851	53,631	55,470	57,3	74 59,341	61.376	63,48
G	51,561	53,331	55,160	57,050	59,0	08 61,032	63,126	65,29
Н	53,031	54,850	56,731	58,676	60,6	90 62,771	64,925	67,15
I		56,413	58,348	60,349	62,4	20 64,561	66,774	69,06
J				62,070	64,1	99 66,400	68,678	71,03
К				63,839	66,0	68,293	70,635	73,05
L					67,9	10 70,239	72,648	75,14
М					69,8	45 72,240	74,718	77,28
N					71,8	36 74,300	76,848	79,48
0				1.1	73,8	84 76,417	79,038	81,75
р					75,9	88 78,595	81,292	84,07
Q					78,1	55 80,835	83,608	86,47
R					80,3	81 83,139	85,990	88,94
The Career Incr	ement will b	egin after the l	ast step of the I	3A+60/MA. M	A+15, MA+30 or M	(A+45 lane.		
Please refer to /			.		*			
			2024-20)25 Salary Inch	uding Career Increa	ient		
					BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
					BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment				83.99	8 86,880	89,860	92,942	

Eligible teachers will advance one step on the salary schedule in 2024-2025. In December 2024, the District will make a one-time, off-schedule payment to each 1.0 FTE teacher. The amount of the payment will be 2% of the teacher's step and lane placement on the 2024-2025 salary schedule as of August 19, 2024. The amount will be prorated for part-time teachers.

Extra-Curricular Salary Schedule Rates

Schedule C & D Rates 2023-2024 and 2024-2025

		Step 1	Step 2 Year	Step 3 Year	Step 4 Year	Step 5 Year	
		Year 1-2	3-5	6-10	11-15	16+	
				Step 2 Plus	Step 3 Plus	Step 4 Plus	
Multiplier	2023-2024	\$49,018		\$200	\$200	\$300	
	2024-2025	\$49,018					
			Percen	t of BA 15	, Step D		
Cross Country							
	Head	11.0	12.0	12.0	12.0	12.0	
	Assistant	7.0	8.0	8.0	8.0	8.0	
	Middle School	5.0	5.5	5.5	5.5	5.5	
Swimming							
	Head	13.0	14.0	14.0	14.0	14.0	
	Assistant	9.0	10.0	10.0	10.0	10.0	
	Diving	8.0	9.0	9.0	9.0	9.0	
	Middle School	6.0	7.0	7.0	7.0	7.0	
Football							
	Head	13.0	14.0	14.0	14.0	14.0	
	Assistant	9.0	10.0	10.0	10.0	10.0	
	9th Grade	8.0	9.0	9.0	9.0	9.0	
	Middle School	6.0	7.0	7.0	7.0	7.0	
Tennis - Girls							
	Head	11.0	12.0	12.0	12.0	12.0	

	Assistant	7.0	8.0	8.0	8.0	8.0
Volleyba Girls	11 -					
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
	9th Grade	8.0	9.0	9.0	9.0	9.0
	Middle School	6.0	7.0	7.0	7.0	7.0
Soccer - 1	Boys					
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
	9th Grade	8.0	9.0	9.0	9.0	9.0
	Middle School	6.0	7.0	7.0	7.0	7.0
Soccer - Girls						
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
	9th Grade	8.0	9.0	9.0	9.0	9.0
	Middle School	6.0	7.0	7.0	7.0	7.0
Dance Te	eam					
	Head	13.5	14.5	14.5	14.5	14.5
	Assistant	9.0	10.0	10.0	10.0	10.0
	Middle School	7.0	8.0	8.0	8.0	8.0
Basketba	all - Boys					
	Head	14.0	15.0	15.0	15.0	15.0
	Assistant	10.0	11.0	11.0	11.0	11.0
	9th Grade	9.0	10.0	10.0	10.0	10.0

	Middle School	8.0	9.0	9.0	9.0	9.0
Basketball - G	Sirls					
	Head	14.0	15.0	15.0	15.0	15.0
	Assistant	10.0	11.0	11.0	11.0	11.0
	9th Grade	9.0	10.0	10.0	10.0	10.0
	Middle School	8.0	9.0	9.0	9.0	9.0
Gymnastics						
	Head	13.5	14.5	14.5	14.5	14.5
	Assistant	9.0	10.0	10.0	10.0	10.0
	Middle School	7.0	8.0	8.0	8.0	8.0
Wrestling						
	Head	13.5	14.5	14.5	14.5	14.5
	Assistant	9.0	10.0	10.0	10.0	10.0
	Middle School	7.0	8.0	8.0	8.0	8.0
Hockey						
	Head	14.0	15.0	15.0	15.0	15.0
	Assistant	10.0	11.0	11.0	11.0	11.0
Baseball						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
	9th Grade	6.0	7.0	7.0	7.0	7.0
	Middle School	5.0	5.5	5.5	5.5	5.5
Golf - Boys						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
		17				

	Middle School	5.0	5.5	5.5	5.5	5.5
Golf - Girls						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
	Middle School	5.0	5.5	5.5	5.5	5.5
Lacrosse						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
Softball - Girls						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
	9th Grade	6.0	7.0	7.0	7.0	7.0
	Middle School	5.0	5.5	5.5	5.5	5.5
Tennis - Boys						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
Track - Boys						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
	Middle School	5.0	5.5	5.5	5.5	5.5
Track - Girls						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
	Middle School	5.0	5.5	5.5	5.5	5.5

Strength Coach		13.0	14.0	14.0	14.0	14.0
Cheerleading						
	Head Fall Advisor	5.5	6.0	6.0	6.0	6.0
Publications						
	High School Yearbook Advisor	11.0	12.0	12.0	12.0	12.0
	Middle School Yearbook Advisor	3.0	3.5	3.5	3.5	3.5
	High School Yearbook Photographer	11.0	12.0	12.0	12.0	12.0
Speech						
Speech	Director	6.0	7.0	7.0	7.0	7.0
	Director	0.0	7.0	7.0	7.0	7.0
Drama						
	Fall Musical Director	9.0	10.0	10.0	10.0	10.0
	Fall Musical Asst. Director	5.0	5.5	5.5	5.5	5.5
	Vocal Director	7.0	8.0	8.0	8.0	8.0
	Instrumental Director	7.0	8.0	8.0	8.0	8.0
	Spring Play Director	9.0	10.0	10.0	10.0	10.0
	Spring Play Assistant	5.0	5.5	5.5	5.5	5.5
	Middle School Play	5.0	5.5	5.5	5.5	5.5
	Middle School Play Assistant	2.3	2.5	2.5	2.5	2.5
Music						
	Vocal Ensembles	4.5	5.0	5.0	5.0	5.0
	Jazz Ensemble	4.5	5.0	5.0	5.0	5.0
	Pep Band	4.0	4.5	4.5	4.5	4.5
	Instrumental Ensembles	4.5	5.0	5.0	5.0	5.0
	Middle Sch. Instr. Ens.	2.5	3.0	3.0	3.0	3.0

	Middle Sch. Vocal	2.0	2.5	2.5	2.5	2.5
Conservation						
	Head	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
Student Gover	rnment					
	Senior High Student Council Middle School Student	7.0	8.0	8.0	8.0	8.0
	Council	3.0	4.0	4.0	4.0	4.0
	Prom Advisor	5.0	6.0	6.0	6.0	6.0
	Elementary Student Council	2.0	2.5	2.5	2.5	2.5
Youth Groups	s, National					
	FCCLA - Senior High FCCLA - Senior High	11.0	12.0	12.0	12.0	12.0
	Assistant	7.0	8.0	8.0	8.0	8.0
	FCCLA - Middle School	4.0	5.0	5.0	5.0	5.0
	National Honor Society	2.0	2.5	2.5	2.5	2.5
	Academic Learning	2.0	2.5	2.5	2.5	2.5
Marching Band						
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
Show Choir						
	Head	13.0	14.0	14.0	14.0	14.0
	Assistant	9.0	10.0	10.0	10.0	10.0
	9th Grade	8.0	9.0	9.0	9.0	9.0
	Middle School	6.0	7.0	7.0	7.0	7.0
	Assistant Head Assistant 9th Grade	9.0 13.0 9.0 8.0	10.0 14.0 10.0 9.0	10.0 14.0 10.0 9.0	10.0 14.0 10.0 9.0	10.0 14.0 10.0 9.0

Unified Sports

Head	7.0	8.0	8.0	8.0	8.0
Assistant	3.0	3.5	3.5	3.5	3.5
Academic Challenge (Knowledge Bowl)	7.0	8.0	8.0	8.0	8.0
Arts and Culture Club	3.0	3.5	3.5	3.5	3.5
Math League	3.0	3.5	3.5	3.5	3.5
Math Counts	2.0	2.5	2.5	2.5	2.5
School Patrol	1.5	2.0	2.0	2.0	2.0
Science Club	3.0	3.5	3.5	3.5	3.5
EC - Garden Manager	11.0	12.0	12.0	12.0	12.0
International Club	3.0	3.5	3.5	3.5	3.5
Robotics Club - Head	11.0	12.0	12.0	12.0	12.0
Robotics Club - Assistant	7.0	8.0	8.0	8.0	8.0
DECA Club - Head	11.0	12.0	12.0	12.0	12.0
DECA Club - Assistant	7.0	8.0	8.0	8.0	8.0

Extra-Curricular Salary Schedules Schedule C & D 2023-2024 and 2024-2025

			ер 1 r 1-2	Step 2 Year 3-5	Step 3 Year 6-10	Step 4 Year 11-15	Step 5 Year 16+
Multiplier	2023-2024 2024-2025		,018 ,018		Step 2 Plus \$200	Step 3 Plus \$200	Step 4 Plus \$300
				Percent	of BA 15, S	Sten D	
Cross Country				rereent	H B A H B , C		
	Head		5,392	5,882	6,082	6,282	6,582
	Assistant		3,431	3,921	4,121	4,321	4,621
	Middle School		2,451	2,696	2,896	3,096	3,396
Swimming							
	Head		6,372	6,863	7,063	7,263	7,563
	Assistant		4,412	4,902	5,102	5,302	5,602
	Diving		3,921	4,412	4,612	4,812	5,112
	Middle School		2,941	3,431	3,631	3,831	4,131
Football							
	Head		6,372	6,863	7,063	7,263	7,563
	Assistant		4,412	4,902	5,102	5,302	5,602
	9th Grade		3,921	4,412	4,612	4,812	5,112
	Middle School		2,941	3,431	3,631	3,831	4,131
Tennis - Girls							
	Head		5,392	5,882	6,082	6,282	6,582
	Assistant		3,431	3,921	4,121	4,321	4,621

Volleyball - Gi	irls					
	Head	6,372	6,863	7,063	7,263	7,563
	Assistant	4,412	4,902	5,102	5,302	5,602
	9th Grade	3,921	1,112	1,612	1,812	5,112
	Middle School	2,941	3,431	3,631	3,831	4,131
Soccer - Boys						
	Head	6,372	6,863	7,063	7,263	7,563
	Assistant	4,412	4,902	5,102	5,302	5,602
	9th Grade	3,921	4,412	4,612	4,812	5,112
	Middle School	2,941	3,431	3,631	3,831	4,131
Soccer - Girls						
	Head	6,372	6,863	7,063	7,263	7,563
	Assistant	4,412	4,902	5,102	5,302	5,602
	9th Grade	3,921	4,412	4,612	4,812	5,112
	Middle School	2,941	3,431	3,631	3,831	4,131
Dance Team						
	Head	6,617	7,108	7,308	7,508	7,808
	Assistant	4,412	4,902	5,102	5,302	5,602
	Middle School	3,431	3,921	4,121	4,321	4,621
Basketball - Bo	oys					
	Head	6,863	7,353	7,553	7,753	8,053
	Assistant	4,902	5,392	5,592	5,792	6,092
	9th Grade	4,412	4,902	5,102	5,302	5,602
	Middle School	3,921	4,412	4,612	4,812	5,112

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

Golf - Girls								
	Head			5,392	5,882	6,082	6,282	6,582
	Assistant			3,431	3,921	4,121	4,321	4,621
	Middle Sch	ool		2,451	2,696	2,896	3,096	3,396
Lacrosse								
	Head			5,392	5,882	6,082	6,282	6,582
	Assistant			3,431	3,921	4,121	4,321	4,621
Softball - Girls								
	Head			5,392	5,882	6,082	6,282	6,582
	Assistant			3,431	3,921	4,121	4,321	4,621
	9th Grade			2,941	3,431	3,631	3,831	4,131
	Middle Sch	ool		2,451	2,696	2,896	3,096	3,396
Tennis - Boys								
	Head			5,392	5,882	6,082	6,282	6,582
	Assistant			3,431	3,921	4,121	4,321	4,621
Track - Boys								
	Head			5,392	5,882	6,082	6,282	6,582
	Assistant			3,431	3,921	4,121	4,321	4,621
	Middle Sch	ool		2,451	2,696	2,896	3,096	3,396
Track - Girls								
	Head			5,392	5,882	6,082	6,282	6,582
	Assistant			3,431	3,921	4,121	4,321	4,621
	Middle Sch	ool		2,451	2,696	2,896	3,096	3,396
Strength Coach				6,372	6,863	7,063	7,263	7,563

Cheerleading						
	Head Fall Advisor	2,696	2,941	3,141	3,341	3,641
Publications						
	High School Yearbook Advisor	5,392	5,882	6,082	6,282	6,582
	Middle School Yearbook Advisor	1,471	1,716	1,916	2,116	2,416
	High School Yearbook Photographer	5,392	5,882	6,082	6,282	6,582
Speech						
opeeen	Director	2,941	3,431	3,631	3,831	4,131
	Director	2,5	5,151	0,001	5,051	.,
Drama						
	Fall Musical Director	4,412	4,902	5,102	5,302	5,602
	Fall Musical Asst. Director	2,451	2,696	2,896	3,096	3,396
	Vocal Director	3,431	3,921	4,121	4,321	4,621
	Instrumental Director	3,431	3,921	4,121	4,321	4,621
	Spring Play Director	4,412	4,902	5,102	5,302	5,602
	Spring Play Assistant	2,451	2,696	2,896	3,096	3,396
	Middle School Play	2,451	2,696	2,896	3,096	3,396
	Middle School Play Assistant	1,127	1,225	1,425	1,625	1,925
Music						
	Vocal Ensembles	2,206	2,451	2,651	2,851	3,151
	Jazz Ensemble	2,206	2,451	2,651	2,851	3,151
	Pep Band	1,961	2,206	2,406	2,606	2,906
	Instrumental	2,206	2,451	2,651	2,851	3,151
	Middle Sch. Instr. Ens.	1,225	1,471	1,671	1,871	2,171
	Middle Sch. Vocal	980	1,225	1,425	1,625	1,925

Conservation

	Head	5,392	5,882	6,082	6,282	6,582
	Assistant	3,431	3,921	4,121	4,321	4,621
Student Gover	mment					
	Senior High Student Council Middle School Student	3,431	3,921	4,121	4,321	4,621
	Council	1,471	1,961	2,161	2,361	2,661
	Prom Advisor Elementary Student	2,451	2,941	3,141	3,341	3,641
	Council	980	1,225	1,425	1,625	1,925
Youth Groups	s, National					
	FCCLA - Senior High FCCLA - Senior High	5,392	5,882	6,082	6,282	6,582
	Assistant FCCLA - Middle	3,431	3,921	4,121	4,321	4,621
	School	1,961	2,451	2,651	2,851	3,151
	National Honor Society	980	1,225	1,425	1,625	1,925
	Academic Learning	980	1,225	1,425	1,625	1,925
Marching Band						
	Head	6,372	6,863	7,063	7,263	7,563
	Assistant	4,412	4,902	5,102	5,302	5,602
Show Choir						
	Head	6,372	6,863	7,063	7,263	7,563
	Assistant	4,412	4,902	5,102	5,302	5,602
	9th Grade	3,921	4,412	4,612	4,812	5,112
	Middle School	2,941	3,431	3,631	3,831	4,131
Unified Sports						
	Head	3,431	3,921	4,121	4,321	4,621
	Assistant	1,471 57	1,716	1,916	2,116	2,416

Academic Challenge (Knowledge Bowl)	3,431	3,921	4,121	4,321	4,621
Arts and Culture Club	1,471	1,716	1,916	2,116	2,416
Math League	1,471	1,716	1,916	2,116	2,416
Math Counts	980	1,225	1,425	1,625	1,925
School Patrol	735	980	1,180	1,380	1,680
Science Club	1,471	1,716	1,916	2,116	2,416
EC - Garden Manager	5,392	5,882	6,082	6,282	6,582
International Club	1,471	1,716	1,916	2,116	2,416
Robotics Club - Head	5,392	5,882	6,082	6,282	6,582
Robotics Club - Assistant	3,431	3,921	4,121	4,321	4,621
DECA Club - Head	5,392	5,882	6,082	6,282	6,582
DECA Club - Assistant	3,431	3,921	4,121	4,321	4,621

ATTACHMENT E

GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

<u>Subd. 4.</u> 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 or an email time stamp within the time period.

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

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

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

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

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

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

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

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

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

<u>Section 7. Denial of Grievance</u>: 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.

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

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

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

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

<u>Subd. 4. Hearing</u>: 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.

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

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

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

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

<u>Section 10. Election of Remedies and Waiver</u>: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ATTACHMENT F

GRIEVANCE REPORT FORM

Independent School District No. 110

Grievance No.:			
Name:		Building:	
Date Grievance Occurred: _			
Statement of Facts:			
Specific Provisions of Agree	ement Allegedl	ly Violated:	1
Particular Relief Sought:			
Signature of Grievant	Date	Signature of Union Representative	Date
Date of Receipt:			
CC: Superintendent of Scho	ools, Human Re	esources, Principal, Exclusive Representa	tive

ATTACHMENT G

403(b) Bridge

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

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

These employees qualify for the bridge:

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

Peter Bjorlin Lynn Johnson Kathryn Kurtz Pamela Melchert

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

ATTACHMENT I

MEMORANDUM OF AGREEMENT: Flex Learning Plan

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 110 ("District") and Waconia Education Association ("WEA").

WHEREAS, Minnesota Statutes section 120A.414, subdivision 1, defines an "e-learning day" as "a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather";

WHEREAS, Minnesota Statutes section 120A.414, subdivision 1, states that a school district may choose to have up to five e-learning days in one school year, with each e-learning day being counted as a day of instruction and being included in the hours of instruction required under Minnesota Statutes section 120A.41;

WHEREAS, section 120A.414, subdivision 2, states that a school board may adopt an e-learning day plan after meeting and negotiating with the exclusive representative of the teachers;

WHEREAS, section 120A.414 states that the plan must include accommodations for students without Internet access at home, for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household, and accessible options for students with disabilities under chapter 125A;

WHEREAS, WEA is the exclusive representative of teachers employed by the District, and the District and WEA are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for teachers who are employed by the District; and

WHEREAS, WEA and the District and WEA have met and negotiated an e-learning day plan (also called a flex learning day plan);

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, WEA and the District agree as follows:

1. Adoption of Plan. WEA and the District now agree to and adopt the attached Flex Learning Day Plan as the "e-learning day" plan for teachers for the 2024-2025 school year.

2. Access to Electronic Devices. Teachers who need an electronic device to provide services on an e-learning day may check out the device from the District when inclement

weather is anticipated. If an electronic device is not available in the building, the teacher will work with the building administrator to make alternate arrangements.

3. **Personal Costs.** Teachers may not seek reimbursement from the District for any personal costs that they incur in connection with an e-learning day. Such costs may include, but are not limited to, costs associated with using electricity, the internet, a hotspot, or a personal device.

4. Pay and Use of Paid Leave. On e-learning days, teachers may use any form of paid leave that was approved before the school day was designated as an e-learning day. Teachers may also use sick leave on e-learning days, but they must enter their absence into the District's electronic reporting system and must notify their building administrator. Substitute teachers will not be hired in a teacher's absence.

5. **Duration.** This MOA will take effect on July 1, 2024 and will remain in effect until June 25, 2025. This MOA will expire on June 25, 2025, unless the parties affirmatively act to extend the MOA.

6. No Precedent or Past Practice. Nothing in this MOA may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and WEA. This MOA is separate from, and not part of, the CBA.

7. Entire Agreement. This MOA reflects the entire agreement between the parties related to e-learning days. Neither party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the CBA. No changes in this MOA are valid unless they are in writing and signed by both parties.

WACONIA EDUCATION ASSOCIATION

laune Kunschner

Roxanne Kuerschner, WEA President

INDEPENDENT SCHOOL DISTRICT NO. 110

Dana Geller, School Board Chair

Luke DeBoer, School Board Clerk

9-11-2024

09 / 11 / 2024

Date

9/11/24 Date

	Waconia Public Schools Flex Learning Day Overview for Teachers 2024-2025					
Flex Learning Day Instructional Guidelines Choice Boards	Grades E-4 Staff: Choice Boards E-4 teaching staff will develop Choice Boards for Flex Learning Days. Staff will have Choice Boards ready and will email parents and/or post them on Schoology (3-4) by 9:30 am on a Flex Learning Day. Guidelines for choice board activities: • • Develop 5 activities per content area • At least 2 activities per content area should not include technology • Activities need to be completed with little to no adult support. • Each activity should not take longer than 10 minutes (K-2) and 15 minutes (3-4) each. • Early Childhood will create choice boards to meet their students' needs. Grades 5: Schoology Assignments Due to 5th graders having their own devices, teachers will have a synchronous Morning Meeting from 9:30-10:00. Learning activities will be posted on Schoology and may be organized into a choice board or include required assignments in certain content areas. *If teachers have technology issues, please send an email sharing the details to helpdesk@isd110.org. Grades 6-12: Schoology Assignments					
	Students will have synchronous class times for each period, see the schedule below. Assignments will be posted on Schoology. *If teachers have technology issues, please send an email sharing the details to <u>helpdesk@isd110.org</u> .					
PARENT-TEACHER COMMUNICATION	 Parent/Student/Teacher Communication on a Flex Learning Day Send the teacher an email to their school email address or send a message via Schoology (5-12) If a parent would like a response via phone, the teacher can schedule a virtual Zoom meeting which includes a phone number that parents can use. Teachers, principals, and other licensed professionals will be available by email during school hours. Staff will respond to all communication requests in a timely manner during regular school hours. 					
SCHOOL Attendance	Attendance Grades E-5 • Attendance will be taken by 3 p.m. on the 3rd day after a Flex Learning Day. • Teachers will enter their own attendance. • A student is considered present if they submit their assignments to the teacher by the 3rd day after a Flex Learning day.					

	 Excused absences will be granted if the parent calls the school's attendance line. If parents do not call the attendance line to report their child's absence on a Flex Learning Day, the absence will be marked as unexcused. Grades 6-12 <u>CLICK HERE</u> for WHS eLearning Day Student Attendance Directions and Schedule (Attendance taken each period) <u>CLICK HERE</u> for WMS eLearning Day Student Attendance Directions and Schedule (Attendance taken each period) <u>CLICK HERE</u> for WMS eLearning Day Student Attendance Directions and Schedule (Attendance taken each period) <u>Excused absences will be granted if the parent calls the school's attendance line.</u> If parents do not call the attendance line to report their child's absence on a Flex Learning Day, the absence will be marked as unexcused.
TAT	A Flex Learning Day will not be used for the first two school cancellations due to inclement weather but may be used when school is canceled three or more times. When a Flex Learning Day goes into effect, communication will be delivered via phone, email, district website, and social media. Details for parents regarding Flex Learning Days are available on the district and building websites. Information for teachers is located in the <u>ISD110 Flex Learning Day</u> shared drive.

MEMORANDUM OF AGREEMENT BETWEEN Independent School District 110 (hereinafter referred to as "District") AND Waconia Education Minnesota, (hereinafter referred to as "Union")

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 110 ("District") and Waconia Education Association ("WEA").

WHEREAS, WEA is the exclusive representative of teachers employed by the District, and the District and WEA are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of employment for teachers who are employed by the District; and

WHEREAS, WEA and the District are entering into this MOA to establish an insurance advisory committee ("Committee") and guidelines for the committee;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, WEA and the District agree as follows:

1. **Establishment of Committee.** The District will establish the Committee, which will be advisory in nature. The District's Director of Human Resources will lead the committee. The District will invite each work group to have at least one representative participate on the Committee. Examples of work groups include, for example, Administration, Clerical, Confidential, Supervisors and Coordinators, Community Education, Custodial, Educational Support Professionals, Unaffiliated, Nutrition Services, Principals, and Teachers. When possible, newly selected insurance advisory committee members should attend a meeting with the current member prior to beginning their term.

2. **Committee Member Requirements.** Committee members commit their time to attend all meetings. Meetings will be held outside the duty day. Committee members should have a genuine interest in working as part of the Committee to make recommendations to the District regarding benefits. Committee members are encouraged to volunteer their time on the Committee for a minimum of one school year.

3. Goals. The following are goals of the insurance advisory committee: (a) to collaboratively work together to ensure the District's insurance benefits meet the diverse needs of all the District's employees; (b) to identify and resolve issues using a team, problem-solving approach in a high-functioning committee environment; (c) to respect fellow committee member viewpoints and utilize any differences as opportunities for growth and improvement; (d) to learn together while promoting open communication and transparency while working towards the best

possible result; and (e) to ensure competitive insurance pricing through a bid process in accordance with the frequency established by law.

4. **Committee Meetings.** The Committee will endeavor to meet at least four times per year. Each meeting will last no more than one hour. Committee members are encouraged to provide topics for the agenda and make suggestions for speakers and other resources. Agenda topics should be provided to the Director of Human Resources one week before the meeting.

5. **Committee Recommendations.** The Committee will make recommendations for the School Board's consideration.

6. **Duration.** This MOA will take effect on July 1, 2024, and will remain in effect until June 25, 2025. This MOA will expire on June 25, 2025, unless the parties affirmatively act to extend the MOA.

7. No Precedent or Past Practice. This MOA does not establish a precedent or practice or alters any established precedent or practice arising out of or relating to the CBA between the District and WEA. This MOA is separate from, and not part of, the CBA.

8. Entire Agreement. This MOA reflects the entire agreement between the parties related to the establishment of the Committee and guidelines for the Committee. Neither party has relied on any statements or promises that are not set forth in this document. No changes in this MOA are valid unless they are in writing and signed by both parties.

WACONIA EDUCATION ASSOCIATION

Wanne Kuerschnr

WEA President

9-11-2024

INDEPENDENT SCHOOL DISTRICT NO. 110

School Board Chair

School Board Clerk

09 / 11 / 2024

Date

Date

MEMORANDUM OF UNDERSTANDING BETWEEN Independent School District 110 (hereinafter referred to as "District") AND Waconia Education Minnesota, (hereinafter referred to as "Union")

(Pre-K and Early Childhood Educators)

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2024, through June 30, 2025; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that Early Childhood teachers will participate in LETRS for Early Childhood Educators and,

WHEREAS the total anticipated number of hours of training required for LETRS for Early Childhood Educators is 40 hours;

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

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between Aug 1, 2024 and June 1, 2025; and,

c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

- (1) PreK Classroom Educators
- (2) Early Childhood Special Education Educators

2. <u>Compensation earned for READ Act training</u>

Teachers will earn compensation as follows:

Teachers will take Early Childhood LETRS training during the dates listed below which will encompass **32** hours of the training.

Asynchronous times will be:

- August, 20, 2024 2 hours
- August 21, 2024 2 hours
- August 26, 2024 1 hour

- August 28, 2024 3 hours
- October 30, 2024 4 hours
- November 25, 2024 4 hours
- November 26, 2024 4 hours
- January 3, 2025 4 hours
- February 26, 2025 4 hours
- March 7, 2025 4 hours

Synchronous times will be chosen by each staff member based on the Lexia LETRS schedule. Early Childhood training shall be compensated, as follows:

15 hours of District-approved READ Act-related training hours worked outside the contracted duty day shall be compensated at the teacher's regular hourly rate of pay.

Teachers have one year to complete the training from their start date. Teachers who elect to complete these modules during unpaid summer months will be eligible for comp time during days designated for READ Act asynchronous training.

3. Credit Recognition

Teachers who elect to be paid through the compensation arrangement are not eligible to apply graduate credits from OL&LA training toward a lane change.

4. CEU Recognition

Provisions for salary lane changes as identified in the teacher contract apply.

4. <u>Proof of completion and payment timeline</u>

In all cases, teachers shall submit proof of training completion to **Erika Nesvig**, **Director** of Educational Services.

5. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to Article XIV Section 4 of the CBA.

6. <u>Effective Date and Duration</u> This MOU shall continue in effect until July 31, 2025.

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

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District:

Dated: 9-11-2024

For the Union: Rycanne Kuisschne

Dated: 9-11-2024

Appendix A – Calendar

Early Childhood

2024 - 2025 Early Childhood Calendar	NOVEMBER 2024 3 4. 1 W In: 7 5 3. 4. 5. 6. 7 8 9 10 11 12 13. 14 15 16 17 18 19 20 21 22 23 24 35 24 27 26 23 30	ECE: Pop-In Oricl Max Example of Local Have Enables Policy (Local Have) Evelocating of CCE Viets Evelocating of CCE Viets Evelocating of CCE Viets Evelocation of Eveloping Evelocation Evelocation	AARCH 2025 8 M 1 Y h J 8 9 10 13 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 27 30 31 - - - - - -	 Mit School Lutz - Teacher Violadey Li Lutz - Stand -
AUGUST 2024 8 5 M T M T 5 1 2 3 13-14 507 507 4 5 6 7 8 9 10 28 21 Perchall Chen House 3.07-2 pro 11 12 13 14 15 16 17 Conference 79.29 Widsoft Prechaol Isteming Conference 21 Percention Line 3.07-2 pro 29 26.27 20.27 30 31	DECEMBER 2024 1 M T W Th F S 1 2 3 4 5 6 7 8 P 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 26 28 27 28 '29 32 31 - - - -	 Early Childhond Screening Earl Prover of Play Posits Part Prover of Play Posits Early provide the Play Position Play Early provide the Play Play Play Play Early Play Play Play Play Play Early Play Play Play Play Early Play Play Play Play Early Play Play Play 	APRIL 2025 5. 44 f W Th f 5. 6. 7 8 92 10 11 12 13 14 15 16 17 18 19 20. 21 22 23 24 25 26 27 26 29 30 - - -	Early Childhood Screening Endry Scher Lunch Listin - 37 Endry Scher Lunch Listin - 37 Endry Scher Scher Listin - 47 Endry Scher Scher Listin - 47 Endry Scher Scher Hutter Endry Scher Scher Hutter ECE Wird About Vitreelis 24-35 Endry Scher Listin Listin - 18 Preschart Fornily Connection Night
SEPTEMBER 2024 2 3 62 10 School E17 3 67 7 8 7 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7 8 7	JANUARY 2025 6 4 T W h. F 3 6 7 8 9 10 11 19 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 28 30 31	 Line Generative Gen Day Stati Generatory Honor Day WC Presistance Classes Resume CCR2 Winner/Spring Classes Strett Corb Chabod Screening Rindow Selection Classes Resume Rindow Selection Classes Strett Rindow Schlasses Resume Rindow Schlasses Resume Rindow Schlasses Resume Rindow Schlasses Resume Rindow Screening Corp. Relational Screening Rindow Schlasses Resume Rindow Screening Rindow Screening	MAY 2025 8. M. T W. In. J. S. 4. 5. 6. 7. 8. 7. 102 3. 4. 5. 6. 7. 8. 7. 102 11. 12. 13. 14. 15. 16. 12. 13. 14. 15. 16. 12. 13. 14. 15. 16. 12. 13. 14. 15. 16. 12. 13. 14. 15. 16. 12. 13. 14. 15. 16. 12. 13. 14. 15. 16. 12. 12. 13. 14. 15. 16. 12. 12. 12. 12. 12. 12. 14. 12. 14. 12. 14. 14. 14. 14. 14. 14. 15. 14. 14. 15. 16. 12. 14. 15. 15. 14. 15. 14. 15.	Early Childhood Fohily Picnie 8/4 Early Childhood Screening 12-15 tod Yiekk of EC/TE Water/Spring Closes 20 Early Childhood Screening 20 Early Childhood Screenin
OCTOBER 2024 # Construction A T W T Y 1 2 3 4 5 6 T 6 10 11 12 13 14 15 16 7 18 19 13 14 15 16 7 18 19 20 21 22 32 24 25 26 27 20 21 22 32 24 25 26 27 20 27 28 <td>FEBRUARY 2025 A Y W In 7 3 2: 3 4 5 6 7 8 9: 10 11 12 13 14 15 6 17 8 9: 10 11 12 13 14 12 13 14 16 107 22 22 24 25 88 27 28</td> <td>WC Preschool clost day WC Preschool Feeling Conferences With Encoder Seeling Conferences Sink Schwart P17 Yink Schwart P17 Yink Schwart P17 Yink Schwart P17 Yink Schwart P17 Packet Schwart P17</td> <td>JUNE 2025 3. M. T W. Th. J. 3. 1. 2. 3. 4. 5. 6. 7. 8. P. 10. 11. 12. 13. 14. 15. 16. 17. 18. 318. 20. 21. 22. 23.2.4. 25. 26. 27. 28. 29. 30. - - - -</td> <td>2 Perichod leacher Work Day 32 Halsched 5 22</td>	FEBRUARY 2025 A Y W In 7 3 2: 3 4 5 6 7 8 9: 10 11 12 13 14 15 6 17 8 9: 10 11 12 13 14 12 13 14 16 107 22 22 24 25 88 27 28	WC Preschool clost day WC Preschool Feeling Conferences With Encoder Seeling Conferences Sink Schwart P17 Yink Schwart P17 Yink Schwart P17 Yink Schwart P17 Yink Schwart P17 Packet Schwart P17	JUNE 2025 3. M. T W. Th. J. 3. 1. 2. 3. 4. 5. 6. 7. 8. P. 10. 11. 12. 13. 14. 15. 16. 17. 18. 318. 20. 21. 22. 23.2.4. 25. 26. 27. 28. 29. 30. - - - -	2 Perichod leacher Work Day 32 Halsched 5 22

MEMORANDUM OF UNDERSTANDING BETWEEN Independent School District 110 (hereinafter referred to as "District") AND Waconia Education Minnesota, (hereinafter referred to as "Union")

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2024, through June 30, 2025; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in OL&LA CORE and,

WHEREAS the total anticipated number of hours of training required for OL&LA is 48-57;

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

1. <u>Eligibility</u>

The Union and District will establish a list of eligible teachers, who must:

a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,

b. Be employed by the District between Aug 1, 2024 and June 1, 2025; and,

c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

(1) reading intervention teachers working with students in kindergarten through grade 12;

(2) all classroom teachers of students in kindergarten through grade 5;

(3) K-12 special education teachers who teach reading;

- (4) K-5 teachers licensed to teach English to multilingual learners;
- (5) TOSAs who select literacy instructional materials

2. Compensation earned for READ Act training

Teachers will earn compensation as follows:

Teachers will take OL&LA training during **3** professional development days, 5 early release days, 9 PLC times, and 3 in-person meetings before or after school scheduled throughout the 2024-2025 school year, which will encompass **39** hours of the training.

These professional development days will be provided, as outlined on this calendar in Appendix A.

The remainder of the OL&LA training shall be compensated, as follows:

15 hours of District-approved READ Act-related training hours worked outside the contracted duty day shall be compensated at the teacher's regular hourly rate of pay.

Teachers have one year to complete the training from their start date. Teachers who elect to complete these modules during unpaid summer months will be eligible for comp time during days designated for READ Act asynchronous training.

3. Credit Recognition

Teachers who elect to be paid through the compensation arrangement are not eligible to apply graduate credits from OL&LA training toward a lane change.

4. <u>CEU Recognition</u>

Provisions for salary lane changes as identified in the teacher contract apply.

4. <u>Proof of completion and payment timeline</u>

In all cases, teachers shall submit proof of training completion to **Erika Nesvig**, **Director** of Educational Services.

5. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to Article XIV Section 4 of the CBA.

6. <u>Effective Date and Duration</u> This MOU shall continue in effect until July 31, 2025.

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

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District

Dated:

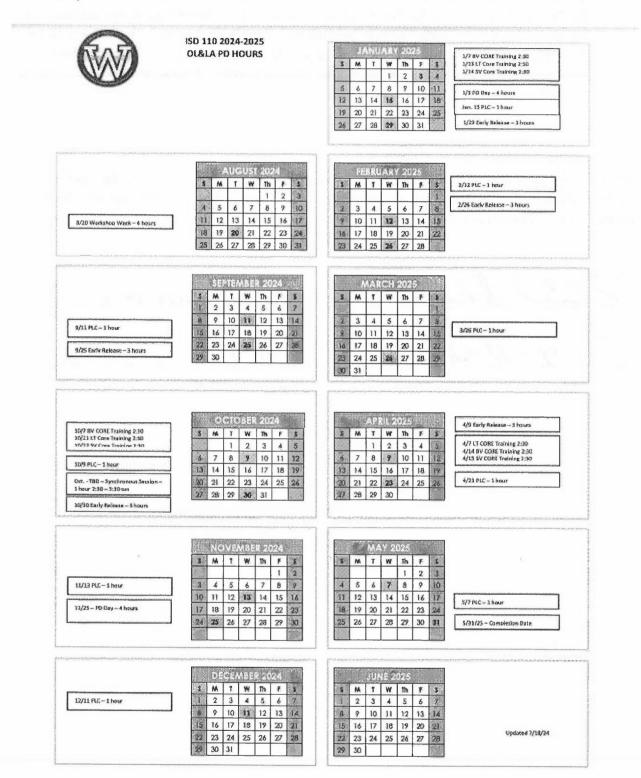
202

For the Union Ku cinne Schner

Dated: 9-11

Appendix A – Calendar

Elementary



Secondary

