# MASTER CONTRACT

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 832**

**and**

**MAHTOMEDI EDUCATION ASSOCIATION**

**Effective July 1, 2017 through June 30, 2019**

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# ARTICLE I
# PURPOSE

**Section 1. Parties**: THIS CONTRACT is entered into between School District No. 832, Mahtomedi, Minnesota, hereinafter referred to as the "School District" or the "School Board," and the Mahtomedi Education Association, hereinafter referred to as "Exclusive Representative" or the "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 Contract.

# ARTICLE II
# RECOGNITION

**Section 1. Exclusive Representative**: The School District hereby recognizes the Mahtomedi Education Association as the Exclusive Representative for all teachers included in the appropriate unit as defined in Article III of this contract.

Pursuant to P.E.L.R.A. the District shall not meet and negotiate or meet and confer with any teacher or group of teachers who are at the time designated as a member or part of a teacher unit except through the Exclusive Representative if one is certified for that unit or as provided for 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. "Terms and conditions of employment" does not mean education policies of the School District.

**Section 2. Teacher**: "Teacher" shall mean any person employed by the School District in a position for which licensure or certification is required by the State of Minnesota or in a position of physical therapist, occupational therapist, nurse, social worker, and a daily substitute teacher who replaces the same teacher for more than thirty (30) working days, and including those on approved leaves of absence, except superintendent, assistant superintendent, principal, assistant principal and other administrative personnel who devote more than fifty (50) percent of their time to administrative or supervisory duties, confidential employees, supervisory employees, and essential employees, and other such employees excluded by law.

Subd. 1. Full-time Teacher: "Full-time teacher" shall mean a teacher who has a one (1.0) FTE contract for the entire school year.

Subd. 2. Part Time Teacher: "Part Time Teacher" shall mean a teacher whose contract specifies performance of service for something less than one (1.0) FTE or less than 193 duty days.

**Section 3. Appropriate Unit**: The Mahtomedi Education Association shall represent all teachers in the appropriate bargaining unit as determined pursuant to P.E.L.R.A.

**Section 4. School District**: "School District" shall mean the School Board or its designated representative.

**Section 5. Other Terms**: Terms not defined in this Contract shall have those meanings as defined by P.E.L.R.A.

## ARTICLE IV
## SCHOOL DISTRICT RIGHTS

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

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

**Section 3. Effect of Laws, Rules and Regulations**: The Association recognizes that all teachers covered by this Contract shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District, and also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract. The Association recognizes that the School District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies.

Any provisions of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect. The parties will meet and negotiate in a good faith effort to provide a possible substitution for the invalidated provision of the Master Contract.

It is specifically understood, however, that such state and federal laws, rules and regulations are not incorporated into this Contract by reference.

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

**Section 5. Obligation to Meet and Negotiate**: The School District has an obligation to meet and negotiate in good faith with the Association regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the School District to agree to a proposal or require the making of a concession.

## ARTICLE V
## TEACHER AND ASSOCIATION RIGHTS

**Section 1. Right to Views**: Nothing in this Contract shall be construed to limit, impair or affect the right of any teacher or the teacher's representative to the expression or communication of a view, grievance, complaint or opinion, on any matter related to the conditions or compensation of public employment or that teacher's 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, nor shall it be construed to require any teacher to perform labor or services against the teacher's will.

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

**Section 3. Right to Meet and Negotiate**: Teachers, through their certified Exclusive Representative, have the right and obligation to meet and negotiate in good faith with the School District regarding grievance procedures and the terms and conditions of employment, but such obligation does not compel the Exclusive Representative to agree to a proposal or require the making of a concession.

**Section 4. Dues and Fair Share Checkoff**:

Subd. 1. Request for Dues Checkoff: Teachers shall have the right to request and be allowed dues checkoff for the teacher organization of their selection, provided that dues checkoff and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues checkoff 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 such authorization.

Subd. 2. Fair Share Fee: In accordance with P.E.L.R.A., any teacher included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative. The fair share fee from any teacher shall be in an amount equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues and available only to members of the Exclusive Representative, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues. The Association agrees to notify the School District or its designee promptly when any teacher subject to a fair share fee deduction becomes a member of the

Association, and in that event, no further fair share fee deductions for such teacher will be made.

The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner of the Bureau of Mediation Services, the School District and to each teacher to be assessed the fair share fee.

A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The School District shall deduct the fee from the earnings of the teacher and transmit the fee to the Exclusive Representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

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

Subd. 3. With respect to all sums deducted by the payroll office, whether for membership dues or fair share fee, the payroll office shall remit each month to the Association the total amount deducted. The Association agrees to advise the payroll office from time to time of those teachers who are members of the Association. The Association also agrees to furnish the payroll office information not otherwise available to it in order that it may fulfill the provisions of this Article.

**Section 5. Teachers' Retained Rights**: Nothing contained herein shall be construed to deny or restrict a teacher's rights that he or she may have under the Minnesota school laws or applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided by such laws and regulations.

It is specifically understood, however, that such state and federal laws, rules, and regulations are not incorporated into this Contract by reference.

**Section 6. Association Representatives**: Duly authorized representatives of the Association and its affiliates shall be permitted to transact official Association business on school property outside of the normal teacher day, or at reasonable times within the school day, subject to rules established by the Superintendent. If a representative of the Association who is not an employee of this School District desires to meet with a teacher during the non-student-contact portion of a teacher day, that person shall first obtain the permission of the building principal.

**Section 7. Use of Facilities**: The Association shall have the right to use the buildings, equipment, mailboxes, mail service, and all electronic communication services of the School District after prior consultation with, and approval of, the Superintendent, or a designee. The purpose of the prior consultation with and approval by the Superintendent is to avoid conflicts in the use of School District property. The Association's use of the School District's electronic communication services shall be consistent with Board Policy 524, Internet Acceptable Use and Safety Policy.

The Association shall reimburse the School District for the cost of all materials and supplies incident to its use of School District equipment and the School District may make a reasonable charge for the use of School District buildings on the same basis as charged other noncommercial users.

School District buildings, equipment, mailboxes, mail service, and all electronic communication services shall not be used for preparation of materials to be used in any strike, withholding of services, for picketing or bannering, or for the purpose of publicly attacking the School District, its Board, or its agents and employees.

**Section 8. Information**: The District agrees to furnish the Association a copy of information concerning its budget, both present and proposed revenues, and other financial information. If the Association wishes to make additional copies of this material, the Association shall pay the cost of reproduction.

**Section 9. Personnel Files**:

Subd. 1. All evaluations and files relating to each individual teacher shall be available during regular Human Resources Office hours to each individual teacher upon the teacher's written request. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Subd. 2. Material which comments on or relates to the teacher's performance may not be placed in a teacher's file without first providing the teacher with an opportunity to attach a response or signature thereto. Such response may be a signature acknowledgment that the teacher has seen the document. The School District may place the material in the teacher's file if the teacher fails to sign and return it within ten (10) working days. All such material must be placed in the file on a timely basis. The teacher shall have the right to reproduce any of the contents in the teacher's file at the teacher's own expense.

Subd. 3. A teacher may submit for inclusion in the file written information in response to any material contained therein and such response shall become part of the teacher's file.

Subd. 4. Teachers may request that materials, letters or evaluations germane to their careers be placed in their personnel file.

Subd. 5. The School District or its designee may destroy such files as otherwise provided by law and must expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure.

**Section 10. Meet and Confer on Policy Change**:

Subd. 1 General: The School District, or its representatives, will meet with the Association at least three (3) times per year for matters relating to employment which are not terms or conditions of employment. The School District shall inform the Association of the meet and confer schedule by September 30 of each year. The establishment of the meet and confer schedule is not subject to the grievance procedure.

Subd. 2 Policy Change: The School District, or its representatives, will meet with the Association at least twice per policy (if two meetings are needed) to exchange information and opinions prior to adopting a proposed change in the following policies and may meet on other policies:

1. Evaluation

2. Vacancy

3. Transfer

4. Academic freedom

**Section 11. Job Sharing**:

Subd. 1. Eligibility: Teachers who have worked in the School District a minimum of five (5) years may be eligible for job sharing. The Superintendent may waive this criterion in whole or in part. Such waiver or lack thereof shall not be subject to the grievance procedure. In the event job sharing is refused, the reason shall be given in writing and copies sent to the association president and teacher rights chairperson. A teacher selected to share a position shall remain a member of the bargaining unit.

Subd. 2. Application: Teachers who wish consideration for job sharing must apply to the Superintendent on or before February 1 of any contract year preceding a job sharing appointment and file with the application a general plan and request for benefits to cover the anticipated term of job sharing. Applications for job sharing may be withdrawn through March 15th of the academic year preceding the planned job sharing. The Superintendent may waive these dates at his or her sole discretion. Applications for job sharing shall be forwarded to the association president and teacher rights chairperson, including a copy of the general plan and request for benefits.

Subd. 3. TRA Contribution: In the event that a teacher and the School District agree on a job sharing arrangement, the School District may agree to pay all or a portion of the teacher's TRA obligation pursuant to Minn. Stat. § 354.66, Subd. 4A, as amended.

Subd. 4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary schedule.

Subd. 5. Seniority: Teachers who have taught full-time in the School District immediately prior to such assignment shall retain full seniority earned prior to becoming

a job sharing teacher and accrue one year seniority for each year in a shared position. Such qualified job sharing teacher shall not be placed on unrequested leave of absence before a less senior full-time qualified teacher.

Subd. 6 Severance Eligibility. The job sharing agreement shall contain a statement regarding severance eligibility.

Subd. 7. Sick Leave and Annual Leave: Job sharing teachers shall retain sick leave and annual leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave and annual leave on a pro rata basis.

Subd. 8. Additional Assignment Days: Job sharing teachers shall attend a pro rata portion of curriculum days and workshop days as provided in the job share agreement without payment of additional salary. Any additional assigned duty shall be paid pursuant to Article IX, Section 4 and shall be included in the written job sharing agreement or by official addendum to the job sharing agreement.

Subd. 9. Other Duties: Job sharing teachers will have the following professional responsibilities without payment of additional salary, unless modified in writing by mutual consent:

a. Plan and implement a job sharing model as mutually agreed by both partners and the building principal.

b. Both teachers will grade report cards and attend parent conferences and open houses.

c. Both teachers are expected to share capital equipment, furniture, and basic supplies normally provided to one (1) teacher.

d. Attend staff and unit meetings on each teacher's scheduled work day and communicate information and directives to the other partner in a timely fashion.

e. Ensure effective communication between partners and between the school and parents by regularly using written correspondence, telephone communication, tape recordings and daily journals.

f. Jointly plan and organize curriculum and instruction.

g. Both partners will teach the first two (2) days and last day of the school year.

h. Prepare and complete an end-of-year evaluation process in cooperation with and approved by the building principal.

i. Both partners shall be paid at their regular rate of pay for an additional two and one half (2-1/2) days.

Subd. 10. Insurance: Job sharing teachers shall receive the School District's actual contribution for one (1) full family health and hospitalization and one (1) full family dental insurance coverage as set forth in Article X. These contribution amounts for each type of insurance may be divided between the job sharing teachers as mutually agreed (e.g., one (1) with the full family health contribution, one (1) with no health contribution; both with single health contributions, etc.). However, the contribution amounts for health and dental may not be combined in any fashion. If the request for job sharing status includes a waiver of health benefits by one (1) of the parties, then such request must include written verification of medical benefits from another source. The School District shall provide each job sharing teacher with life insurance in accordance with Article X, Section 3.

Subd. 11. Planning: In the event that specific activities outlined in Subd. 2 would assist in early retirement or out placement, the Superintendent may provide additional assistance subject to the laws of the State of Minnesota and prior approval by the School District.

Subd. 12. Non-Responsibility for Effect on Retirement: The School District assumes no responsibility or liability in the event a teacher fails to qualify for claimed or anticipated retirement credits under this provision. Retirement credits remain the sole responsibility of the teacher and the Minnesota Teacher Retirement Association.

Subd. 13. Agreement: Subdivisions 1, 2, 3, 6, 7, 8, 9 and 10 shall be applied at the sole and exclusive discretion of the Superintendent, whose decision is final and binding and not subject to the grievance procedure. At the time an application is approved, participating teachers shall agree in writing to the dates and conditions of duty, to refrain from applying for unemployment compensation, to the repayment of any salary advanced that is subsequently unearned, and to any other necessary conditions that are consistent with the provisions of this Article. The Association shall review and, upon request, participate in discussions regarding the agreement for job sharing teachers. A copy of the written job sharing agreement and any addendum to the job sharing agreement shall be forwarded to the president and teacher rights chairperson of the Association.

**Section 12. Vacancies and Reassignments:**

Subd. 1. Definition of Vacancy: A vacancy shall exist when a bargaining unit position is open due to reasons such as resignation, termination, or the creation of a new position and there is no appropriately licensed teacher on unrequested leave or returning from leave.

Subd. 2. Posting and Application Procedures:

a. The School District shall notify teachers, including the President and Teacher Rights Chair of the Association, of all professional staff vacancies by electronic notification. No vacancies shall be filled during the school year until the notice has been posted for at least five (5) calendar days.

b. Teachers desiring a reassignment for the following school year may submit written requests by February 1 to the Human Resources Department, stating the specific assignment or nature of the assignment and school or schools preferred, if any.

c. Any teacher possessing the necessary licensure may request a voluntary reassignment to a posted vacancy.

d. To reduce staff and student disruption, requests for voluntary reassignment will not be granted on or after the first regular teacher contract day, unless the district exercises its discretion to allow such transfers.

Subd. 3. Voluntary Reassignment Procedures:

a. All qualified teachers who request a voluntary reassignment to a posted vacancy will receive an interview. Prior to the interview(s) of any outside candidates, qualified continuing contract teachers requesting a voluntary reassignment within five (5) days of the posting of a vacancy shall have a meeting with the principal or a committee, at the discretion of the school district. If a committee is used, said committee shall not include any probationary teachers.

b. In reviewing requests for voluntary reassignment, the School District will make a decision based upon, but not limited to, the following criteria: multiple licensure, post-graduate training, teaching experience, specialized training/development, classroom teaching style, adult relationships, leadership experience, and the specific needs of the students and the instructional programs of the School District.

c. Qualified teachers requesting a voluntary reassignment within five (5) days of the posting of the vacancy, shall be informed of the School District's decision prior to the interview(s) of any outside candidate(s). If the request for voluntary reassignment is not granted, the School District shall communicate the reasons for the decision in writing.

Subd. 4. Involuntary Reassignment Procedures:

a. Involuntary reassignments shall be made only after written notice by the School District to the affected teacher. The written notice shall include the reasons for the reassignment.

b. Teachers subject to involuntary reassignment shall be notified of all vacancies.

c. Teachers subject involuntary reassignment shall be allowed to timesheet up to four (4) hours for the purpose of facilitating the transfer (e.g., moving personal property).

# ARTICLE VI
# SCHOOL YEAR

**Section 1. Teacher Duty Days**: The School District shall establish the number of school days and teacher duty days for future school years, and the teacher shall perform services on those days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority as determined to conduct school. Prior to the adoption of the calendar, the District, or its representatives, will meet with the Association at least twice (if two meetings are needed) to exchange information and opinions concerning the calendar.

The School District has the right to require part-time teachers to work full days on conference, curriculum and workshop days. If the School District requires a part-time teacher to work more than his/her contract amount on a conference, curriculum or workshop day, the part-time teacher will receive pro rata pay for the additional hours required to be worked.

**Section 2. Modification in Calendar, Length of School Day**:

Subd. 1. In the event school is closed due to a pandemic or other health issues, an energy shortage, severe weather, or other exigency which would result in a loss of state aid if the day(s) are not made up, the School District reserves the right to modify the school calendar, and the teacher shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, if any.

Subd. 2. In the event of a pandemic or other health issue, an energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours worked shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to or scheduling any day or days from the original calendar, the School District, or its representatives, will meet with the Association to exchange information and opinions concerning the proposed changes.

**Section 3. Holidays**:

Subd. 1. The following eight (8) holidays shall be included in the teacher's work year and shall be recognized holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day and one floating holiday to be determined by the calendar committee.

Subd. 2. To be paid for a holiday, teachers must be on paid status their full day before and after the holiday.

Subd. 3. Full-time teachers are paid for the eight (8) holidays listed in Subd. 1.

Subd. 4. Teachers working less than full-time but for the full school year receive a pro rata payment for holidays listed in Subd. 1.

Subd. 5. Teachers working full-time for a portion of the school year are paid for the holidays that fall within their contracted period.

Subd. 6. Teachers working less than full-time for a portion of the school year receive a pro rata payment for the holidays that fall within their contracted period.

Subd. 7. Teachers taking an unpaid leave of absence are not paid for holidays that fall within their unpaid leave period.

Subd. 8. Teachers who reduce their working hours for a portion of the school year (such as returning at .5 FTE following a medical leave of absence) will receive a pro rata payment for holidays that fall within that time period.

**Section 4. Teacher's Work Year**: The number of student contact days is cumulative, i.e., several partial days would aggregate to the required number of full student contact days. Special education teachers may have up to one more day, for a total of up to ten (10), additional assignment days, up to one of which will be a staff development day which shall occur within three (3) days immediately preceding the additional assignment days scheduled prior to the beginning of the school year. Special education teachers will receive pro-rata pay for any extra staff development day.

| | 2017-18 | 2018-19 |
|---|---|---|
| Student Contact Days | 172 | 172 |
| Conference Days | 4 | 4 |
| Additional Assignment Days | 9 | 9 |
| Holidays | 8 | 8 |
| Teacher Work Year | 193 | 193 |

The number of student contact days is cumulative, i.e., several partial days would aggregate to the required number of full student contact days.

**Section 5. Daily Rate of Pay**: For purposes of calculating a teacher's daily rate of pay, such calculation shall be according to the following formula:

$$\frac{1}{\text{Teacher's Work Year}} \times \text{Basic Compensation} = \text{Daily Rate}$$

Amount of pay for less than a full day shall be based on $\frac{\text{Hours Worked}}{8}$

Teacher's work year is the number of days in the school calendar including specified holidays.

# ARTICLE VII
# HOURS OF SERVICE

**Section 1. Basic Day**: The teacher's basic day shall be eight consecutive hours, including a 30-minute, duty-free lunch period. Student contact time during the duty day will not exceed 310 minutes.

**Section 2. Building Hours**:

Subd. 1. 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 District. These hours shall be shared with staff by July 1 each year. This subdivision is not subject to the grievance procedure. Teachers may leave earlier than the designated closing hour, with the approval of the building principal.

Subd. 2. The School District will provide at least twenty (20) minutes of flexibility in the starting and ending times of the teachers' normal duty day for each building, subject to the reasonable caps on the number of teachers who would not be present for student supervision at the scheduled starting and ending times of the school day.

**Section 3. Additional Student Activities:** In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the teacher's basic day as is required by the School District or its designated representative. See Appendix C.

**Section 4. Elementary Staff Preparation Time**: Preparation time for elementary staff shall be provided daily in one or two uninterrupted blocks during the student day. Blocks shall be in increments of not less than 30 minutes. Preparation time shall be provided to elementary teachers such that the average student contact time per day for elementary teachers shall be comparable to the average contact time for secondary teachers.

**Section 5. Secondary Staff Preparation Time**: Full-time secondary teachers shall have one period free for preparation time during the student contact day.

**Section 6. Part-Time Teachers and Teachers Assigned to Teach at Both the Middle School and the High School**: See Appendix E.

**Section 7. Travel Time**: For teachers who are assigned to teach at more than one (1) school during a single school day, a minimum of ten (10) minutes of travel time will be scheduled adjacent to prep time for each one-way trip between schools on the same campus. Travel time may be scheduled in lieu of an assigned advisory period, in such case travel time does not need to be scheduled adjacent to prep time. A minimum of thirty (30) minutes of travel time will be schedule for each one-way trip between schools on different campuses, unless modified on a case by case basis by a mutual agreement between the teacher, the MEA, and the District. Teachers who travel between different campuses shall receive an annual stipend of $1,000 if their student contact time plus travel time exceeds 310 minutes per day.

**Section 8. Specialist Class Size**: Specialist teachers provide instruction in the classroom and through special programs. These programs include, but are not limited to, concerts, special events, guest speakers, rehearsals and other similar venues. Specialist teachers' class sizes will be comparable to classroom teachers' with the exception of special programs.

**Section 9. Early Childhood Special Education Staff:**

Subd. 1. Summer Hours: ECSE staff providing services for eligible students shall receive pro rata pay for work during the summer months with the prior written approval of the Director of Special Education.

Subd. 2. Services outside the Duty Day: ECSE staff providing services outside the duty day for eligible students will receive pro rata pay or flex time with the prior written approval of the Director of Special Education.

## ARTICLE VIII
## BASIC COMPENSATION

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

**Section 2. 2017-18 Status of Salary Schedule**: The salary schedule is not to be construed as part of a teacher's continuing contract, and lane and step positions for each teacher for the 2017-18 school year shall be determined and paid after agreement is reached between the School District and the Exclusive Representative for a two- (2) year Contract commencing on July 1, 2017 through June 30, 2019. A teacher's advancement on the salary schedule is subject to the right of the School District to withhold an increment (or, for teachers at the top of their lane, an amount equal to an increment in that lane) for good and sufficient grounds. An increment or increment equivalent, as the case may be, may only be withheld from a teacher for two (2) consecutive years. If the School District intends to withhold an increment or increment equivalent, it shall give the teacher written notice of the alleged deficiency, and reasonable time shall be afforded to the teacher to correct the alleged deficiency. If, after the teacher has had reasonable time to correct the alleged deficiency, the School District intends to withhold the increment or increment equivalent, written notice of this intention shall be given by April 1 prior to the school year for which the increment or increment equivalent is to be withheld. After the completion of the period, a teacher remaining on the staff shall be restored to the salary schedule at the position indicated by that teacher's total years of service to the School District. The School Board, at its sole and unreviewable discretion, may reward teachers for superior academic achievement or accomplishment.

**Section 3. Placement on Salary Schedule**:

Subd. 1. Vertical Placement: Up to, but not necessarily limited to five (5) years of teaching experience as a licensed teacher in public or private schools, VISTA, Peace or National Teacher Corps, within the last ten (10) years will be recognized and allowed except that all previous teacher experience in the Mahtomedi School District will be allowed. Notwithstanding the above, if a teacher who retired from the Mahtomedi

School District is rehired, step placement shall be by mutual agreement between the School District and the teacher. Credit for regular, active duty, military service will be allowed. Credit may also be granted for experience in other fields of endeavor. All teachers who teach ninety (90) days or more per year, whether full or part-time, shall be given experience credit and shall advance one (1) full increment annually on the salary schedule, effective for teachers hired after January 1, 2000.

Subd. 2. Horizontal Placement: A teacher shall be initially placed in columns beyond BA and MA columns based on written agreement between the Superintendent and teacher as to which credits are germane to the teaching assignment. This agreement shall be reduced to writing and shall become part of the teacher's personnel file. Additional credits to be used for lane placement shall be in accordance with the rules following. Such rules shall not deprive any teacher of any salary schedule placement already recognized and actually being paid. Notwithstanding the above, if a teacher who retired from the Mahtomedi School District is rehired, the teacher shall be placed on the lane he/she was on as of the effective date of his/her retirement.

a. Beginning in 1988-89, a person admitted to a graduate program that is not part of the individual's immediate teaching assignment may apply up to, but not more than, fifteen (15) quarter credits of the graduate program to the salary schedule provided the credits are closely related to the immediate teaching assignment and approved in advance by the Superintendent in writing.

b. References in this section to credit shall mean quarter credits or their equivalent.

c. All credits, in order to be considered for application on the salary schedule, or to become “qualified” pursuant to Article XV, Section 2, Subd. 3, must be approved by the Superintendent or designee in writing prior to the taking of the course and must be from an accredited college or university. Courses must either be in the field of the teacher's present assignment in School District 832, closely associated to this assignment, or in an area of the teacher licensure. Once a degree program has been approved by the teacher's advisor and the Superintendent, the teacher can continue taking courses set forth on that degree plan without individual approval for each course.

d. All credits counted toward lane changes beyond the BA lane must be earned after a teacher has received the BA degree.

e. School District approved graduate credits shall be applied toward the MA+20 and MA+40 lanes if they fit the following criteria:

1) The credits are not a part of a School District approved master's program.

2) The credits are in a field of licensure in which the teacher is teaching or has taught in this School District or are relevant to the

teaching assignment. Previously submitted and denied credits will not be reconsidered.

f. When a block of credits is submitted by a teacher for a lane change, all of the credits must be graduate credits and the block must carry at least a "B" average. The graduate credit requirement may be waived by the Superintendent for an undergraduate credit course that has specific benefit to the present teaching position. In courses where grades are assigned a pass/fail basis, a pass grade shall be deemed a "B".

g. All credits held by a newly hired teacher must be credited at the date of employment if they are to count toward subsequent lane changes. Those credits held by a newly hired teacher that are not recognized as applying to the initial employment position shall be recognized and allowed if they are applicable to subsequent assignment.

h. Application Deadline:

1) Credit approval for salary increases (moving to the next salary column) must be made no later than October 1 or February 1 of the school year for which the salary increase pertains. Salary adjustments due to lane changes made on or before February 1 will be paid at the rate of one-half (.5) of the annual difference between the two (2) salary categories.

2) The School District agrees that credits presented after the foregoing cutoff date may be approved by the Superintendent provided the teacher presents an affidavit from the institution providing the training, stating that the delay was solely caused by the institution and in no way the fault of the teacher.

i. Records:

Credits approved by the Superintendent along with an official college transcript shall become a part of a teacher's personnel file in the School District office.

Subd. 3. Long Term Substitutes: Effective July 1, 2008, long term substitute teachers shall be paid at BA Step 1. The School District, at its sole and unreviewable discretion, may pay long term substitute teachers on a higher step and/or lane. Effective July 1 2010, long term substitute teachers who have achieved continuing contract status in the School District will be paid according to Article VIII, Section 3.

Subd. 4. Notification: Upon initial employment, the District shall notify the Association of that teacher's salary schedule placement and all pertinent data related to that placement, provided that the data is defined as "public data" pursuant to the Minnesota Data Privacy Act, or the teacher gives the District written permission for release of that data to the association.

**Section 4. Longevity**: The applicable rules for salary schedule increment placement and advancement shall apply for longevity.

Subd. 1. 15-19 Years: Teachers credited at the beginning of the school year with at least fifteen (15) years of service on the salary schedule, at least eleven (11) of which are in this School District, will receive $5,496 more than the amount specified in the salary schedule during the first year of the contract and $5,579 more than the amount specified in the salary schedule during the second year of the contract.

Subd. 2. 20-24 Years: Teachers credited at the beginning of the school year with at least twenty (20) years of service on the salary schedule, at least fourteen (14) of which are in the School District, will receive $8,195 more than the amount specified in the salary schedule during the first year of the contract and $8,318 more than the amount specified in the salary schedule during the second year of the contract.

Subd. 3. 25-27 Years: Teachers credited at the beginning of the school year with at least twenty-five (25) years of service on the salary schedule, at least seventeen (17) of which are in the School District, will receive $10,322 more than the amount specified in the salary schedule during the first year of the contract and $10,476 more than the amount specified in the salary schedule during the second year of the contract.

Subd. 4. 28 Years and Over: Teachers credited at the beginning of the school year with at least twenty-eight (28) years of service on the salary schedule, at least twenty (20) of which are in the School District, will receive $13,160 more than the amount specified in the salary schedule during the first year of the contract and $13,358 more than the amount specified in the salary schedule during the second year of the contract.

Subd. 5. Rehired Retired Teachers: Rehired retired teachers shall not be eligible for longevity.

**Section 5. Pay Periods**:

Subd. 1. Regular Salary: The annual salary shall be paid twice a month as though the teacher were on a twenty-four (24) pay basis beginning the last duty day of August of each year. Thereafter, such payments shall be made on the 15th and the last day of each month. Each payment shall be equal to 1/24th of the total salary (less deductions) with the remainder to be paid in one lump sum on the last teacher duty day. The only alternative shall be nineteen (19) equal payments payable in the same manner except that the final check shall be issued on the last duty day in May. The nineteen (19) pay alternative is available only to those teachers who were on the nineteen (19) pay schedule in the 2008-09 school year.

Subd. 2. Additional Assignments: Teachers will receive additional assignment (student activity) payments as a one-half (.5) payment midway through the activity in the School District, and one-half (.5) at the end of the activity in the School District. Pay dates will be identified on the extra-assignment form signed by the teacher and the School District designee, and payment will be made on those dates. The provisions of Subd. 3 of this Section shall apply. Before additional assignment payments are made, the

teachers must return to the Superintendent an executed extra-assignment form previously submitted to the teacher.

Subd. 3. Credit Union or Bank Deposits: The School District shall deduct for credit union or provide for bank deposits upon written designation by the teacher. Such election may be made once per year and shall continue in effect for the balance of that contract year. Cancellation of deduction shall be only upon written notice by the teacher no later than August 1 preceding the first payment of salary. The School District shall provide for electronic transfer or deposit when technically and economically feasible. In the event that the School District is unable to provide for such transfer or deposit for technical or economic reasons, the Association agrees that it will hold the School District harmless from any and all actions by the Association or the persons it represents.

# ARTICLE IX
## EXTRA COMPENSATION

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

**Section 2. Extracurricular Compensation**: The wages and salaries reflected in Appendix C attached hereto, shall be a part of this Contract.

**Section 3. Travel Reimbursement**: Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such driving done after arrival at the first location at the beginning of their work day. The same allowance shall be given for use of personal cars for other business of the School District.

Subd. 1. Mileage: The School District will pay the current mileage rate established by the IRS.

Subd. 2. Public Conveyance: Reimbursement for public conveyances will be at tourist class airplane fare, or first class railroad fare. Normally, approval will be granted for travel by the least expensive mode of transportation, although consideration should be given to other facts such as time spent away from the job, extra meals and lodging.

Subd. 3. Lodging: Reimbursement for lodging will be at actual cost.

Subd. 4. Meals: Reimbursement for meals will be at actual cost, subject to per diem limitations established by the School District.

Subd. 5. Miscellaneous Expenses: Reimbursement for legitimate miscellaneous expenses at meeting site will be at actual cost (registration fee, cab fare, etc.).

**Section 4. Assignments Beyond the Regular School Year**:

Subd. 1. Teachers who receive a letter of assignment to work beyond the school year will be paid $38.97 per hour during the first and $38.97 per hour during the second year of the Contract and the following summers.

Subd. 2. Program development projects, related curriculum projects and other related assignments shall be covered under Subd. 1 above. The time to be spent on the project, as well as compensation, and the scope of the project shall be agreed upon in writing by the District and the participating teacher(s) no less than one week prior to the start of the project.

Subd. 3. Teachers shall have the right to accept or reject the offering of a letter of assignment beyond the regular school year.

**Section 5. Summer School Teachers**:

Subd. 1. Summer School Rate of Pay: The Exclusive Representative agrees that the School District may establish the rate of pay for summer school and such rate shall not be subject to the grievance procedure.

Subd. 2. Summer School Teaching Positions: The School District shall post any summer school position according to Article V, Section 12. The School District may designate ten (10) percent of such positions as competitive and may employ outside applicants. For the remainder of the positions, the regular licensed staff members of the Mahtomedi Education Association who apply for available positions shall be appointed. In the event more than one teacher from the School District applies for a position, the School District may employ the person it determines better meets its needs subject to the vacancy policy.

**Section 6. Hourly Substitutes**: Teachers assigned to teach during a scheduled preparation period shall be paid $42.73 during the first year of the Contract and $42.73 during the second year of the Contract if the scheduled preparation period was twenty-five (25) minutes or more and $20.29 during the first year of the Contract and $20.29 during the second year of the Contract if the scheduled preparation period was less than twenty-five (25) minutes. Teachers who substitute may elect compensatory time as per Section 8 in lieu of monetary compensation. Part-time teachers whose schedule allows them to substitute for other staff beyond their contracted duty day shall be paid at the above rates.

**Section 7. A/B Course Compensation:** A teacher who teaches one (1) or more A/B courses shall receive scheduling accommodations in the form of reduced supervision, homeroom/advisory, and/or enrichment for each quarter or trimester the course is taught.

**Section 8. Compensatory Time**: Compensatory time may be granted for extra-duty assignments with the Superintendent's approval. Compensatory leave will be granted for the assignment of a teacher to a class during a designated preparation period.

Subd. 1. After accumulation of three hundred and ten (310) minutes of hourly substitution without pay, the teacher shall be eligible to receive one (1) day of compensatory leave. Compensatory leave may only be taken in full day increments.

Subd. 2. Not more than ten percent (10%) of teaching staff may use compensatory leave and/or annual leave on a particular day. Compensatory leave will not normally be used the first five (5) and the last five (5) days of the school year and on workshop or scheduled parent/teacher conference days.

Subd. 3. Approval of leaves is dependent on availability of suitable substitutes. At least three (3) days of advance notice is required.

Subd. 4. During and after accumulation of the three hundred and ten (310) minutes, the teacher has the option of being paid pursuant to Section 6 or taking the compensatory leave. Compensatory time must be used during the school year in which it is earned. Compensatory time will not be carried over from year to year. If a teacher has not used accrued compensatory leave by the end of the school year in which it was earned, the teacher shall be paid for the accumulated substitute time pursuant to Section 6.

**Section 9. Assignment Above 1.0 FTE:**

Subd. 1. Zero hour assignment: A full-time teacher who accepts a zero hour teaching assignment shall receive compensation at his/her currently hourly rate of pay times the number of student contact days the class is taught plus 12 minutes of prep time per day the class is taught.

Subd. 2. Teaching assignment in lieu of prep time for 30 consecutive duty days or longer: A full-time teacher who accepts an assignment in lieu of prep time for 30 consecutive duty days or longer shall receive pro-rata compensation based on their FTE equivalency.

**Section 10. National Board Certified Teachers:** Teachers who have a National Board Certified Teacher ["NBCT"] on file with the Human Resources Department shall receive an annual stipend of $1,000 each year their NBCT is in effect. Teachers who have a NBCT will be eligible to earn additional compensation up to $1,000 per school year for project work or mentorship that is approved in advanced by the Superintendent or his/her designee.

**Section 11. Reimbursement for National Certification Renewal Fee:** The School District will reimburse school psychologists and speech pathologists who are assigned to do IEP MA billing, for the cost of renewing their national certifications upon submission of proof of payment of the renewal fee. The School District will reimburse Registered Occupational Therapists for the cost of renewing their National Board of Certification Occupational Therapy certificate (NBCOT) upon submission of proof of payment of the renewal fee.

**Section 12. Media Specialists**: Elementary media specialists shall be able to timesheet up to 16 hours of pro-rata compensation per contract year for additional preparation time.

# ARTICLE X
# GROUP INSURANCE

**Section 1. Health and Hospitalization Insurance**:

Subd. 1. Single Coverage: The School District shall contribute up to the sum of $8,935 for the first year of the Contract and up to the sum of $8,935 for the second year of the contract, but not to exceed 100% of the premium cost, for individual coverage for all eligible teachers employed by the School District who qualify for and are enrolled in the School District health and hospitalization plan.

Subd. 2. Family Coverage: The School District shall contribute up to the sum of $18,894 for the first year of the Contract and up to the sum of $18,894 for the second year of the Contract, but not to exceed 85% of the premium cost, for family coverage for all eligible teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

**Section 2. Income Protection**: The School District will participate in the long-term disability program by paying the annual premium for all eligible teachers employed by the School District who qualify for and are enrolled in the School District long-term disability plan. The income of a teacher who becomes disabled from sickness or accident will be insured after ninety (90) consecutive calendar days to the extent of two-thirds (66 2/3 percent) of the teacher's salary schedule placement, including longevity and annual cost of living increases determined by the LTD carrier, to a maximum annual salary of eighty-five thousand dollars ($85,000). The maximum benefit a teacher may receive under the policy is four thousand seven hundred and twenty-two dollars ($4,722) per month. Benefits will be payable as long as the teacher remains totally disabled in accordance with the policy. Benefits to disabled teachers will be determined and paid as described in the long-term disability policy.

Subd. 1. This benefit provides that, after a period of disability has been established, increases for benefits payable through social security (primary and family benefits) or any other state or federal governmental disability or retirement plan will not reduce benefits currently payable under this plan so long as the master policy remains in force.

Subd. 2. At the time a teacher becomes eligible to receive long-term disability compensation as provided in this contract, such teacher shall be eligible to use any remaining sick leave on a pro rata basis, provided such combination does not exceed one hundred (100) percent of salary.

**Section 3. Life Insurance**: Insurance on each eligible teacher's life shall be fifty thousand dollars ($50,000), except for teachers age 70 or older. Eligibility and coverage amounts for teachers age 70 and older, including a reduction in benefits, shall be governed by the terms of the master insurance contracts in force between the School District and the insurers providing such coverage. Coverage shall provide double indemnity protection in case of accidental death and individual benefits per schedule for dismemberment and waiver of premium when totally disabled, provided that such coverage is reasonably available from the carrier. An individual

teacher shall have the option to purchase, at the group rate, an additional fifty thousand dollars ($50,000), one hundred thousand dollars ($100,000) or one hundred fifty thousand dollars ($150,000) of group term life insurance at the teacher's expense.

**Section 4. Dental Insurance**:

Subd. 1. Single Coverage: The School District shall contribute up to $658 for the first year of the Contract and up to $678 for the second year of the Contract toward the premium for single coverage for all eligible teachers employed by the School District who qualify for and are enrolled in the School District group dental insurance plan. Details of the plan shall be discussed with representatives of the Association prior to the request for bids.

Subd. 2. Single + One Dependent Coverage: The School District shall contribute up to $1,317 for the first year of the Contract and up to $1,356 for the second year of the Contract toward the premium for single + one dependent coverage for all eligible teachers employed by the School District who qualify for and are enrolled in the School District group dental insurance plan. Details of the plan shall be discussed with representatives of the Association prior to the request for bids.

Subd. 3. Family Coverage: The School District shall contribute up to $1,958 for the first year of the Contract and up to $2,016 for the second year of the Contract toward the premium for family coverage for all eligible teachers employed by the School District who qualify for and are enrolled in the School District group dental insurance plan. Details of the plan shall be discussed with representatives of the Association prior to the request for bids.

**Section 5. Duration of and Eligibility for Insurance Contribution**:

Subd. 1. A teacher who has a contract with the School District for one (1.0) FTE for seventy-five (75) duty days or more in a single school year is eligible for School District contribution as provided in this Article.

Subd 2. At the close of the month in which the termination occurs, or at the close of the month following the effective date of an unpaid leave from the School District, School District contributions toward insurance premiums shall be made on a pro rata basis of the School District's actual contribution rate considering the number of duty days of the teacher work year (including paid leaves) actually served by the departing teacher. However, teachers who are hired and begin work prior to March 1 who have a one (1.0) FTE contract and whose employment is continued the following year, shall receive School District contributions for insurance plans through the following August 31.

Subd. 3. Teachers who work less than one (1.0) FTE but who work at least one-half (.5) FTE for a minimum of seventy-five (75) duty days and are members of the Unit, shall receive School District contributions toward School District insurance plans for which they are eligible and enrolled on a pro rata basis. However, teachers who work less than one (1.0) FTE, but who work at least one-half (.5) FTE, who are hired and begin work prior to March 1 and whose employment is continued the following year, shall receive School District contributions for insurance plans through the following August

31. Additional cost of insurance shall be borne by the teacher and paid by payroll deduction.

# ARTICLE XI
# LEAVES

**Section 1. Sick Leave:**

Subd. 1. At the beginning of each school year, each teacher shall be credited with ninety-six (96) hours of earned sick leave allowance to be used for absences caused by illness or physical disability of the teacher or the teacher's child, adult child, spouse, sibling, parent, step-parent, mother-in-law, father-in-law, grandchild, grandparent in accordance with Minn. Stats. §§ 181.940 and 181.9413 (2016), as amended. Sick leave shall be pro-rated for teachers who are contracted to teach for less than the full school year and for teachers who are on an unpaid leave of absence for more than twenty (20) duty days during that school year. A teacher who has used more than the teacher's accumulation of sick leave days shall have the teacher's daily pay for any unearned sick leave days deducted from the teacher's pay.

Subd. 2. The unused portion of the allowance shall accumulate from year to year to a maximum credit of 1,152 hours per teacher.

Subd. 3. The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of the teacher’s own illness or physical disability, or if the use of sick leave is based on the illness or physical disability of a family member, the disability or illness of that family member, indicating such absence was due to illness or physical disability, in order to qualify for sick leave pay.

Subd. 4. Any teacher who is continuously absent from work for ninety (90) consecutive calendar days and is accepted by the insurance company for long-term disability payments shall not, after accumulated sick days are used, suffer any loss in pay during the period until he or she is placed on long-term disability.

Subd. 5. A "less than full-time teacher" (as defined in Article III, Section 2, Subd. 2) shall be entitled to sick leave on a pro rata basis. Provided, however, that if a "less than full-time teacher" subsequently becomes a "full-time teacher" (as defined in Article III, Section 2, Subd. 1) the teacher's unused pro rata accumulation of sick leave shall be converted to full days and credited to said teacher.

Subd. 6. At the time a teacher becomes eligible to receive long-term disability compensation as provided in this Contract, such teacher shall be eligible to use any remaining sick leave on a pro rata basis, provided such combination does not exceed one hundred percent (100%) of salary.

**Section 2. Workers' Compensation**:

Subd. 1. Upon the request of a teacher who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School

District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the teacher's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the teacher only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.

Subd. 5. A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this Section shall submit his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence. This obligation of repayment does not extend to workers' compensation payments accruing for non-duty days.

Subd. 6. A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act shall call his/her supervisor at least once a month to review his/her medical condition and discuss returning to work.

**Section 3. Extended Family Leave**:

Subd. 1. A family leave may be granted by the School District subject to the provisions of this section and in accordance with the Family Medical Leave Act, P.L. 103-3. Family leave may be granted because of personal illness, the need to prepare and provide parental care for a minor child or children of the teacher, or for the serious illness of a teacher's spouse, adult child or parent for an extended period of time.

Subd. 2. A teacher making application for family leave shall inform the Superintendent in writing of his/her intention to take the leave at least thirty (30) days before commencement of the intended leave if possible. A teacher intending to return from an extended family leave at the start of or during the next school year must notify the District in writing by February 1 of either confirmation of or a request to change the date of their return or they shall forfeit their reinstatement rights for that school year.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, the Superintendent may require a statement from the teacher's physician for use in determining the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a family 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 the school year, or the like, in accordance with the Family Medical Leave Act.

Subd. 5. In making a determination concerning the commencement and duration of a family leave, the School District shall not, in any event, be required to:

a) Grant any leave more than eighteen (18) months in duration if the purpose of the leave is to care for the teacher's minor child or twelve (12) weeks in all other cases.

b) Permit the teacher to return to employment prior to the date designated in the request for family leave.

Subd. 6. A teacher returning from family leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. 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 of the leave.

Subd. 8. The parties agree that the applicable period of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Contract at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit during the period of absence for family leave.

Subd. 10. A teacher on family leave is eligible to participate in group insurance programs. The School District will continue to make contributions toward the cost of health and hospitalization insurance according to Article X, Section 1 for up to twelve (12) weeks of family leave in accordance with the Family Medical Leave Act. This benefit shall commence at the end of the teacher's use of paid sick leave, except the School District need not provide for 'stacking' of sick leave and FMLA leave if health insurance benefits are being paid for the teacher's long-term substitute. Thereafter, the teacher shall pay the entire premium for health and hospitalization insurance. A teacher shall pay the entire premium for such other insurance programs as the teacher wishes to retain, commencing with the beginning of the family leave.

Subd. 11. Leave under this Section shall be without pay. If a teacher who has requested and been granted family leave because of pregnancy delivers prior to the scheduled beginning date of her period of disability, she shall be eligible for sick leave in accordance with the provisions of Section I of this Article until recovery from her

disability. The period of disability shall be determined as certified by the attending physician. A teacher cannot use sick leave during unpaid family leave.

Subd. 12. A teacher electing to use available sick leave during the period of pregnancy/related disability may also be eligible for family leave in accordance with the provisions of this section.

**Section 4. Short-Term Family Leave**:

Subd. 1. A short-term family leave may be granted because of the need to prepare and provide parental care for a child or children of the teacher for a short period of time, where such leave is not covered by the Family Medical Leave Act.

Subd. 2. A teacher making application for short-term family leave shall inform the Superintendent in writing of his/her intention to take the leave at least thirty (30) days before commencement of the intended leave.

Subd. 3. The duration of a short-term family leave shall not exceed one (1) month.

Subd. 4. Leave under this Section shall be without pay and fringe benefits.

**Section 5. Annual Leave**: A teacher shall be granted annual leave of no more than thirty-two (32) hours per school year, the hours to be deducted from sick leave. Annual leave shall be pro-rated for teachers who are contracted to teach for less than the full school year and for teachers who are on an unpaid leave of absence for more than twenty (20) duty days during that school year. If a teacher has exhausted his/her sick leave, he/she may still use annual leave. The days will be deducted from the teacher's sick leave allowance for the following school year.

The School District will buy back unused annual leave at the rate of $10 per hour for any amount over forty (40) hours. Upon the teacher’s request, the School District will buy back additional hours. Payment will be made in June each year and the days bought back will not be deducted from the teacher’s sick leave.

Unused annual leave days may accumulate to a maximum of seventy-two (72) hours per teacher, with a maximum of forty (40) hours being carried over to the next school year. A maximum of seventy-two (72) hours of annual leave time may be used consecutively. Annual leave shall not normally be used the first five and last five days of the school year nor on workshop or scheduled parent/teacher conference days.

Not more than ten percent (10%) of the staff may use or be compensated for annual leave and/or compensatory time on a particular day, except during the months of May and June, when this cap shall be limited to five percent(5%). Up to an additional five percent (5%) may use or be compensated for annual leave and/or compensatory time during the months of May and June, dependent upon pre-arranged substitute coverage. Notwithstanding the foregoing, not more than six (6) FTEs in a single building may use annual leave and/or compensatory leave on a particular day except during the months of May and June, when this cap shall be limited to three (3) FTEs. Up to an additional three (3) FTEs may use annual leave and/or compensatory time during the months of May and June dependent upon pre-arranged substitute coverage.

Notification of intention to take annual leave must be made in writing to the Superintendent or his designee at least three (3) days in advance but no sooner than the first duty day of the school year, except in cases of emergency. Requests for leave will be approved on a first-come, first-approved basis.

Teachers using eight (8) or fewer hours of sick leave and/or annual leave in any single year shall, at the end of the regular school year, be paid two hundred dollars ($200).

**Section 6. Leave for Family Illness**: Use of sick leave with pay to care for family members who are ill or injured all be granted in accordance with Minn. Stat. § 181.943 (2013), as amended. Family members covered by Minn. Stat. § 181.943 (2013) include minor and adult children, a spouse, sibling, parent, grandparent, or stepparent. Any amendments to the definition of family members covered by Minn. Stat. § 181.943 (2013) shall be incorporated into the Master Agreement upon the effective date of the amendment.

**Section 7. Bereavement Leave**:

Subd. 1. Leave will be granted to each full-time or part-time teacher upon the death of the teacher's spouse, children, parent or other relative. The amount of leave to be granted shall be at the discretion of the Superintendent. Leave days used under this subdivision shall be deducted from a teacher's accumulated sick leave.

Subd. 2. One day of leave will be granted to each full-time or part-time teacher upon the death of any person not covered in Subd. 1 above. Additional leave may be granted at the discretion of the Superintendent.

**Section 8. Leave for Jury Duty**: Leave will be granted to teachers who are asked to serve on jury duty. No deductions in salary will be made, but teachers are required to reimburse the School District the salary received from jury duty. Travel expenses received in connection with jury duty shall remain with the teacher.

**Section 9. Military Leave**: Military leave shall be granted pursuant to state law.

**Section 10. Professional Leave**: Leave may be granted for teachers to participate in educational conferences, visit other schools, etc. No deduction in salary will be made. Such leave may be granted only when the benefits of such leave are for the School District and its students and may not be used for the business of the Exclusive Representative.

Teachers may submit a request for professional leave to the supervising administrator or the appropriate staff development committee. The staff development committee may recommend approval of the request. The supervising administrator must approve the teacher's absence and authorize payment to the substitute teacher, if any. All normal and customary expenses incurred shall be paid by the School District upon prior written approval of the teacher's supervising administrator.

If the request for professional leave is denied, the teacher has the right to use annual leave to attend professional activities or workshops. Professional leave will not be deducted from sick leave.

**Section 11. Child Adoption/Legal Guardianship Leave**: Up to two-hundred forty (240) hours of leave shall be granted for the purpose of child adoption or assuming legal guardianship. Leave granted under this Section will be deducted from the teacher's accumulated sick leave.

**Section 12. Sabbatical Leave**:

Subd. 1. A sabbatical leave may be granted to full-time teachers in the School District for the purpose of professional improvement subject to the conditions established by the School Board and subject and pursuant to Minn. Stat. § 122A.49. Sabbatical leave is not a right but a privilege which may be granted by the School Board. Sabbatical leave may be granted to teachers who have demonstrated by their performance and their application for sabbatical leave that such experience would enable them to make a contribution to the improvement of the instructional program of the School District.

Subd. 2. To be eligible for sabbatical leave, a teacher must have been continuously employed at least six (6) years in the School District or at least four (4) continuous years in the School District plus four or more years in another school district.

Subd. 3. Sabbatical leave for study shall be limited to a teacher centering such study in that teacher's area of employment in the School District and shall not be used for retraining in a new area unless at the written request of the School Board.

Subd. 4. The proposed program of study must be approved in advance by the Superintendent of Schools and the School Board.

Subd. 5. Applications for sabbatical leave shall be submitted in writing to the Superintendent at the earliest possible date, but in no case shall this be after April 1st of the year preceding the school year in which the leave is sought.

Subd. 6. The number of teachers on sabbatical leave shall be limited to two (2) teachers in any one year. The granting of a sabbatical leave, however, is purely within the discretion of the School Board. The School District reserves the right to refuse to grant any and all sabbatical leaves, for financial or other reasons if, in the judgment of the School Board, such leaves should not be granted.

Subd. 7. The allowance granted to a teacher on sabbatical leave shall be the difference between basic contract salary (not including any extracurricular pay) of the teacher for the school term for which the application for the sabbatical leave is made and the annual salary of the teacher's replacement. The applicant for sabbatical leave shall be informed of the amount of the allowance by June 1st of the year preceding the school year in which the leave is sought. A teacher who is approved for sabbatical leave shall continue to receive District contributions towards health insurance coverage, as defined in Article X, Group Insurance, during the leave of absence. A teacher must be enrolled in and covered under district sponsored health insurance coverage at the time of application for sabbatical leave.

Subd. 8. A teacher receiving a sabbatical leave of absence must agree in writing to return to the School District for at least two (2) consecutive years of service after

completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete two (2) years of service with the School District shall refund, on a pro rata basis, those monies received from the School District for sabbatical leave. Said monies shall be due and payable to the School District forthwith upon the cessation of employment in the School District.

Subd. 9. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details of the program.

Subd. 10. If, in its discretion, the School Board grants a sabbatical leave, it may be contingent upon the ability of the School District to secure a satisfactory substitute.

Subd. 11. Sabbatical leave shall not exceed one contract year and shall be awarded not more than once to any teacher in the School District.

Subd. 12. The School District reserves the right to rescind a sabbatical leave approval in the event of an emergency. Teachers reserve the right to withdraw their requests for sabbatical leave within one week after having received written notification of the amount of their sabbatical leave allowance.

Subd. 13. Upon satisfactory completion of a sabbatical leave, the teacher shall be assigned to the previous teaching position or an equivalent position.

Subd. 14. A teacher on sabbatical leave shall retain such number of sick leave days and other accrued benefits which the teacher has accrued, if any, at the time the teacher went on sabbatical leave, for use upon the teacher's return pursuant to the sick leave provision of this Contract. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave.

Subd. 15. A teacher who returns from a sabbatical leave shall advance to the next step on the salary schedule.

**Section 13. Long-Term Leave**: A long-term leave of absence without pay or fringe benefits, of up to five (5) years may be granted to a teacher at the sole and unlimited discretion of the School Board. The length of the long-term leave shall not, however, exceed the number of years the teacher has served in the School District. The beginning and ending dates of such leave shall coincide with the beginning of the semesters of the school year. On or before January 1, the School District will send the teacher a letter notifying them of the February 1 deadline, with a copy to the association. A teacher intending to return from a long-term leave at the start of a semester during the next school year must notify the district in writing by February 1 of either confirmation of or a request to change the date of their return or they shall forfeit their reinstatement rights and shall be considered to have resigned.

The leave may be used for the purpose of engaging in study at an accredited college or university in the field of the teacher's present assignment in the School District or closely associated to this assignment, foreign or military teaching programs, the Peace Corps, or Job

Corps as a full-time participant in such program, work program related to a teacher's professional position, election to office in a teacher organization or election to public office.

Upon expiration of the leave of absence, a continuing contract teacher shall be returned to the same or an equivalent contractual position, and the continuing contract shall remain in effect. Probationary teachers may be returned to an equivalent contractual position only if a vacancy exists. In the event no vacancy exists, the teacher may elect to remain on leave. For purposes of this section, a vacancy will be deemed to exist when a long-term substitute has replaced the teacher on leave.

Any teacher on long-term leave of absence shall retain all seniority, salary and fringe benefits that the teacher had accrued prior to taking the long-term leave of absence. This leave shall not normally be granted for the purpose of accepting employment in another school district.

The teacher on leave under this section shall be entitled to maintain participation in group insurance programs, if acceptable to the carrier or carriers, provided the teacher arranges with the business office for the payment of the premium.

A discretionary decision by the School Board to deny a request for a long-term leave of absence under this section shall not be subject to the grievance procedure. Denial of a request for a long-term leave of absence shall be accompanied by written reason(s) for denial.

**Section 14. Association Leave**: During the term of this contract, the Association shall be credited with four hundred (400) hours to be used at the discretion of the Association for the purpose of conducting its duties as Exclusive Representative, including negotiations, mediation and Association business outside of the School District. Unused days shall not accumulate from contract to contract. The Association shall reimburse the School District the then prevailing cost of a substitute teacher. When the School District schedules any meetings during the duty day that require the Association to fulfill its duties as Exclusive Representative, the Association shall not be charged.

The Association President shall notify the Superintendent in writing at least two (2) working days before the leave is to be taken. This notification shall include the name(s) of the teacher(s) using the leave and the date(s) of the leave. Upon Association request, the Superintendent is encouraged to grant additional paid leave for Association representatives to attend meetings that are mutually beneficial to the Association and the School District.

**Section 15. Approved Leave**: Time spent on any approved leave under this Article shall count for purposes of computing seniority.

**Section 16. Effect of School Closures:** In the event school is cancelled for a full day on which a teacher was scheduled to use leave as provided in Sections 1, 5, 6, 7, and 14, such day will not be deducted from the teacher’s leave allowance, provided that a substitute teacher was not paid for the day.

**Section 17. Paternity Leave:** Fathers may take up to eighty (80) hours or ten (10) days of leave within three (3) months of the birth of their child. Leave days granted under this Section will be deducted from the teacher’s accumulated sick leave.

# ARTICLE XII
# PUBLICATION OF CONTRACT

**Section 1. Signed Contracts**: There shall be at least four (4) signed copies of the final Contract for the purpose of record. One (1) is to be retained by the School Board, two (2) by the Association, and one (1) by the Superintendent.

**Section 2. Distribution of Contract**: Copies of this Contract entitled "Contract between Independent School District No. 832 and the Mahtomedi Education Association" shall be presented to all teachers employed. Further, the School District shall furnish twenty-five (25) copies of the Master Contract to the Association for its use.

# ARTICLE XIII
# GRIEVANCE PROCEDURE

**Definitions**:

Grievance: "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any Contract required under Minnesota Statutes § 179A.20, Subd. 4.

Days: "Days" means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes and shall exclude the days of summer vacation.

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

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Small Group of Teachers: "Small Group of Teachers" means a group of five (5) or fewer teachers.

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

**Step I**:

Whenever any teacher or small group of teachers have a grievance, the teacher(s) shall meet on an informal basis with the teacher's or teachers' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred. The teacher(s) may elect to designate the exclusive representative to meet with the teacher or teachers' immediate supervisor at this step. If the grievance is not resolved within twenty (20) days of the first informal meeting, the grievance may be reduced to writing by the Exclusive Representative and served upon the teacher's immediate supervisor. Service must be made within twenty (20) days of the last informal meeting. The District shall, within five (5) days of receipt of the written grievance, serve an answer upon the Exclusive Representative. In the event the Exclusive Representative refuses to process the grievance, the teacher(s) may proceed with the grievance and, if the teacher so chooses, may select a designee as representative.

If the grievance involves and affects more than five (5) teachers, the grievance may be reduced to writing by the Exclusive Representative (or the teachers or their designated representative in the event the Exclusive Representative has declined to proceed with the grievance) and must be served upon the teachers' immediate supervisor(s) within twenty (20) days after the grievance occurred. The District shall, within five (5) days, serve an answer upon the Exclusive Representative (or in the appropriate case, teacher(s) or his/her/their designee).

If the teacher(s) is (are) dissatisfied with the answer, the teacher(s) shall have seven (7) days to submit the grievance to the Superintendent.

**Step II:**

The Superintendent or designee shall meet with the Exclusive Representative (or in the appropriate case, teacher(s) or his/her/their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on, or attached to, the grievance and shall be signed by all parties. If no agreement is reached within twenty (20) days of the first Step II meeting, the Exclusive Representative (or in the appropriate case, teacher(s) or his/her/their designee), and if the Exclusive Representative or teacher(s) or his/her/their designee elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the School Board. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Step III:**

The School Board or a committee thereof shall meet with the designated official of the Exclusive Representative (or in the appropriate case, teacher(s) or his/her/their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of its intention to proceed with the arbitration, within ten (10) days after the first Step III meeting.

**Step IV:**

The District and the teacher representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the District and the teacher representative are unable to agree on the arbitrator, they may request from the Bureau of Mediation Services a list of arbitrators. The parties shall alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for the arbitrator's fee and necessary expenses.

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

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated

thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

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

a. The number of teachers equal to the number of persons participating in the grievance proceeding on behalf of the School District; or

b. If the number of persons participating on behalf of the School District is less than three (3), three (3) teachers may still participate in the proceedings without loss of wages.

The parties, by mutual agreement, may waive any step and extend any time in a grievance procedure. However, failure to adhere to time limits may result in a forfeit of the grievance, or, in the case of the District, will result in the grievance being automatically moved to the next step in the procedure.

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

## ARTICLE XIV
## RETIREMENT

**Section 1. Severance Pay**:

Subd. 1. Full-time teachers who are at least fifty (50) years of age or have completed twenty (20) years of professional service in the appropriate unit in the School District shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

Subd. 2. This Article shall apply only to teachers whose services have been full-time, as defined by this Contract.

Subd. 3. Full-time teachers shall accumulate ten (10) days of credit for each full year of actual teaching in the School District up to a maximum of a year's salary as determined by salary schedule placement, including longevity. Such amount shall be diminished by the School District's contributions to the individual teacher's matching tax deferred account, as provided in Section 3 of this Article.

Subd. 4. In applying these provisions, a teacher's daily rate of pay shall be the basic rate on the teacher's last day of actual service as provided in the basic salary schedule, including longevity, for the basic school year, and shall not include any

additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 5. Severance pay shall be paid by the School District in one (1) lump sum. If a teacher dies subsequent to the last teacher duty day but prior to receiving severance pay, such payment shall be made to the teacher's estate.

a. Maximum: The amount payable by the School District pursuant to this Article in each fiscal year shall be $90,000, plus the unspent amount from the preceding fiscal year, which shall not be added to the base. If the severance pay claims made in a single fiscal year exceed $90,000, then any unspent amount from the preceding fiscal year shall be utilized. Eligible teachers will be allowed to retire in any given year; but, if the School District's potential payment is more than the limit stipulated in this Contract, only the limited amount will be paid in that given fiscal year. The balance will be paid at the beginning of the following fiscal year.

1) A pool of teachers eligible for severance will be established from those teachers who submit a letter of resignation to the Superintendent on or before June 1 of the year preceding retirement. Any person submitting a letter of resignation after June 1 in any year will be deferred for retirement severance pay purposes until the second fiscal year following resignation. This deferral shall not count as one (1) of the five (5) years in 3) below.

2) If, on June 1 in any given year, more severance requests are received than the amount established for severance pay, each retiree will receive a pro-rata portion of the retirement pool.

3) In the event the amounts to be paid to teachers in any fiscal year exceed the maximum allocated for that fiscal year, unpaid amounts shall carry over to the next fiscal year and be paid pro rata until each teacher is paid or the limit of the severance fund is reached, whichever occurs first. This includes any teachers deferred to the following year. This process shall continue until each teacher has been paid his/her full severance pay over a series of fiscal years. However, no teacher shall be prorated over more than five (5) fiscal years. Thus, in the fifth year a teacher may receive more or less than a pro-rata share.

b. Payment: Upon separation of employment, one hundred percent (100%) of an eligible teacher's severance pay shall be paid on or before June 30 to the teacher’s post-retirement health care savings account. Opt out waivers shall be available in accordance with the plan documents.

Subd. 6. Severance pay shall not be granted to a teacher whose employment is terminated pursuant to Minn. Stat. § 122A.40.

Subd. 7. A teacher electing retirement under this Article shall be entitled to continue as a member of the group for insurance purposes in accordance with Minn. Stat. § 471.61. The teacher shall pay the full premium for any coverage elected but will not be required to pay an additional two (2) percent administrative fee, unless required by law.

Subd. 8. This section shall apply only to teachers whose first day of actual service in the School District was prior to July 1, 1988.

**Section 2. Tax Deferred Plan I**: The School District will increase the salary of each teacher on Step 5 and beyond by the amount listed below, for the purpose of purchasing a tax deferred plan in accordance with the School District's plan documents. If a teacher does not desire to purchase a tax deferred plan, the amount listed below will be forfeited. The School District shall make a contribution only if the teacher remains enrolled in the tax deferred plan program for the entire school year. Part-time teachers' contributions shall be prorated based upon the amount of time served; however, part-time teachers who do not serve one hundred five (105) days in the school year shall not be eligible for a contribution.

| Degree Status | Amount |
|---|---|
| BA | $85.00 each |
| BA+15 | $85.00 each |
| BA+30 | $95.00 each |
| BA+45 | $95.00 each |
| MA | $105.00 each |
| MA+20 | $110.00 each |
| MA+40 | $115.00 each |

Selection and performance of a tax deferred plan is solely the responsibility of the teacher. This section shall sunset effective June 30, 2004, for teachers hired on or after July 1, 1988.

**Section 3. Tax Deferred Plan II**:

Subd. 1. The School District will contribute 3.275 percent of gross salary per pay period to a tax-deferred matching contribution plan, as permitted by Minn. Stat. § 356.24, for each teacher, provided that:

a. The teacher has taught at least two (2) years in the School District. For purposes of this section, teachers who teach ninety (90) days or more per year will be deemed to have taught one (1) year in the School District.

b. The teacher has also authorized at least a 3.275 percent of gross salary deduction per pay period thereafter payable to the plan.

c. A teacher shall notify the School District in writing on the School District authorized form no later than October 1 of his/her intention to participate

in this tax deferred plan. Upon receipt of such form, contributions shall be effective with the next accessible paycheck. Such participation shall continue from year to year unless the teacher notifies the School District to the contrary.

d. All percentage amounts referred to in this subdivision are subject to statutory limitations.

e. Rehired retired teachers shall not be eligible for School District contributions pursuant to this Section.

Subd. 2. For purposes of this Section, a teacher's salary is defined as salary schedule placement, including longevity, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

**Section 4. Rehired Retired Teachers:**

Subd. 1. Continuing Contract Rights: If a teacher who retired from the School District is rehired, the offer of an individual contract shall be contingent upon the teacher waiving his/her continuing contract rights under Minn. Stat. § 122A.40.

Subd. 2. Duration of Employment: Teachers who retired from the School District may not receive a contract for a duration of greater than two (2) years.

Subd. 3. Placement on Salary Schedule: Vertical and horizontal placement of a rehired retired teacher on the salary schedule will be pursuant to Article VIII, Section 3, Subd. 1 and 2.

Subd. 4. Longevity: Rehired retired teachers shall not be eligible for longevity pursuant to Article VIII, Section 4.

Subd. 5. 403(b) Contributions: Rehired retired teachers shall not be eligible for School District contributions pursuant to Article XIV, Section 3.

## ARTICLE XV
## UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

**Section 1**: This Article has been agreed upon by the School District and the Association pursuant to the provisions of Minn. Stat. § 122A.40, Subd. 10, and 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. Accordingly, the provisions of Minn. Stat. § 122A.40, Subd. 11, shall not be applicable to any teacher employed by the School District.

**Section 2. Definitions**:

Subd. 1. For the purposes of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. "Teacher" shall be defined pursuant to the provisions of Minn. Stat. § 122A.40.

Subd. 3. "Qualified" shall mean a teacher who is licensed in the subject matter category and has taught in that area of licensure in the School District or has, within the last ten (10) year period, completed nine (9) quarter hours of credit in that area of licensure. Such credits shall be earned pursuant to Article VIII, Section 3, Subd. 2c, and recorded in the teacher's personnel file at the time a transcript is delivered to the Human Resource Department. In order for such credits to be considered in determining whether a teacher is "qualified", the transcript must be received by the Human Resources Department by May 15, 2010, and by February 1 in subsequent years. A principal or licensed supervisor shall be deemed to be "qualified" in such principal's or supervisor's area(s) of licensure provided that such principal or supervisor has completed nine (9) quarter hours in the area(s) of licensure within the last ten (10) years.

M-Comp career ladder positions are subject to the specific qualifications and selection procedure outlined in the additional compensation MOU and are not subject to bumping and/or reinstatement on the basis of seniority**.**

Subd. 4. "Subject Matter" shall mean areas in which a teacher holds a license issued by the Minnesota Department of Education. Only those licenses actually received by the Superintendent's office or verified at the Minnesota Department of Education, Personnel Licensing Section, for filing by February 1 of each year shall be considered for purposes of determining layoff with areas of licensure for the following school year.

Subd. 5. "Seniority" means the total accumulated service in the School District during the regular school year (including approved leaves, but excluding summer sessions, extended employment, etc.) by a teacher commencing with the first day of actual service in the School District. "Less than full-time teachers" shall accrue seniority on a pro-rata basis in their existing assignment. Probationary teachers shall not have the protection of this unrequested leave provision. Effective July 1, 1995, and thereafter, part-time service, approved leaves of absence and full-time service shall be treated identically for determining seniority.

Subd. 6. "School Board" means the local governing board of the School District.

**Section 3. Unrequested Leave of Absence**:

Subd. 1. The School District may place on unrequested leave of absence for a period not to exceed two (2) 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 caused by consolidation with another district or districts. In the case of teachers employed full-time in the School District for seven (7) or more years, the length of the unrequested leave shall be as provided by statute but not to exceed five (5) years from the effective date of layoff. 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.

The requirement to realign teachers as articulated in the Strand Minnesota Appellate Court decisions shall not be applied in the administration of this Article. The School District shall not be required to transfer a senior teacher to a different assignment involving another area of licensure in order to accommodate the seniority claim of a less senior teacher during the process of layoff and recall.

Teachers will not be allowed to bump into an M-Comp career ladder position.

Subd. 2. Teachers to be placed or who may be placed on unrequested leave of absence shall be entitled to the notice and hearing rights specified in Minn. Stat. § 122A.40.

Subd. 3. Teachers shall be placed on unrequested leave in inverse order of seniority in the field(s) in which they are qualified as defined in Subd. 3, of Section 2 above. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same area of licensure. No teacher shall be placed on unrequested leave if there is any other teacher who is qualified in the subject area and is:

a. employed on temporary approval by the Minnesota Department of Education,

b. a holder of a limited license, or

c. a probationary teacher.

Subd. 4. The provisions herein shall not apply if it will result in any violation of the School District's Affirmative Action Program, which shall include ethnicity, race, color or sex; and any person employed in an Affirmative Action Program may be retained in the same field of subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such Affirmative Action Program.

Subd. 5. If there is identical seniority, then the teacher(s) with fewer total years of teaching in public or private schools shall be terminated first. If there are teachers with identical seniority who have the same total years of teaching in public or private schools, then the teacher(s) on a lower lane or lanes of the salary schedule shall be terminated first. If, after the application of the above criteria, there is still a tie, the teacher(s) to be placed on unrequested leave shall be the teacher(s) with the higher state file folder number(s).

Subd. 6. It is assumed that a teacher to be placed on unrequested leave will exercise the right to displace a teacher lower on the seniority list who is employed in a position for which both are qualified (as defined in Subd. 3, Section 2 above), unless such teacher notifies the Superintendent in writing that the teacher does not intend to exercise this right.

**Section 4. Status While On Leave**: Any teacher placed on unrequested leave of absence shall remain eligible for all teacher benefit plans, but must pay the entire premium during the period of such leave. 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 the Unemployment Compensation Act for such compensation. 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. A teacher shall accrue additional seniority credit for the time spent on unrequested leave.

**Section 5. Reinstatement**:

Subd. 1. No new teachers shall be employed by the School District while any qualified teacher in the same area of licensure is on unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated in a position from which they have been given leave or any other available positions in their area or areas of licensure. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave. However, no teacher has the right to be reinstated to a M-Comp position.

Subd. 2. When placed on unrequested leave, teachers shall file their names and addresses with the School District personnel office to which any notice of reinstatement or availability of position should be mailed. Notice of any applicable vacancies shall be sent to all qualified teachers by registered mail, and it shall be the responsibility of each teacher, upon date of postal notice, to respond to the School District within a thirty (30) day period if the teacher wishes to accept the position. The senior qualified teacher indicating willingness to accept the position shall be offered a contract. Failure of a notice to reach a teacher on unrequested leave shall not be the responsibility of the School District if the notice has been mailed as provided herein.

Failure to reply in writing within such thirty (30) day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. The School District shall also be free to fill any position on an emergency basis pending completion of the reinstatement procedure.

Subd. 3. Reinstatement rights shall automatically cease two (2) years from the date unrequested leave was commenced; no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher or, in the case of teachers employed fulltime in the School District for seven (7) or more years, the reinstatement rights shall cease according to statutes, but not more than five (5) years from the effective date of the layoff.

**Section 6. Establishment of a Seniority List**:

Subd. 1. By November 1 of each year, or as soon thereafter as practicable, the School District shall cause a seniority list (by name, amount of seniority, licensure, qualification in certain areas, total years of service in teaching and salary lane placement) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the School District and forward twenty (20) copies to the Association.

Subd. 2. Any teacher 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

twenty (20) working days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd. 3. Within twenty (20) working days thereafter, the School District shall evaluate any and all written communications regarding the order of seniority contained in said list and may make appropriate changes. A final seniority list shall thereupon be prepared by the School District. A list reflecting any changes or updates shall be posted on February 1 of each year. Any teacher may challenge the final seniority list so prepared by filing a grievance. In the absence of a grievance filed within twenty (20) working days from the date of posting of the amended list, the posted seniority list will be conclusively deemed to be correct. 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, other cessation of services, new teachers or lane changes. Such yearly revised list shall govern the application of the unrequested leave of absence Article until thereafter revised.

**Section 7. Effect**: This Article shall be effective at the beginning date of this Contract and shall govern all unrequested leaves until a new Contract between the School District and the Exclusive Representative is officially signed and ratified. Licensed employees, other than members of the teachers' appropriate unit, shall be entitled to exercise seniority privileges to displace teachers in the appropriate unit; but members of the teachers' unit may not exercise seniority privileges to displace other licensed employees who are not members of the appropriate unit.

In the event agreement is not reached between the Mahtomedi School Board and the Exclusive Representative regarding an unrequested leave of absence provision for the 2013-15 Master Contract, the provisions of Minn. Stat. § 122A.40, Subd. 11, shall be applicable.

# ARTICLE XVI
## DISCIPLINE AND SUSPENSION

**Section 1. Discipline:**

Subd. 1. Purpose: Disciplinary action shall be imposed on teachers only for just cause.

Subd. 2. Disciplinary Action: Discipline may include, but is not limited to, the following, but not necessarily in this order:

a. Oral reprimand, or

b. Written reprimand, or

c. Suspension, or

d. Discharge.

Subd. 3. Association Representation: The School District, or designee, shall not meet with a teacher for the purpose of discipline without first offering the teacher an opportunity for Association representation.

Subd. 4. Personnel Files: All materials related to performance evaluation and/or discipline may be placed in the teacher's personnel file pursuant to Article V, Section 9, Subd. 2.

Subd. 5. Dropping a License: Teachers may not drop a teaching license they held at the time they were hired without the superintendent's prior written approval if they have taught in that licensure area in the School District in the last seven (7) years. Violation of this provision shall be deemed to be insubordination and grounds for termination of the teacher's individual contract under Minn. Stat. § 122A.40.

**Section 2. Suspension Without Pay:** A teacher may be suspended without pay for just cause. Any such suspension is subject to the grievance procedure.

Subd. 1. Notice and Hearing: Notice of intention to suspend shall be sent by the Superintendent of Schools to the teacher, with a copy to the Association. The notice shall contain a statement of the grounds of the proposed suspension together with a statement that the teacher may make a written request for a hearing before the School Board to review the proposed suspension within five (5) days after receipt of the notification. The grounds for suspension must be for acts of omission related to the teacher's total job assignment. If such hearing is requested by the teacher, the hearing shall be held within thirty (30) days of the teacher's request for such hearing. If no hearing is requested within such five (5) day period, it shall be deemed acquiescence by the teacher to the suspension. If, after a hearing before the School Board, the suspension is sustained, the teacher shall have the right to invoke the grievance procedure set forth in the Contract at the arbitration level, provided notice requesting arbitration is received by the Superintendent within five (5) days after receipt of the School Board's decision following the hearing.

Subd. 2. Effective Date: The suspension shall take effect upon acquiescence of the teacher or after all administrative remedies, including arbitration, have been exhausted. The suspension shall be effective for the dates provided in the original notice or as modified by the School Board or arbitrator, but shall not exceed a period of ten (10) teaching days.

## ARTICLE XVII
## NO STRIKE PROVISION

The parties recognize that their first obligation during the term of this Contract is to see that the students of the School District receive continuous and uninterrupted delivery of instructional services. Accordingly, the Exclusive Representative agrees that, during the term of this Contract, neither it nor any of its members shall engage in any strike, either on behalf of the Exclusive Representative, or in support of a strike of any other group of School District employees.

# ARTICLE XVIII
# EARLY CHILDHOOD EDUCATION

**Section 1. Definition:** According to Minn. Stat. § 122A.26, subd. 2 (2013), a license that is required for an instructor in a Community Education Program shall not be construed to bring an individual within the definition of a teacher for the purpose of the continuing contract law. This Article shall apply to all ECFE and preschool teachers, who shall be referred to in this article as ECE teachers.

**Section 2. Duty Day/Duty Year:** Each ECE teacher shall be assigned their number of duty days and hours of work each school year by the School District, which are subject to change during the school year based on enrollment, funding, and other factors.

**Section 3. Early Childhood Education Preparation Time:** Prior to the commencement of the school year, the district shall meet with each ECE teacher to discuss and plan preparation time for the year. Full day MAP teachers will be provided at least ninety (90) minutes of preparation time daily.

**Section 4. Holidays:**

Subd. 1. The following seven (7) holidays shall be included in ECE teachers' work year and shall be recognized holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.

Subd. 2. To be paid for holiday, and ECE teacher must be on paid status their duty day before and after the holiday.

Subd. 3. Full time ECE teachers shall be paid for eight (8) hours for each of the seven (7) holidays listed in Subd. 1. Part time ECE teachers shall be paid pro-rata based upon their FTE for the holidays listed in Subd 1.

Subd. 4. ECE teachers working less than the entire school year will be paid for holidays that fall within their contracted period.

Subd. 5. ECE teachers taking an unpaid leave of absence will not be paid for holidays that fall within their unpaid leave period.

**Section 5. Hourly Rate of Pay**:

| | 2017-2018 | 2018-2019 |
|---|---|---|
| Step 1 | $27.02 | $27.43 |

| | | |
|---|---|---|
| Step 2 | $27.97 | $28.39 |
| Step 3 | $28.52 | $28.95 |
| Step 4 | $29.07 | $29.51 |
| Step 5 | $29.62 | $30.06 |
| Step 6 | $30.17 | $30.62 |
| Step 7 | $30.71 | $31.17 |
| Step 8 | $31.26 | $31.73 |

**Section 6. Probationary Period:** The probationary period for an ECE teacher shall be two (2) consecutive school years of continuous service. Upon completion of the probationary period, an ECE teacher may be disciplined, suspended, or discharged only for just cause subject to Article XVI, Discipline and Suspension and Article XIII, Grievance Procedure.

**Section 7: Seniority:**

Subd.1 – Unrequested Leave: Article XV, Unrequested Leave and Seniority Policy, shall not apply to ECE teachers. ECE teachers shall not accrue seniority on the K-12 seniority list and may not bump a K-12 teacher. K-12 teachers shall not bump an ECE teacher.

Subd.2 – Seniority List: Separate seniority lists shall be maintained for the ECFE teachers and MAP. Seniority shall be defined as the date of which an ECFE and MAP teacher is hired as a regularly scheduled ECE teacher.

Subd.3 – Reduction In Force: When it is necessary to reduce the number of ECE teachers, layoff shall occur in inverse order of seniority. The School District may layoff an ECE teacher out of seniority order if it is necessary to do so to preserve the integrity of the program.

**Section 8. Annual Leave:** Each ECE teacher will be granted pro-rated annual leave. Annual leave must be used in no less than one hour increments.

**Section 9. 403(b) Match:** Effective with the 2018-19 school year, ECE teachers who have taught at least two (2) years in the School District and who work an average of thirty (30) hours per week and a minimum of one thousand twenty (1020) hours per year will be eligible to participate in the Tax Deferred Plan II set forth in Article XIV, Section 3.

**Section 10. Exclusions:** The following provisions of the Master Agreement do not apply to ECE teachers:

Article V. Teacher and Association Rights

Section 11. Job Sharing

Article VI. School Year

Article VII. Hours of Service

Section 3. Extended Family Leave

Section 12. Sabbatical Leave

Section 13. Long-Term Leave~~s~~

Article XIV. Unrequested Leave and Seniority

## ARTICLE XIX
## DURATION

**Section 1. Terms and Reopening Negotiations**: This Contract shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Contract commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations prior to March 1, 2019.

**Section 2. Effect**: This Contract constitutes the full and complete Contract between the School District and the Mahtomedi Education Association 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 and regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Severability**: The provisions of this Contract shall be severable, and if any provisions thereof, or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof. The parties will meet and negotiate in a good faith effort to provide a possible substitution for the invalidated provision of the Master Contract.

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

| FOR: | FOR: |
| --- | --- |
| MAHTOMEDI EDUCATION ASSOCIATION | INDEPENDENT SCHOOL DISTRICT NO. 832 |
| _____ | _____ |
| President | Chair |
| _____ | _____ |
| Negotiations Chair | Clerk |
| Dated: _____ | Dated: _____ |

## APPENDIX A
## Licensed Teacher Salary Schedule
## 2017-18

| | BA | BA+15 | BA+30 | BA+45 | MA | MA+20 | MA+40 |
|---|---|---|---|---|---|---|---|
| Step 1 | 39,197 | 40,763 | 42,333 | 43,507 | 44,684 | 46,254 | 47,818 |
| Step 2 | 41,030 | 42,729 | 44,429 | 45,823 | 46,900 | 48,648 | 50,368 |
| Step 3 | 42,868 | 44,697 | 46,528 | 48,137 | 49,243 | 51,044 | 52,927 |
| Step 4 | 44,705 | 46,662 | 48,624 | 50,452 | 51,518 | 53,440 | 55,478 |
| Step 5 | 46,537 | 48,629 | 50,720 | 52,763 | 53,798 | 55,836 | 58,033 |
| Step 6 | 48,375 | 50,594 | 52,812 | 55,080 | 56,077 | 58,233 | 60,583 |
| Step 7 | 50,207 | 52,559 | 54,910 | 57,395 | 58,358 | 60,630 | 63,138 |
| Step 8 | 52,043 | 54,527 | 57,006 | 59,706 | 60,635 | 63,027 | 65,693 |
| Step 9 | 53,877 | 56,491 | 59,102 | 62,024 | 62,915 | 65,423 | 68,246 |
| Step 10 | 55,711 | 58,458 | 61,198 | 64,339 | 65,193 | 67,819 | 70,797 |
| Step 11 | | | | | 67,471 | 70,215 | 73,352 |

# APPENDIX B
## Licensed Teacher Salary Schedule
## 2018-19

| | BA | BA+15 | BA+30 | BA+45 | MA | MA+20 | MA+40 |
|---|---|---|---|---|---|---|---|
| Step 1 | 39,785 | 41,374 | 42,968 | 44,160 | 45,354 | 46,948 | 48,535 |
| Step 2 | 41,645 | 43,370 | 45,095 | 46,510 | 47,604 | 49,378 | 51,124 |
| Step 3 | 43,511 | 45,367 | 47,226 | 48,859 | 49,982 | 51,810 | 53,721 |
| Step 4 | 45,376 | 47,362 | 49,353 | 51,209 | 52,291 | 54,242 | 56,310 |
| Step 5 | 47,235 | 49,358 | 51,481 | 53,554 | 54,605 | 56,674 | 58,903 |
| Step 6 | 49,101 | 51,353 | 53,604 | 55,906 | 56,918 | 59,106 | 61,492 |
| Step 7 | 50,960 | 53,347 | 55,734 | 58,256 | 59,233 | 61,539 | 64,085 |
| Step 8 | 52,824 | 55,345 | 57,861 | 60,602 | 61,545 | 63,972 | 66,678 |
| Step 9 | 54,685 | 57,338 | 59,989 | 62,954 | 63,859 | 66,404 | 69,270 |
| Step 10 | 56,547 | 59,335 | 62,116 | 65,304 | 66,171 | 68,836 | 71,859 |
| Step 11 | | | | | 68,483 | 71,268 | 74,452 |

# APPENDIX C
## Student Activities - Athletic

| **Head Coaches** | **2017-18** | **2018-19** |
|---|---|---|
| Basketball – Boys | 7,104 | 7,104 |
| Basketball – Girls | 7,104 | 7,104 |
| Football | 7,104 | 7,104 |
| Gymnastics | 7,104 | 7,104 |
| Hockey – Boys | 7,104 | 7,104 |
| Hockey – Girls | 7,104 | 7,104 |
| Volleyball | 7,104 | 7,104 |
| Wrestling | 7,104 | 7,104 |
| Baseball | 5,874 | 5,874 |
| Cross Country | 5,874 | 5,874 |
| Soccer – Boys | 5,874 | 5,874 |
| Softball | 5,874 | 5,874 |
| Swimming & Diving – Girls | 5,874 | 5,874 |
| Track – Boys | 5,874 | 5,874 |
| Track – Girls | 5,874 | 5,874 |
| Golf – Boys | 4,922 | 4,922 |
| Golf – Girls | 4,922 | 4,922 |
| Lacrosse – Girls | 4,922 | 4,922 |
| Skiing, Alpine | 4,922 | 4,922 |
| Skiing, Nordic | 4,922 | 4,922 |
| Tennis – Boys | 4,922 | 4,922 |
| Tennis – Girls | 4,922 | 4,922 |
| | | |
| **Assistant Coaches** | | |
| Basketball – Boys | 5,193 | 5,193 |
| Basketball – Girls | 5,193 | 5,193 |
| Football | 5,193 | 5,193 |
| Gymnastics | 5,193 | 5,193 |
| Hockey – Boys | 5,193 | 5,193 |
| Hockey – Girls | 5,193 | 5,193 |
| Volleyball | 5,193 | 5,193 |
| Wrestling | 5,193 | 5,193 |
| Baseball | 4,599 | 4,599 |
| Cross Country | 4,599 | 4,599 |
| Soccer – Boys | 4,599 | 4,599 |
| Soccer – Girls | 4,599 | 4,599 |
| Softball | 4,599 | 4,599 |
| Swimming & Diving – Girls | 4,388 | 4,388 |
| | | |
| Track – Boys | 4,388 | 4,388 |
| Track – Boys/Girls | 4,388 | 4,388 |
| Track – Girls | 4,388 | 4,388 |

| | | |
|---|---|---|
| Golf – Boys | 3,674 | 3,674 |
| Golf – Girls | 3,674 | 3,674 |
| Skiing, Alpine | 3,674 | 3,674 |
| Skiing, Nordic | 3,674 | 3,674 |
| Tennis – Boys | 3,674 | 3,674 |
| Tennis – Girls | 3,674 | 3,674 |
| Lacrosse – Girls | 3,674 | 3,674 |
| **B – Squad** | | |
| Basketball – Boys | 5,193 | 5,193 |
| Basketball – Girls | 5,193 | 5,193 |
| Football | 5,193 | 5,193 |
| Hockey – Boys | 5,193 | 5,193 |
| Hockey – Girls | 5,193 | 5,193 |
| Volleyball | 5,193 | 5,193 |
| Baseball | 4,599 | 4,599 |
| Soccer – Boys | 4,599 | 4,599 |
| Soccer – Girls | 4,599 | 4,599 |
| Softball | 4,599 | 4,599 |
| **Ninth Grade** | | |
| Basketball – Boys | 5,193 | 5,193 |
| Basketball – Girls | 5,193 | 5,193 |
| Football | 5,193 | 5,193 |
| Baseball | 4,599 | 4,599 |
| Soccer – Boys | 4,599 | 4,599 |
| Soccer – Girls | 4,599 | 4,599 |
| Softball | 4,599 | 4,599 |
| **Other** | | |
| Diving – Girls | 1,881 | 1,881 |

## APPENDIX C (cont.)
## Student Activities – Academic and Fine Arts

| Position | 2017-18 | 2018-19 |
|---|---|---|
| Choir Director – Elementary | 1,164 | 1,164 |
| Choral Ensemble | 2,328 | 2,328 |
| Dance Line | 3,010 | 3,010 |
| Debate (per season) | 4,133 | 4,133 |
| Destination Imagination | 1,405 | 1,405 |
| Drama Advisor - Middle School | 2,083 | 2,083 |
| Drama Assistant - Middle School | 1,405 | 1,405 |
| Interact Advisor | 1,405 | 1,405 |
| Engineering Club | 1,405 | 1,405 |
| Jazz Band - High School | 2,328 | 2,328 |
| Jazz Band - Middle School | 2,328 | 2,328 |
| Knowledge Bowl Advisor | 1,405 | 1,405 |
| Math League Advisor | 1,405 | 1,405 |
| National Art Honor Society Advisor | 1,894 | 1,894 |
| National Honor Society Advisor | 1,894 | 1,894 |
| Newspaper Advisor - Middle School | 2,891 | 2,891 |
| Newspaper Advisor - High School | 2,891 | 2,891 |
| Pep Band - High School | 4,734 | 4,734 |
| Play, 1 Act – Director | 733 | 733 |
| Play, 1 Act Contest – Director | 1,343 | 1,343 |
| Play, 1 Act Contest - Technical Director | 1,028 | 1,028 |
| Play, Fall 3 Act – Director | 3,220 | 3,220 |
| Play, Fall 3 Act – Assistant | 1,930 | 1,930 |
| Play, Fall 3 Act - Technical Director | 1,930 | 1,930 |
| Play, Musical – Choreographer | 1,611 | 1,611 |
| Play, Musical – Orchestra | 1,611 | 1,611 |
| Play, Musical - Vocal | 1,611 | 1,611 |
| Play, Spring 3 Act - Director | 3,220 | 3,220 |
| Play, Spring 3 Act – Assistant | 1,930 | 1,930 |
| Play, Spring 3 Act - Technical Director | 1,930 | 1,930 |
| Positive Peers | 1,405 | 1,405 |
| Robotics | 3,500 | 3,500 |
| Rocket Club | 1,769 | 1,769 |
| Students Against Destructive Decisions | 1,405 | 1,405 |
| Student Council Advisor - High School | 3,555 | 3,555 |
| Student Council Advisor - Middle School | 2,891 | 2,891 |
| Student Council Advisor - OH Anderson Elementary | 2,127 | 2,127 |
| Yearbook Advisor - High School | 3,555 | 3,555 |
| Yearbook Advisor - Middle School | 2,509 | 2,509 |

| **Per Event** | **2017-18** | **2018-19** |
|---|---|---|
| Performance Fee | 125.56 | 125.56 |
| Supervision Afternoon | 41.25 | 41.25 |
| Supervision Evening | 49.09 | 49.09 |
| Middle School Referee – Interscholastic Sports | 33.49 | 33.49 |
| | | |
| **Other** | | |
| Special Ed Building Coordinator (per year) | 2,348 | 2,348 |
| EIA/ECSE Coordinator | 1,173 | 1,173 |

# APPENDIX D
# Additional Activities Compensation

## I. Definition of Appearances:

An "appearance" or "performance" of the band or choir is defined as a time outside the normal school day at which the band or choir director's presence is required.

The number of band or choir appearances or performances shall be scheduled by the District after consultation with the appropriate teacher on a yearly basis. The schedule shall be submitted to the Superintendent of Schools by the building principal on or before September 15 of each year.

## II. Chaperones, Supervisors, and Athletic Aides:

Teachers who supervise activities that are conducted in the afternoon will be paid $37.60 per event. An "afternoon" activity or event is defined as an event that generally takes place after the teacher's work day and ends before six (6) o'clock p.m.

Teachers supervising evening activities will be paid $44.75 per event. "Evening" activities or events are defined as those that generally take place after six (6) o'clock p.m. These activities would include dance chaperones, musical concert chaperones, concession managers, supervisors for evening athletic events, high school scorers, timers, etc.

In rare cases, a faculty member might qualify for both evening and afternoon activities on the same day, i.e., supervising a group of students who go on a ski trip that starts at three (3) o'clock in the afternoon, and does not return until ten (10) o'clock that same evening.

The payment of both stipends shall not be made to an afternoon supervisor whose activity extends a short period beyond six (6) o'clock p.m.; nor shall both stipends be paid to an evening supervisor whose activity commences a short period before six (6) o'clock p.m.

Middle school referees of interscholastic sports will be paid $30.52 per event.

# APPENDIX E
# Salary Considerations
# for
# Less-Than-Full-Time Teachers

**I. <u>Part-Time Teachers</u>**:

The salary of a part-time teacher will be determined by that teacher's ratio of student contact periods compared to the student contact periods of full-time teachers at that building level.

The amount of time to be spent in the School District is to be determined by multiplying 480 minutes by the same ratio.

**II. <u>Teachers Assigned to Teach at Both the Middle School and High School</u>**:

Any combination of six (6) instructional periods within two secondary buildings shall constitute full-time employment. Direct supervision time may be substituted for a portion of the direct instructional time, and such assignment will still be considered to be full-time.

# Memorandum of Understanding
# on
# Teacher Sick Leave Donation

WHEREAS, the Mahtomedi Education Association ("Association") and Independent School District No. 832 ("School District") have negotiated a collective bargaining agreement for the period of July 1, 2017, through June 30, 2019, ("Master Contract"); and

WHEREAS, the School District and the Association have agreed to implement a teacher Sick Leave Donation program on a trial basis; and

NOW, THEREFORE, the parties agree that the following teacher Sick Leave Donation program will be implemented effective on July 1, 2015:

1. Sick Leave Donation Program.

Purpose

The purpose of the Sick Leave Donation Program is to provide District teachers, who have a catastrophic illness and have exhausted all paid leave alternatives, access to additional sick leave days donated by fellow teachers. This program shall only apply to the employee and shall not be used for a teacher's immediate family member, relatives, etc.

Employees who choose to participate in this program do so voluntarily and neither the procedure, nor the program, is subject to the respective grievance processes defined between the District and the Union.

Recipient Eligibility

An employee will be eligible to receive a **maximum of 160 hours** per school year after ten (10) days of absence due to illness if:

1.) the employee is experiencing a life threatening, catastrophic illness (cancer, heart attack, etc.) that requires the employee to be absent from work for an extended period of time that results in absence from work for at least two weeks or more in duration;
2.) the employee has completed one (1) year of employment and is eligible for leave benefits; and
3.) the employee has exhausted all accrued annual and sick leave hours

**Employees will become ineligible for donated sick leave when they become eligible for other benefit plans such as Long Term Disability or Workers' Compensation.**

Donor Eligibility

1.) Employees who wish to donate sick days must have accumulated at least four hundred (400) hours.
2.) Teachers can donate up to a maximum of forty (40) hours total to a particular employee in any one school year
3.) No other leave types may be donated for the purpose of this program

Procedure

1.) A representative from the Teachers' Union will communicate with members when a situation occurs when a fellow teacher meets the eligibility requirements to receive donated sick days
2.) The teachers union, or the eligible teacher interested in donating sick days, will confirm with Human Resources their accrued balance is at minimum of 400 hours, or 50 accrued sick leave days
3.) Teachers must donate sick leave in full day blocks
4.) The Teachers union will oversee the donation process and submit the sick leave donation form to Human Resources
5.) Human Resources may request additional information from the union regarding the recipient's entitlement to receive donated sick leave
6.) Human Resources will deduct the hours from the respective employee's sick leave account and manually update the recipients sick leave bank with the donated hours

2. Sick Leave Donation Form. The parties agree to use the attached Sick Leave Donation form

3. Duration. This Memorandum of Understanding will expire on June 30, 2019, or upon ratification of the 2019-2021 Master Agreement, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

| | |
|---|---|
| MAHTOMEDI EDUCATION ASSOCIATION | INDEPENDENT SCHOOL DISTRICT NO. 832 |
| _____ | _____ |
| President | Chair |
| | _____ |
| | Clerk |
| Dated: | Dated: |

**Mahtomedi Public Schools**

# Sick Leave Donation Form

I agree to donate sick leave hours, from my accrued sick leave, to the Sick Leave Donation Program. These hours will be donated to an eligible employee who has a catastrophic illness and has exhausted their accrued leave hours.

I understand that the hours I have donated will reduce my sick leave account balance by the number of hours I have donated. I have relinquished the rights to these hours and I understand that **I may not reverse or cancel my donation**.

I understand that this program is strictly voluntary and that neither the procedure, nor the program is subject to the respective grievance processes defined between the district and its various labor unions and I do not hold the District liable for its enforcement.

## Authorization:

I have read and understand the statements above and I currently have 50 days or more of accrued sick leave.

I wish to make the following donation: _____ # of **hours** of sick leave donated
(1 day minimum)

_____
Print Employee Name

_____
Employee Signature

_____
Date

# Memorandum of Understanding
# Between
# Mahtomedi Education Association
# &
# Mahtomedi School District #832

## Health Insurance Premiums for Married Couples

## 2017-2018

WHEREAS, the Mahtomedi Education Association ("Association") and Independent School District No. 832 ("School District") have negotiated a successor collective bargaining agreement for the period of July 1, 2017 through June 30, 2019 ("Master Contract"); and

WHEREAS, Article X, Group Insurance, Section 1 of the Master Contract establishes the District and Teacher portion of both single and family insurance contributions; and

WHEREAS, the Association and the School District mutually agree that married couples in the District shall receive a $23,732 District contribution towards the premium of family health insurance. This agreement is for the 2017-18 school year.

| | |
|---|---|
| _____ | _____ |
| District Signature | Association Signature |
| Date _____ | Date _____ |

# Memorandum of Understanding
# on
# Compensation for Writing Letters of Recommendation

WHEREAS, the Mahtomedi Education Association ("Association") and Independent School District No. 832 ("School District") have negotiated a collective bargaining agreement for the period of July 1, 2017, through June 30, 2019, ("Master Contract"); and

WHEREAS, Teachers currently write letters of recommendation ("Letters") for Mahtomedi High School students; and

WHEREAS, the School District has determined a minimum set of expectations and criteria for the content of such Letters; and

WHEREAS, both the School District and the Association recognize the importance of these Letters, as well as the time and effort involved on the part of the teachers writing such Letters; and

WHEREAS, the School District and the Association have agreed to implement a program providing compensation for drafting such Letters on a trial basis; and

NOW, THEREFORE, the parties agree as follows:

1. Compensation for Writing Letters of Recommendation. The School District agrees to pay $110.00 to teachers writing ten (10) Letters, and agrees to pay $220.00 to teachers writing twenty (20) Letters. There shall be no pro-rated payment (e.g., less than ten (10) Letters, or between ten (10) and twenty (20) Letters). Alternatively, in lieu of the above-referenced payment, teachers may request a substitute for one (1) full day in order to write ten (10) Letters, or may request a substitute for two (2) full days in order to write twenty (20) Letters. Teachers requesting a substitute shall submit a list of students for whom Letters will written to the High School Principal at the time of the request. No additional compensation or substitute shall be allowed for any Letters in excess of twenty (20).

2. Minimum Expectations and Criteria for Letters of Recommendation. In order to qualify for compensation or a substitute teacher under the terms of this agreement, all Letters must conform to the attached expectations and criteria, as determined solely by the District. This determination shall not be subject to the grievance procedures set forth in the Master Contract.

3. Letters to be Kept on File. A copy of all letters written under the terms of this Memorandum of Understanding must be sent to the High School Principal, and shall be kept on file and stored in a secure file until the end of the school year.

4. Effective Date and Duration. The terms of this Memorandum of Understanding shall be effective for the 2017-18 school year only. This Memorandum of Understanding shall expire at the end of the 2017-2018 school year.

5. Not Precedent Setting. This Memorandum of Understanding shall not be considered precedent setting, shall not constitute a past practice, and cannot be used in any way to interpret the Master Agreement. Nor shall this Memorandum of Understanding be used as evidence, either through arbitration, or other means, or be cited in any arbitration, grievance, hearing, or other proceeding, except for purposes of enforcing this Memorandum of Understanding.

6. Entire Agreement. This Memorandum of Understanding represents the complete and total agreement between the parties regarding this matter. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this Memorandum of Understanding will be valid unless they are in writing and signed by the parties. This Memorandum of Understanding does not constitute a "re-opening" of negotiations or a substantive alteration in terms and conditions negotiated by and between the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

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|---|---|
| MAHTOMEDI EDUCATION ASSOCIATION | INDEPENDENT SCHOOL DISTRICT NO. 832 |
| _____ | _____ |
| President | Chair |
| | _____ |
| | Clerk |
| Dated: | Dated: |