

Collective Bargaining Agreement

between

***South St. Paul Public Schools
Special School District No. 6***

and

***South St. Paul Teachers' Association
Local #861***

Effective July 1, 2019, through June 30, 2021

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the Special School District No. 6, South St. Paul, Minnesota, hereinafter referred to as the School District, and the South St. Paul Teachers' Association, Local #861, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the South St. Paul Teachers' Association, Local #861, as the Exclusive Representative of teachers employed by Special School District No. 6, which Exclusive Representative shall have those rights and responsibilities as prescribed by the PELRA and as described in the provisions of this Agreement.

In no event shall the School District enter into individual agreements, either written or verbal, with individual members or groups of members of the bargaining unit relative to compensation, duties or working conditions without the express knowledge and written consent of the Exclusive Representative. Such written agreement shall be signed by the same positioned officers, for the Exclusive Representative, that ratified this contract.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the teachers of the School District, as defined in this Agreement and in the PELRA.

Section 3. Release Time for Negotiations: When negotiating sessions are scheduled by mutual consent between the Exclusive Representative and the School District or state mediator during school hours, up to seven members of the teachers negotiating team, plus a recorder, will be released from their regular teaching responsibilities for this purpose without any loss of salary. The cost of substitute teachers shall be paid by the Exclusive Representative.

Section 4. Staff Development/Continuing Education Committees: Teacher members of the District and Building Staff Development Committees, and the Continuing Education Committee, shall be appointed by the Exclusive Representative. The District shall work with the Exclusive Representative, through these committees, to provide teachers with opportunities for training relative to the re-licensure requirements established by the Legislature/State Department of Education. Ultimate responsibility for re-licensure remains with the teacher.

Section 5. Exclusive Representative Business Days:

Subd. 1. Number of days: The Exclusive Representative shall be credited with twenty-five (25) days per year to be used by teachers to perform the duties and responsibilities of the Exclusive Representative. Requests shall be initiated by the President of the Exclusive Representative and approved by the superintendent or his/her designee. The cost of substitute teachers shall be paid by the Exclusive Representative.

Subd. 2. Request procedure: A written request specifying the dates and times off shall be filed with the superintendent at least five (5) working days in advance of the date upon which the time off will commence. This notice may be waived by the superintendent or his/her designee.

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 TRA (Teachers Retirement Association) contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of PELRA.

Section 2. Teacher: The term "teacher" shall mean all teachers in the appropriate unit in a position for which the person must be licensed by the State of Minnesota, but excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, and such other employees excluded by law as determined by the Bureau of Mediation Services, as well as principals, assistant principals and administrative assistants to principals who devote more than 50% of their time to administrative or supervisory duties.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, "District/School District" shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Management Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent management policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District subject to the right of the Exclusive Representative to meet and confer as provided in the PELRA.

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

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the teaching and reasonable teaching-related services prescribed by the School District. The parties also recognize the right, obligation and duty of the School District and its duly designated officials to establish reasonable rules, regulations, directives and orders as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

ARTICLE V

TEACHER RIGHTS

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

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

Section 3. Right to Exclusive Representation: Pursuant to PELRA, teachers in an appropriate unit shall have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such teachers.

Section 4. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the Exclusive Representative, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of the properly executed authorization card of the teacher involved, the School District shall deduct in seventeen (17) equal installments, beginning with the second pay period in September, the organizational dues of each teacher and shall immediately forward to the appropriate organization an itemized disbursement for the accumulated deductions authorized for that local organization. Upon written request of a teacher, contributions to Committee on Political Education (COPE) shall be made by payroll deduction on the same deduction schedule as for dues check off. This deduction shall remain in effect continuously unless terminated by the teacher in writing to the appropriate officer.

Section 5. Personnel Files: Pursuant to PELRA, teachers shall have the following rights relating to their personnel files: All evaluations and files generated within a School District relating to each individual teacher shall be available to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.

Subd. 1. Destruction of personnel files: The School District may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure. Expungement proceedings shall be commenced within the time period provided in the collective bargaining agreement for the commencement of a grievance.

ARTICLE VI

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The School District shall establish the calendar and teacher duty days for the coming school year, 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 has determined to conduct school.

Subd. 1. Length of school year: The length of the school year shall consist of 185 duty days for veteran teachers and second-year teachers who have completed their probationary periods; 188 duty days for a probationary teacher, first year of service; 187 duty days for a probationary teacher, second year of service; and 186 duty days for a probationary teacher, third year of service, and for teachers returning from an unrequested leave of absence of one year or more. Not more than 180 days shall be student days.

Subd. 2. First-year teachers: One duty day for first-year teachers may be divided over the course of the school year provided there is advance notice by September 30 and this partial duty day is only scheduled on existing duty days (an exception to this requirement may be made if the School District and the Exclusive Representative agree otherwise).

Subd. 3. Orientation: Orientation for first year teachers will include up to two (2) hours of contract orientation to be provided by the Exclusive Representative.

Subd. 4. Travel Time: If a teacher is required to travel between buildings as part of their regular teaching assignment, a schedule will be developed by the building administrator(s) with input from the teacher.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. Make-up day(s): In the event of a student day or teacher day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the School District shall determine, if any, but in any event not to exceed the number of duty days as provided in Section 1 hereof.

Subd. 2. Change of hours: In the event of an order by authorized federal or state authority, the School District may modify the duty day or duty week to place the School District in compliance with such federal or state order, but with the understanding that the total number of hours 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. Notice to Exclusive Representative: Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling make-up days pursuant to Subd. 1 hereof, the School District shall afford to the Exclusive Representative the opportunity to meet and confer on such matters.

Subd. 4. Flexible work year: By mutual consent of a teacher and the School District, work days may be scheduled throughout the contract year (July 1 through June 30). Consent must be provided in writing by the superintendent or his/her designee.

Section 3. School Calendar: The School District shall provide the Exclusive Representative the opportunity to meet and confer to recommend the calendar of teacher duty days for the following year. Each party shall have a maximum of seven (7) representatives at such meetings.

ARTICLE VII

HOURS OF SERVICE

Section 1. Professional Day: The hours of instruction for students at each building shall be established by the School District. The language of Plan A shall be in effect for all buildings unless: 1) The Exclusive Representative, on behalf of the teachers of a particular building, elects to revert to Plan B, or 2) the School District elects to revert to Plan B on a building or District-wide basis, or 3) a Building Principal, in consultation with the Superintendent, elects to place an individual teacher on Plan B according to the process defined in Attachment B, item K.b.

Plan A. The Professional Day on which salaries shall be based is a period of time that the school is regularly in session for students plus time to plan the day's work, confer with students and parents, attend building meetings, including but not limited to special education IEP meetings, and perform such other duties as are appropriate for teachers. A duty-free lunch period of thirty (30) minutes in accordance with current contract language shall be scheduled for each teacher. Teachers shall, upon notice to the office of the Building Principal, be allowed to leave the building during the duty-free lunch period, except as emergency conditions might otherwise require (See Attachment B Professional Day Clarification).

Plan B. Teacher Contract Day

Subd. 1. Work Day: The basic teacher's day, inclusive of lunch, shall be eight (8) consecutive hours.

Subd. 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational programs of the School District. The specific hours for each building will be designated by the School District.

Subd. 3. Additional Activities: In addition to the basic school day, teachers shall participate in school activities as required by the School District. These duties shall be assigned as equitably as possible, but shall not exceed three (3) activities of three (3) hours each per contract year or be assigned on non-duty days nor the duty day prior to an extended weekend or break.

Subd. 4. Teacher's Professional Day: In accordance with the sections above, it is recognized that every teacher's professional duty day extends beyond student contact time, but not beyond the duty day. This shall include such responsibilities as additional planning and evaluation, consultation with students, faculty and committee meetings, parent conferences, in-service activities, hallway passing and other professional responsibilities of the teacher. It is further recognized that these additional activities are not necessarily accomplished in the building to which the teacher is regularly assigned, and if the teacher leaves the building, it is to be for professional reason.

Section 2. Duty Free Lunch: Teachers shall have a duty free lunch period of at least thirty (30) consecutive minutes per day.

Section 3. Preparation Time: Within the student day, for every 25 minutes of instructional time, a minimum of five (5) minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Teachers shall receive and be paid for preparation time for summer school, homebound and targeted services outside of the duty day or contract year instruction as stated above, and this preparation time may precede and/or follow the student instructional time.

Section 4. Student Contact: A teacher shall not be assigned more than 310 minutes per day of regular student contact time except in those situations when a teacher has a single semester full period obligation assignment but not to average more than 310 minutes over both semesters. Student contact time shall be defined as any time a teacher is designated or assigned by an administrative representative to be in contact with students in an instructional or supervisory capacity.

Section 5. Obligation Period: All full-time secondary teachers shall be responsible for an obligation period in addition to their normal class load. For the teachers on the seven-period day schedule, the obligation period will be one-half class period for the entire year or one full class period for one semester. For the teachers on the five-period or six-period day schedule, the obligation period shall consist of one or two staff meeting(s) per week not to exceed 45 minutes total. This/these meeting(s) can take place before, after, or during the duty day as determined by the administration and union leadership. A teacher who teaches one (1) or more A/B courses or zero hour shall receive scheduling accommodations in the form of reduced supervision, meetings, and/or obligations for each quarter or trimester the course is taught.

ARTICLE VIII

BASIC COMPENSATION

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2019-20 school year and the wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2020-21 school year, subject to the right of the School District to withhold increments for just cause. Teachers shall advance on the salary schedule one (1) step for the 2019-20 school year and teachers shall advance on the salary schedule one (1) step for the 2020-21 school year, subject to the right of the School District as defined in this section to withhold increments for just cause. A salary increment shall not be withheld unless the teacher is notified of the deficiency in writing and given reasonable opportunity to correct such deficiency. An action withholding an increment shall be subject to the grievance procedure.

Section 2. Status of Salary Schedule: If negotiations for a successor contract are not completed at the commencement of the school year following the expiration date of this contract, adjustments shall be made in step position on the salary schedule as currently qualified for pursuant to this agreement. Horizontal lane changes shall also be granted as currently qualified for pursuant to this agreement.

Section 3. Transcript of Credits: A complete and official transcript of credits shall be kept on file in the human resources office throughout the duration of the teacher's service in South St. Paul.

Section 4. Initial Placement on the Salary Schedule: The following rules shall be applicable in determining initial placement of a teacher on the salary schedule.

Subd. 1. Prior experience: Effective January 1, 2018, new teachers will be placed on the salary schedule as agreed upon between the School District and teacher. New teachers shall be allowed up to five (5) years of experience for initial salary schedule placement based on previous teaching or applicable work experience, and may be allowed up to nine (9) provided the years of experience were acquired in the last ten (10) years.

Subd. 2. Continuing teachers: All continuing contract teachers shall be compensated at the same lane and step for which they qualify under this Article. Placement of any teacher elsewhere on the salary schedule shall be done by mutual agreement of the affected teacher, the Exclusive Representative and the School District.

Section 5. Step & Lane Advancement on the Salary Schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the field(s) in which the teacher holds a license as determined by the superintendent or his/her designee. Credits towards an administrative or counseling degree, earned after completion of a master's within their field of study, may also be considered as determined by the superintendent or his/her designee.

Subd. 2. Grade and credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher, or pass on a pass/fail system. Undergraduate credits may be approved as exceptions by the superintendent or his/her designee. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree.

Subd. 3. Earned credits: In order for consideration for advancement on the salary schedule, course work must be taken by the teacher from an accredited college or university, as approved by the State Department of Education. Such course work may be taken in a classroom setting, or other methods as offered by the accredited college. All earned credits will be on a quarter credit basis. The conversion from semester credit to quarter credit is based on the following calculation: semester credits x 1.5 = quarter credits.

Subd. 4. Advanced degree program: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the field(s) in which the teacher holds a license as approved by the superintendent or his/her designee, and the degree program is approved in writing by the superintendent or his/her designee in advance. Credits towards an administrative or counseling degree, earned after completion of a master's, may also be considered as determined by the superintendent or his/her designee.

Subd. 5. Course approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing.

Subd. 6. Special circumstances: Credits earned to acquire a new teaching license shall be applicable to lane changes only when prior written approval is given by the superintendent or his/her designee for special circumstances.

Subd. 7. Effective date: Individual contracts shall only be modified to reflect qualified lane changes twice each year. A contract modification shall be effective at the beginning of the school year provided a petition and official transcript of qualified credits is submitted to the human resources office not later than September 15 of any year. A contract modification shall be effective February 15 provided a petition and an official transcript of qualified credits are submitted to the human resources office not later than January 15 of any year. In the event a transcript is not available prior to September 15 or January 15, other satisfactory evidence of successful course completion will be accepted provided official transcripts are received by the School District within thirty (30) days of the aforementioned dates. Actual payment of the adjusted salary will not be made until official transcripts have been received by the School District.

Subd. 8. Payment of present salary: Changes in rules contained herein relating to the application of credits on the salary schedule shall not be retroactive in application, but shall govern all placement effective with the execution of this Agreement.

Subd. 9. Less than full-time contract: Teachers who are employed on a .5 FTE contract or greater will advance one full step on the salary schedule. Teachers on a contract that is less than .5 FTE will advance on a prorated basis.

Subd. 10. Annual notice of step and lane placement: The School District will provide notice to teachers of step and lane placement, and creditable years of experience for salary schedule placement, no later than the date of the second paycheck for the school year. Any teacher who disagrees with the step or lane placement or creditable years of experience shall have ten (10) work days from the notice date to provide documentation to the human resources office supporting an alternative placement. The director of human resources will review the documentation and make any changes warranted within ten (10) work days of receipt of documentation. Any necessary salary adjustments will be made on the following paycheck and will be retroactive to the start of the school year.

Section 6. Payroll Deduction: Whenever a payroll deduction is necessary for absence without paid leave, 1/190 of the annual salary shall be deducted for each day's absence in accordance with Article XV, Section 2.

Section 7. Long-Term Substitute Teachers: Long-term substitute teachers will be paid on the basis of BA, Step 1, on the salary schedule, at a daily rate of 1/185 of the annual salary. Exceptions to placement may occur for hard to fill teaching positions as defined and approved by the superintendent or his/her designee. A long-term substitute teacher is defined as a teacher who is replacing the same teacher for at least thirty (30) consecutive contract days. Long-term substitute teachers qualify for hospital/medical insurance in accordance with Article XIII, Section 2; sick leave in accordance with Article XIV, Section 1.

Section 8. Limited-Contract Substitute Teachers:

Subd. 1. Definition: Defined as a substitute teacher who is replacing the same teacher for the full school year. For purposes of this section, a full school year shall be a minimum of 160 consecutive contract days within the fiscal year.

Subd. 2. Salary: Effective July 1, 2005, a limited-contract substitute teacher shall be paid in accordance with Article VIII, Section 4.

Subd. 3. Benefits: A limited-contract substitute teacher may qualify for the following benefits in accordance with the Agreement.

Group Insurance – Article XIII, Sections 1-6, 7, 9

Sick Leave – Article XIV, Section 1, Subd. 1-8

Funeral Leave – Article XIV, Section 2

Personal Leave – Article XIV, Section 4

Subd. 4. Seniority: A limited-contract substitute teacher who is hired by the District as a regularly-contracted teacher, without a break in service, shall retain the seniority date from the initial limited contract.

ARTICLE IX

EXTRA COMPENSATION

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract.

Section 2. Extracurricular/Co-curricular Positions:

Subd. 1. ECA Committee:

- a) The standing committee consists of six (6) representatives of the District, and six (6) members chosen by the Exclusive Representative. The District and the Exclusive Representative will each identify a chair to co-facilitate the ECA Committee.
- b) Requests for new ECA positions shall be forwarded to the ECA Committee. The Committee will review and make a recommendation to the Superintendent or designee for consideration. Upon approval, new positions will be placed on the appropriate Schedule C.
- c) The ECA Committee shall review existing ECA positions and make recommendations to the Teacher Negotiations Committee as to the need for the continuation of the position, or the appropriate placement of the position on Schedule C as necessary.

Subd. 2. Reappointment to positions: An extracurricular/co-curricular coach/advisor who does not wish to continue in that capacity for the following contract year must notify the School District of such intent, in writing, by June 30 of the current contract year. If such notification is not made, the School District may require the coach/advisor to continue in that position the following contract year. If the School District does not intend to reappoint a coach/advisor to a particular position for the following contract year, the School District must notify said coach/advisor of this intent, in writing, by June 30 of the current contract year. In absence of above notification by either party, the coach/advisor shall automatically be reappointed to the same extracurricular/co-curricular position for the next contract year.

Subd. 3. Regular compensation: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 2019-20 and 2020-21 school years only. The rates provided in Schedule C constitute the agreement of the parties in the event the School District fills the position. It is

understood and agreed, however, that the School District has no obligation to fill any particular activity position listed in Schedule C in any particular contract year. The specified compensation for extracurricular/co-curricular positions may be shared by individuals through mutual consent and requires School District approval. Notification of shared positions shall be sent to the Executive Representative.

Subd. 4. Tournament compensation: Coaches/advisors of varsity team activities which advance beyond the first week of Region or Section tournaments shall be eligible to be compensated at a daily rate of 1% of their regular season compensation as specified in Schedule C. Coaches/advisors of varsity individual activities shall receive this compensation for the week of the State Tournament only. Coaches/advisors of varsity activities that do not have Region or Section tournaments shall not be eligible for this compensation. Only coaches whose position title in Schedule C includes a designation of “varsity” shall be eligible for this compensation.

Section 3. Assignment of Extracurricular/Co-curricular Duties: The School District may assign the teacher to extracurricular, co-curricular or other assignments subject to established compensation of such services. An assignment shall not be made without written agreement of the teacher except where no qualified teacher is willing to assume the assignment. In such case, the assignment shall be on a one school year basis only. The School District shall attempt to assign activities as equitably as practicable among the staff. No teacher shall be involuntarily assigned to a position for more than one year.

Section 4. Instructional Pay: Instructional pay applies to those situations when a teacher agrees to teach a class during his/her preparation period, homebound teachers, summer school, targeted services, online academy or flex program. Teachers shall be compensated at \$31.50 per hour.

Section 5. Overload Class Pay: Overload pay applies to those situations when a teacher agrees to teach a class during his/her preparation period for the semester/trimester. Teachers shall be compensated based on placement on Salary Schedule A or B.

Section 6. Extra Duty Pay: Extra duty applies to teachers who are assigned to curriculum writing duties, assigned work or attend district identified required professional development/training. Teachers shall be compensated at \$29.00 per hour.

Section 7. National Board Certification Stipend: A 1.0 full-time equivalent (FTE) teacher who acquires and maintains national certification from the organizations listed below shall receive a stipend of \$500 per year by providing documentation of the certification to the Human Resources office by September 15 of each year. Teachers who are less than 1.0 FTE will receive a pro-rata amount of this stipend based upon their FTE.

- 1) National Board for Professional Teaching Standards (National Board Certified Teacher)
- 2) American Speech-Language-Hearing Association (National Certification Speech-Language Pathology)
- 3) National Association of School Psychologists (National Certification School Psychologists)
- 4) National Board for Certification in Occupational Therapy (NBCOT) (National Certification Occupational Therapists)
- 5) National Board for Certification of School Nurses (NBCSN) (National Certification Licensed School Nurses)

Section 8. Longevity: Active full time (1.0 FTE) teachers who are compensated under Schedule A or Schedule B shall be eligible for longevity pay in the amount of \$100 per year beginning the year after the completion of step 20. Eligible teachers who are less than 1.0 FTE shall receive prorated longevity pay based on their FTE for that year.

Section 9. Alternative Teacher Pay Performance Schedule Plan: School District and the Exclusive Representative shall participate in Alternative Teacher Pay Performance Schedule (hereinafter ATPPS) pursuant to the negotiated plan between the School District and the Exclusive Representative. The ATPPS plan shall be reviewed annually by May 15 of each school year. Participation in ATPPS for the following school year and changes to the negotiated plan are subject to ratification by both the School District and the Exclusive

Representative. Step and lane placement for individual employees shall be determined pursuant to the guidelines in Article VIII and the negotiated ATPPS plan.

Section 10. Collapsed Elementary Classroom Compensation: At the building principal's discretion, a collapsed classroom could occur if a substitute teacher cannot be secured for a classroom teacher and students are dispersed to other classrooms for the day. Classroom teachers who receive the additional students for the day as a result of a collapsed classroom will be compensated at 50% of the current Certified Teacher Substitute daily rate of pay. Classroom teachers who receive additional students for a portion of the day will be compensated at the current Certified Teacher Substitute hourly rate of pay up to 50% of the current Certified Teacher Substitute daily rate of pay.

ARTICLE X

403(b) MATCHING DEFERRED COMPENSATION/RETIREMENT PLAN (Teachers Hired Before January 1, 1990)

Section 1. Description: The South St. Paul 403(b) Matching Deferred Compensation/Retirement Plan is designed to provide teachers hired before January 1, 1990, with an annual tax-deferred monetary benefit. The District provides a matching contribution to the teachers 403(b) Deferred Compensation Plan according to their eligibility as specified herein effective September 1, 1997.

Subd. 1. Creditable experience: For purposes of determining eligibility for Schedule D, credible experience is defined as teaching experience in the School District as of September 1, 1997. Teachers shall receive one-half year credit (rounded up to the next whole number) for teaching experience earned outside the School District as was granted by placement on the teachers' salary schedule at the time of original employment with the School District. The School District will provide teachers with a report documenting creditable experience and indicating the anticipated dates at which district contributions begin and increase. This report will be completed by September 1, 2002, for all current teachers and within thirty (30) calendar days of the start of employment for all future teachers. Another notice will be provided at the time tenure is earned. If the original determination changes as a result of a leave of absence, a revised report will be provided to the teacher.

Any teacher who disagrees with the information contained in any report shall have thirty (30) calendar days from the report date to provide documentation to the human resources office supporting any proposed changes. The superintendent or his/her designee will review the documentation and make any changes warranted within thirty (30) calendar days of receipt of the documentation.

Subd. 2. Part-time employment: Teachers who have part-time teaching experience shall have their teaching experience calculated the same as full-time teachers. However, the match that they receive from the District shall be prorata and any total amount due upon retirement shall be calculated on a prorata basis minus any District contributions to the 403(b) matching plan.

Section 2. Eligibility: Teachers hired before January 1, 1990, are eligible to receive the annual School District 403(b) matching contribution as provided for in Schedule D up to a maximum lifetime limit of fifty-thousand dollars (\$50,000). Once an employee has twenty (20) years' experience in the School District, he/she is guaranteed the fifty-thousand dollars (\$50,000) minus any matching contributions made by the District upon retirement. If an employee defers an annual amount that is less than the amount the School District would match according to Schedule D, the School District will then match the employee's lower amount. If an employee fails to defer any money on an annual basis, the School District will not contribute any compensation to the employee's 403(b) fund that year. Employees may defer additional amounts of their compensation to the 403(b) Deferred Comp Plan or to any other TSAs of their choosing as is permissible by law.

Section 3. Enrollment/Change: The School District will provide enrollment/change forms for teachers to authorize employee contributions. The employee's annual contribution shall be divided and withheld equally over the pay periods and the School District match shall be paid out on the same basis.

Section 4. Option to Elect "Early Retirement Incentive Pay": On or about September 1, 1997, teachers who were employed before July 1, 1983, were given an opportunity to stay with the "Early Retirement Incentive Pay" or elect to participate in the 403(b) match according to Schedule D with a maximum lifetime match of \$50,000. Teachers were advised to seek qualified counsel before making that decision with the full knowledge that the decision was irrevocable.

Section 5. Company Criteria: The following criteria will be used in determining which new investment companies will be approved by the School District to receive matching 403(b) dollars:

- (1) at least one other employee must be currently contributing to the company;
- (2) at least 10 employees must agree to contribute to the company in order for a new company to be approved;
- (3) the company must meet all Internal Revenue Service requirements as determined by the School District.

The School District will not endorse or recommend any particular company or provide any information relating to individual companies other than whether they are approved for matching dollars. A current list of approved companies will be maintained by the School District for employee review.

Section 6. 403(b) Deferred Compensation Plan Criteria: Teachers hired before January 1, 1990, are eligible to participate in the 403(b) Deferred Compensation Plan. The School District shall match the employee's 403(b) deferred compensation up to the annual maximum indicated on Schedule D. The School District contribution is prorated for teachers who work part-time. The District contribution becomes the "property" of the teacher once the money has been transferred into the teacher's 403(b) fund. Upon retirement or severance from the School District, teachers may do as they please with their 403(b) fund within the limits of the law. The maximum lifetime School District contribution to an eligible employee's 403(b) fund is fifty-thousand dollars (\$50,000).

Section 7. Unmatched Amount and Qualification Decision: Upon retirement, a qualifying teacher shall be eligible for fifty-thousand dollars (\$50,000), less the total amount of the School District's matching contributions. These subtractions shall consist of the matching contributions the teacher was eligible for whether or not the teacher participated at the full amount. Prior to June 1, 2000, every teacher affected by this Article must make an irrevocable written statement to the School District stating the teacher's decision as to what qualifications shall be used to determine the teacher's eligibility for the above stated amount. The unmatched amount shall be paid as stated in Section 8.

Section 8. Unmatched Amount Payment: After a teacher has attained twenty (20) years of service in the School District, the teacher shall qualify for the unmatched amount as stated in Section 7. This amount shall be deposited as follows: 100% into Health Care Savings Plan (HCSP); 0% into 403(b).

Subd. 1. Payment: The unmatched amount shall be paid in two equal payments to the HCSP, in the teacher's name, in the first two Decembers following the teacher's retirement.

Subd. 2. Payment to the estate: In the event of the retired teacher's death prior to full payment of these monies to the HCSP, any unpaid balance under Section 7 shall be paid to the teacher's estate.

ARTICLE XI

403(b) MATCHING DEFERRED COMPENSATION/RETIREMENT PLAN (Teachers Hired After January 1, 1990, and before July 1, 2010)

Section 1. Description: The South St. Paul 403(b) Matching Deferred Compensation Plan is designed to provide teachers hired after January 1, 1990, and before July 1, 2010, with an annual tax-deferred monetary benefit. The School District provides a matching contribution to the teachers 403(b) Deferred Compensation Plan according to their eligibility as specified herein effective January 1, 1997.

Subd. 1. Creditable experience: For purposes of determining eligibility for Schedule D, credible experience is defined as teaching experience in the School District as of January 1, 1997. Teachers shall receive one-half year credit (rounded up to the next whole number) for teaching experience earned outside the District as was granted by placement on the teachers' salary schedule at the time of original employment with the School District. The School District will provide teachers with a report documenting creditable experience and indicating the anticipated dates at which district contributions begin and increase. This report will be completed by September 1, 2002, for all current teachers and within thirty (30) calendar days of the start of employment for all future teachers. Another notice will be provided at the time tenure is earned. If the original determination changes as a result of a leave of absence, a revised report will be provided to the teacher.

Any teacher who disagrees with the information contained in any report shall have thirty (30) calendar days from the report date to provide documentation to the human resources office supporting any proposed changes. The superintendent or his/her designee will review the documentation and make any changes warranted within thirty (30) calendar days of receipt of the documentation.

Subd. 2. Part-time employment: Teachers who have part-time teaching experience shall have their teaching experience calculated the same as full-time teachers. However, the match that they receive from the School District shall be prorata and any total amount due upon retirement shall be calculated on a prorata basis minus any School District contributions to the 403(b) matching plan.

Section 2. Eligibility: Teachers hired after January 1, 1990, and before July 1, 2010, are eligible to receive the annual School District 403(b) matching contribution as provided for in Schedule D up to a maximum lifetime limit of 50% of the amount of MA-20. Once an employee has twenty (20) years' experience in the School District, he/she is guaranteed 50% of the amount of MA-20 minus any matching contributions upon retirement. If an employee defers an annual amount that is less than the amount the School District would match according to Schedule D, the School District will then match the employee's lower amount. If an employee fails to defer any money on an annual basis, the School District will not contribute any compensation to the employee's 403(b) fund that year. Employees may defer additional amounts of their compensation to the 403(b) Deferred Comp Plan or to any other TSAs of their choosing as is permissible by law.

Section 3. Enrollment/Change: The School District will provide enrollment/change forms for teachers to authorize employee contributions. The employee's annual contribution shall be divided and withheld equally over the pay periods and the School District match shall be paid out on the same basis.

Section 4. Company Criteria: The following criteria will be used in determining which new investment companies will be approved by the School District to receive matching 403(b) dollars:

- (1) at least one other employee must be currently contributing to the company;
- (2) at least 10 employees must agree to contribute to the company in order for a new company to be approved;
- (3) the company must meet all Internal Revenue Service requirements as determined by the School District.

The School District will not endorse or recommend any particular company or provide any information relating to individual companies other than whether they are approved for matching dollars. A current list of approved companies will be maintained by the School District for employee review.

Section 5. 403(b) Deferred Compensation Plan Criteria: Non-probationary teachers are eligible to participate in the 403(b) Deferred Compensation Plan. The School District shall match the employee's 403(b) deferred compensation up to the annual maximum indicated on Schedule D. The School District contribution is pro-rated for teachers who work part-time. The School District contribution becomes the "property" of the teacher once the money has been transferred into the teacher's 403(b) fund. Upon retirement or severance from the School District, teachers may do as they please with their 403(b) fund within the limits of the law. The maximum lifetime School District contribution to an eligible employee's 403(b) fund is 50% of the amount of MA-20. After a teacher has attained twenty (20) years of service in the School District, they are guaranteed 50% of the amount of MA-20 minus the total amount of School District's matching contributions the teacher was eligible for, effective July 1, 1998, and thereafter, regardless if the teacher participated at the full amount or not, upon retirement. This amount shall be deposited, in the month of December of the year of retirement, as follows: 100% into Health Care Savings Plan (HCSP); 0% into 403(b).

Section 6. Claims Against the School District: The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the School District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the School District pursuant to this Article.

Section 7. Benefit in Case of Death of Employee: In the event an employee dies before retirement and has completed twenty (20) years of continuous service with the School District, immediately preceding the date of his/her death, or in the event the employee dies before full benefits under Schedule D are paid, the deferred compensation matching benefit as determined in this Article shall be paid to the estate of the deceased.

ARTICLE XII

403(b) MATCHING DEFERRED COMPENSATION/RETIREMENT PLAN

(Teachers Hired After July 1, 2010)

Section 1. Description: The South St. Paul 403(b) Matching Deferred Compensation Plan is designed to provide teachers hired after July 1, 2010, with an annual tax-deferred monetary benefit. The School District provides a matching contribution to the teachers 403(b) Deferred Compensation Plan according to their eligibility as specified herein effective January 1, 1997.

Subd. 1. Creditable experience: For purposes of determining eligibility for Schedule D, creditable experience is defined as teaching experience in the School District as of January 1, 1997. Teachers shall receive one-half year credit (rounded up to the next whole number) for teaching experience earned outside the District as was granted by placement on the teachers' salary schedule at the time of original employment with the School District. The School District will provide teachers with a report documenting creditable experience and indicating the anticipated dates at which district contributions begin and increase. This report will be completed by September 1 for all current teachers, and within thirty (30) calendar days of the start of employment for all future teachers. Another notice will be provided at the time tenure is earned. If the original determination changes as a result of a leave of absence, a revised report will be provided to the teacher.

Any teacher who disagrees with the information contained in any report shall have thirty (30) calendar days from the report date to provide documentation to the Human Resources Department supporting any proposed changes. The Superintendent or his/her designee will review the documentation and make any changes warranted within thirty (30) calendar days of receipt of the documentation.

Subd. 2. Part-time employment: Teachers who have part-time teaching experience shall have their teaching experience calculated the same as full-time teachers. However, the match that they receive from the School District shall be prorated, and any total amount due upon retirement shall be calculated on a prorata basis minus any School District contributions to the 403(b) matching plan.

Section 2. Enrollment/Change: The School District will provide enrollment/change forms for teachers to authorize employee contributions. The employee's annual contribution shall be divided and withheld equally over the pay periods and the School District match shall be paid out on the same basis.

Section 3. Company Criteria: The following criteria will be used in determining which new investment companies will be approved by the School District to receive matching 403(b) dollars:

- (1) at least one other employee must be currently contributing to the company;
- (2) at least ten (10) employees must agree to contribute to the company in order for a new company to be approved;
- (3) the company must meet all Internal Revenue Service requirements as determined by the School District.

The School District will not endorse or recommend any particular company or provide any information relating to individual companies other than whether they are approved for matching dollars. A current list of approved companies will be maintained by the School District for employee review.

Section 4. 403(b) Deferred Compensation Plan Criteria: Non-probationary teachers are eligible to participate in the 403(b) Deferred Compensation Plan. The School District shall match the employee's 403(b) deferred compensation up to the annual maximum indicated on Schedule D. The School District contribution is pro-rated for teachers who work part-time. The School District contribution becomes the "property" of the teacher once the money has been transferred into the teacher's 403(b) fund. Upon retirement or severance from the School District, teachers may do as they please with their 403(b) fund within the limits of the law. The maximum lifetime School District contribution to an eligible employee's 403(b) fund is 50% of the amount of MA-20.

Section 5. Claims Against the School District: The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the School District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the School District pursuant to this Article.

ARTICLE XIII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District. The parties agree that the level of benefits shall not be reduced during the terms of this Agreement.

Section 2. Hospital/Medical Benefits: The School District shall contribute dollars the following amounts toward hospital-medical premiums based on the following schedule:

- a. Single coverage – Single coverage shall be 100% covered by the District.
Maximum District contribution – The District contributes dollars toward each eligible teacher's hospital-medical premiums for two-party or family coverage up to a maximum of \$23,211.37 for the 2018-19 contract year. Thereafter, if the cost of the most expensive family plan increases by 5% or more, the amount paid by the District shall increase up to 5% of the current cost of the insurance, including both employer and employee contributions.

For married teachers who are each eligible for full single coverage and qualify for family coverage, the District will contribute an additional amount equal to the annual increase in the premium cost for family coverage, up to

the cost of the single premium. For teachers whose spouses are employed by the District, eligible for full single coverage, and qualify for full family coverage, the District will contribute an additional amount equal to the annual increase in the premium cost for family coverage, up to the cost of the single premium. Teachers and their spouses who are eligible for this contribution will not be allowed to select any of the following coverage combinations: two-party/two-party; two-party/single; family/two-party; family/single; exceptions to this restriction will only occur if the teacher is legally required to carry such coverage.

Long-term substitute teachers are eligible for hospital/medical benefits if they are contracted for at least 90 consecutive workdays.

Section 3. Dental Insurance: The School District shall offer a group dental plan. Employees may participate in the plan and pay the corresponding premium.

Section 4. Flexible Compensation Benefits: The School District shall provide a "Flexible Compensation Plan" as authorized by Internal Revenue Code, Section 125. All full-time teachers may elect to contribute up to the amount allowed by law, to be used for excess medical/dental/vision expense reimbursement, and up to the amount allowed by law, to be used for dependent care reimbursement.

Section 5. Group Long Term Income Protection: The School District shall pay the premium for long term disability insurance for all eligible contracted teachers. The insurance plan shall provide a minimum income continuation benefit of 2/3 of annual wages.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any teacher for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: A teacher who is employed by the School District for a full contract year shall receive the School District's contributions as provided in this Article for one full year from September 1 at the start of the contract year until August 31 of the following contract year. Teachers who are employed less than a full contract year shall have their School District contributions adjusted proportionately. Pursuant to COBRA, a teacher leaving the employ of the School District may be eligible to continue insurance coverage.

Section 8. Insurance Benefits for Retirees: For teachers who retire after having completed twenty (20) years of continuous service with the School District and qualify for TRA retirement benefits, the School District will provide \$150 per month into a Health Care Savings Plan (HCSP) with the Minnesota State Retirement until the retiree is eligible for Medicare, after which time the School District will contribute \$100 per month for the subsequent five (5) years for the purpose of supplementing the cost of the retiree's health insurance. Teachers who retire on or after their Medicare eligibility age will receive these benefits until their age exceeds five years beyond Medicare eligibility. For the purpose of this section, the insurance benefit shall be calculated as the greater of twenty (20) cumulative years of service, or by dividing the employee's total FTE's by his/her years of service within the District. This amount shall be deposited two times per year into the HCSP; the month of September and the month of January.

Section 9. Eligibility: The full benefits of this Article shall apply to those teachers regularly contracted full time at least nine (9) months per year. Benefits of this Article for all part-time teachers with contracts .2 or greater in length shall be prorated in the same ratio as the teacher's contract bears to a full-time contract to the nearest tenth.

ARTICLE XIV

PAID LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Number of days: All full-time teachers shall be credited twelve (12) days (90 hours) of sick leave at the beginning of each school year. Part-time teachers shall earn sick leave on a basis proportionate to the extent of their employment if such teachers are regularly employed at least two-tenths (.2) time. Part-time teachers regularly employed less than two-tenths (.2) time shall not be entitled to sick leave. Teachers who are employed less than a full contract year shall have their sick leave adjusted proportionately.

Subd. 2. Unused days accumulation: Unused sick leave days or half days may accumulate to a maximum credit of 210 days (1,575 hours) of sick leave per teacher. The yearly leave allowance, however, shall be in addition to the total accumulation. Absence on sick leave or other approved absence will be charged first to the annual allowance of any teacher until it is fully utilized and thereafter charged to the accumulated leave.

Subd. 3. Employee/Child/Family Illness: Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to the illness or injury of the employee, which has prevented his/her attendance at school and performance of duties on that day or days. In addition, sick leave with pay shall be allowed for reasonable periods whenever the absence of an employee (as defined in Minnesota Statutes section 181.940, subdivision 2, as amended) is found to have been due to the illness or injury of an individual listed in Minnesota Statutes section 181.9413(a), as amended. Absences related to the illness or injury of the employee or the employee's child (as defined in Minnesota Statutes sections 181.940, subdivision 4, and 181.9413(e), as amended) will be paid to the limit of the employee's accumulated sick leave. Absences related to any of the other individuals listed in Minnesota Statutes section 181.9413(a), as amended, will be paid to a limit of 160 hours in any 12-month period.

Subd. 4. Medical certificate: The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the teacher will be so advised, prior to healthy return.

Subd. 5. Deduction of days: Sick leave allowed shall be deducted from the accrued sick leave days/hours earned by the teacher.

Subd. 6. Cancellation: Upon termination of a teacher's employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically canceled, except as otherwise provided in Article X.

Subd. 7. Additional sick leave: A teacher who has exhausted annual and accumulated sick leave will be granted additional sick leave for personal illness only, based on length of service in the School District, subject to a deduction in pay equal to 1/3 of the employee's regular base rate. Such leave shall be available on an annual basis, but a maximum of forty (40) such days may be used over the teacher's career in the District.

Years of Service
6 or more

Additional Allowance
1 day for each year of service

Subd. 8. Summer school teachers: Summer school teachers who are regular full-time employees of the School District and who teach at least 30 days during a summer school session will be entitled to one (1) day of sick leave per summer session, non-accumulative. All other summer school teachers will not be eligible for sick leave.

Subd. 9. Contracted substitute teachers: Contracted long-term substitute teachers shall earn and accrue sick leave based on one day (7.5 hours) for each consecutive full month worked during each school year. This sick leave will be non-accumulative.

Section 2. Funeral Leave:

Subd. 1. Number of days: All regularly employed personnel may be granted up to five (5) days (37.5 hours) for absence because of death in the immediate family or household, the specific amount of time to be subject to the discretion of the superintendent. Funeral leave shall not be deducted from sick leave.

Subd. 2. Additional leave: Under special circumstances, the School District may, in its discretion, grant additional leave under this section.

Subd. 3. Immediate family: For purposes of this subdivision, the immediate family shall be interpreted to include spouse, child, parent, spouse's parent, sister, brother, grandparent, spouse's grandparent, grandchild, daughter/son-in-law, and sister/brother-in-law. The family household shall be interpreted to include any member of the household currently making his/her home with the family.

Section 3. Family Leave: Upon the request of a teacher, the School District may grant family leave with pay for up to five (5) contract days per school year. These days may be consecutive or nonconsecutive at the discretion of the teacher. Such leave shall be in accordance with the following provisions:

Subd. 1. Qualifying situations: Such leave shall be granted to a teacher for the birth, adoption or foster placement of a child, or for the care of a spouse, child or parent who has a serious health condition. The decision on whether a "serious health condition" exists will be based on the Department of Labor definition contained in federal regulations implementing the Family and Medical Leave Act (29 CFR 825.114) and all related legal interpretations.

Subd. 2. Time limitations: For birth, adoption or foster placement of a child, such leave must be used within ninety (90) contract days of the birth, adoption or foster placement.

Subd. 3. Medical verification: If such leave is being requested to care for a seriously ill family member, the teacher may be required to provide the School District with medical verification of that serious illness.

Subd. 4. Accumulation: Such leave shall be non-accumulative and independent of sick leave accumulation and usage.

Subd. 5. Additional days: In the event of a "serious health condition" of a spouse, child or parent, the School District may grant two (2) additional family leave days to be deducted from the teacher's sick leave. The birth and care of the employee's newborn child, or the placement of an employee's child through adoption or foster care, does not qualify for the two additional family leave days.

Section 4. Personal Leave: With a minimum of three (3) days advance notice (or less in exceptional situations) and arrangement with the building principal, personal leave will be available to each teacher on the following basis, and must be used in either half-day or full-day increments:

Subd. 1. Number of days: All teachers, contracted for the regular school calendar year, shall be credited with three (3) days (22.5 hours) of personal leave at the beginning of each contract year.

Subd. 2. Accrual: Unused personal leave will accumulate to a maximum of ten (10) days (75 hours) per teacher. Personal leave days may be used throughout the regular school year with a maximum of five (5) consecutive work days permitted.

Subd. 3. Deduction of days: Personal leave will not be deducted from sick leave.

Subd. 4. Restrictions: No more than five percent (5%), to the nearest whole number, of a building's classroom staff, shall be permitted to be on leave at any one time. The administration shall give priority to such requests in the order submitted. Personal leave may not be taken on a parent-teacher conference day, or during the first six (6) or the last six (6) contract days of the school year. Personal leave may not be requested until it is earned. Exceptions to these restrictions may be made by written approval of the superintendent or his/her designee.

Subd. 5. A teacher may elect, in writing, to be paid for up to three unused personal leave days as of the last duty day of each school year at the rate of \$110 per day. Each day for which a teacher is so compensated shall be removed from the teacher's accumulation of personal leave and may not thereafter be used as a personal leave day.

Section 5. Worker's Compensation:

Subd. 1. Rate of pay: Upon the request of a teacher who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's 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. The difference shall be paid by the School District to the teacher only for the period of disability or until the teachers' accumulated sick leave is exhausted. The deduction from the teacher's accumulated sick leave shall be an amount necessary to equal the difference between Workers' Compensation benefits and the teacher's regular daily rate of pay.

Section 6. Eligibility: The full benefits of this Article shall apply to those teachers regularly contracted full time at least nine (9) months per year. Benefits of this Article for all part-time teachers, at least .2 contract, shall be prorated in the same ratio as the teacher's contract bears to a full-time contract.

ARTICLE XV

UNPAID LEAVES OF ABSENCES

Section 1. Reinstatement: A teacher returning from an unpaid leave of absence shall be entitled to return to a teaching position for which he/she is licensed under the terms of this contract.

Section 2. Medical Leave:

Subd. 1. Eligibility: A continuing contract teacher, who is unable to teach because of illness and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon application, be granted a medical leave of absence. Such leave shall be extended annually for up to three years upon annual medical qualification, which shall be submitted to the School District in writing by March 1, using certified mail–return receipt requested. Thereafter, such leave may be extended on a yearly basis at the discretion of the School District.

Subd. 2. Physician's statement: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to resume contractual responsibilities.

Subd. 3. Group insurance coverage: Premiums for group insurance programs for a teacher on medical leave shall continue to be paid by the School District at the same rates being paid by the School District immediately prior to the teacher's placement on medical leave.

Section 3. Family Leave: The School District may grant leave to a teacher for birth, adoption or foster care of a child, or for care of a spouse, child or parent who has a serious health condition.

Subd. 1. Short-term leave: Upon the request of a teacher, the School District shall for any reason provided in this section, grant up to twelve (12) weeks of leave per contract year. Maternity leave shall count toward the twelve weeks available under this Section.

Subd. 2. Long-term leave: Upon the request of a teacher, with the minimum of one year of experience in the School District, a leave of up to twelve (12) months may be approved by the School District. Requests for a full school year leave must be submitted to the Human Resources Department by March 1 for the following school year. The commencement and return dates of such leave shall be determined by mutual agreement between the teacher and the superintendent or his/her designee, taking into account the continuity of the instructional program and the desires of the teacher.

Subd. 3. Medical verification: If such leave is being requested to care for a seriously ill family member, the teacher shall be required to provide the School District with medical verification of that serious illness.

Subd. 4. Extension of leave: A one-year leave may be extended for an additional year. Application for extension must be submitted in writing, to the superintendent or his/her designee by March 1, and will be granted or denied no later than April 1. If extension is denied, the teacher then has the right to reinstatement pursuant to Section 1 of this Article if the teacher requests reinstatement by May 1.

Subd. 5. Return from leave: A teacher on leave of absence under this Section must notify the superintendent or his/her designee in writing, by March 1 of his/her intention to return. Failure to provide notice by March 1 may be grounds for termination of employment.

Section 4. Long-Term Professional Leave: The School District may grant leave to a teacher for the pursuit of an advanced degree or other educational purpose as agreed to between the teacher and the School District.

Subd. 1. Experience requirement: To qualify for such leave, a teacher must be tenured in the School District.

Subd. 2. Extent: Such leave shall normally commence at the start of a school year and end at the start of the following year. Requests for a full year leave must be submitted to the Human Resources Department by March 1 for the following school year.

Subd. 3. Entitlement: A teacher shall be entitled to a total of two years of leave under this section during his/her tenure in the School District.

Subd. 4. Extension of leave: A one-year leave may be extended for an additional year. Application for extension must be submitted in writing, to the superintendent or his/her designee by March 1, and will be granted or denied no later than April 1. If an extension is denied, the teacher has the right to reinstatement pursuant to Section 1 of this Article if the teacher requests reinstatement by May 1.

Subd. 5. Return from leave: A teacher on leave of absence under this section must notify the superintendent his/her designee in writing, by March 1 of his/her intention to return. Failure to provide notice by March 1 may be grounds for termination of employment.

Section 5. Long-Term Personal Leave: A one-year leave of absence which does not meet the requirements of Sections 3, 4, 5 or 6 of this Article may be approved by the School District.

Subd. 1. Experience requirement: To qualify for such leave, a teacher must be tenured in the School District.

Subd. 2. Extent: Such leave shall normally commence at the start of a school year and end at the start of the following school year. Requests for a full year leave must be submitted to the Human Resources Department by March 1 for the following school year.

Subd. 3. Extension of leave: A one-year leave may be extended for an additional year. Application for extension must be submitted in writing, to the superintendent or his/her designee by March 1 (the year of the leave), and will be granted or denied no later than April 1. If extension is denied, the teacher then has the right to reinstatement pursuant to Section 1 or this Article if the teacher requests reinstatement by May 1.

Subd. 4. Return from leave: A teacher on leave of absence under this Section must notify the superintendent or his/her designee in writing, by March 1 (the year of the leave) of his/her intention to return. Failure to provide notice by March 1 may be grounds for termination of employment.

Section 6. Short-Term Leave: With a minimum of three (3) days advance notice and arrangement with the building principal, leave without pay will be available to non-probationary teachers in the annual, non-accruing amount of two (2) days. The following restrictions apply: no more than five percent (5%), to the nearest whole number, of a building's classroom staff shall be permitted to be on either personal leave or short-term leave at any one time, and preference will be given to personal leave requests; short-term leave may not be taken on a parent-teacher conference day or staff development day or during the first fifteen (15) or last (15) contract days of the school year; exceptions to these restrictions may be made by written approval of the superintendent or his/her designee. Pay deductions shall be on the basis of 1/190 of annual salary. Short-term leaves of a duration greater than two (2) days require written approval of the superintendent or his/her designee, with the interests of the teacher being balanced against student educational needs.

Section 7. Military Leave: Military leave shall be granted pursuant to federal and state law.

Section 8. Insurance Application: A teacher on unpaid leave under this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, with the exception of employees on medical and LTD leave where premiums for group insurance programs shall continue to be paid by the district at the same rate being paid by the district immediately prior to the employee's placement on medical/LTD leave up to three years. It is the responsibility of the teacher to make arrangements with the school Human Resources Department to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs upon termination of employment shall be pursuant to Article XIII, Section 7, of this Agreement.

Section 9. Experience Credit: A teacher on unpaid leave under this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she has accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a teacher is on leave under this section if such leave exceeds ninety (90) contract days.

Section 10. Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

Section 11. Probationary Teachers: The applicable periods of probation for teachers set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. Accordingly, any contract year in which a probationary teacher is on unpaid leave of absence for more than ninety (90) contract days shall not be credited toward earning tenure. However, such leave shall not constitute a break in service and any prior year(s) of service earned toward tenure shall remain intact.

Section 12. Eligibility: The full benefits of this Article shall apply only to those regularly contracted teachers who are full time at least nine (9) months per year. Benefits of this Article for all part-time teachers, at least .2 contract, shall be prorated in the same ratio as the teacher's contract bears to a full-time contract.

Section 13. Guidelines for Long-Term Leaves of Absence: These are the basic criteria that the administration and school board will use in evaluating leave of absence requests:

Subd. 1. Maternity/Family Leave: Shall normally be limited to the balance of the school year in which the baby is born plus the following full school year (unless the Family and Medical Leave Act requires otherwise) and is inclusive of other leaves. The Human Resources office will provide documentation of paid and unpaid leave amounts along with any resulting pay deduction calculations.

Subd. 2. Professional/Personal Leave: Shall normally be limited to one school year and shall normally not be taken to obtain employment elsewhere.

Subd. 3. Exceptions: Exceptions to these limits may be made if the school board, in consultation with the administration, determines that it is in the best interest of students and the district.

ARTICLE XVI

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose: The purpose of this Article is to implement the provisions of Minnesota Law which shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

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

Subd. 2. Teacher: "Teacher" means a continuing contract teacher who is regularly employed at least an average of fourteen (14) hours per week and 100 days per year. To acquire seniority a teacher must be employed an average of fourteen (14) hours or more per week and at least 100 days a year. Substitute teachers shall not acquire seniority. Upon becoming a continuing contract teacher, a teacher's seniority date shall be determined pursuant to Subd. 4 of this section.

Subd. 3. Qualified: "Qualified" shall mean a teacher who is licensed in the subject matter category.

Subd. 4. Seniority determination: A teacher's seniority standing shall first be determined by the number of years and months that the teacher has been a member of the appropriate unit as defined in Article III, Section 2, while continuously employed in the District. If two or more teachers have the same number of years and months in the appropriate unit, then their respective seniority standing shall be determined by the earliest date on which each teacher executed their initial individual contract involving continuous service in the School District. If two or more teachers executed such individual contract on the same date, the earliest in time shall be considered the senior employee.

Subd. 5. Retention of seniority date: In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minnesota Law, but whose employment was subsequently reinstated by action of the School District and the teacher without interruption of regular service, shall retain the original seniority date.

Section 3. Unrequested Leave of Absence:

Subd. 1. Reasons for action: The School District may place on unrequested leave of absence for a period not exceeding five (5) calendar years from the time such leave is commenced, without pay or fringe benefits in conformance with Article XIII, Section 7, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School District.

Subd. 2. Notice by district: Teachers placed on such leave shall receive notice pursuant to Minnesota Law.

Subd. 3. Selection process: Teachers placed on unrequested leave shall be done in inverse order of seniority in the subject matter categories covered by this Agreement. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same subject matter category.

Subd. 4. Employment while on 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 that law for such compensation and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Subd. 5. License filing date: In any year in which a reduction of teaching staff is occurring, and the School District is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the superintendent's office for filing as of January 15 of such year shall be considered for purposes of determining lay off within areas of licensure for the following school year. A certificate or license filed after January 15 shall be considered for purposes of recall, but not to the current reduction.

Section 4. Reinstatement:

Subd. 1. Annual notice: A teacher's right to reinstatement shall terminate if the teacher fails to file with the Board of Education by April 1 of each year, a written statement requesting reinstatement.

Subd. 2. Position availability: No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District covered by this Agreement in the subject matter categories in which they are licensed. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 3. Certified mailing of reinstatement notice: When placed on unrequested leave, a teacher shall file his/her name and address with the human resources office to which any notice of reinstatement or availability of position shall be mailed by certified mail. Proof of service by the person in the School District depositing such notice, by certified mail, to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 4. Written response by teacher: If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher who shall have fourteen (14) calendar days from the date of such notice to accept the reemployment. Failure to submit written acceptance within such fourteen (14) day period shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights, except a teacher may refuse reemployment without forfeiture of recall rights if the position offered is of lesser time than that position the teacher held at the time of placement on unrequested leave.

Subd. 5. Expiration of reinstatement rights: Reinstatement rights shall automatically cease on June 30 of the fifth fiscal year following the school year in which the unrequested leave occurred, and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 6. Retention of experience credit: A teacher on unrequested leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time they went on leave for use upon their return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a teacher is on leave under this Article.

Subd. 7. Substitute position: A substitute position as defined by Minnesota Law shall not be considered a vacancy within the meaning of this Article. The School District may, but is not required to, offer a substitute position to teachers on unrequested leave of absence. However, if a teacher on unrequested leave of absence is offered and accepts or declines a substitute position, the teacher's seniority date and time shall not be affected.

Subd. 8. Less than full-year position: In the event that a vacancy in a teaching position occurs after the start of the school year, the employee has the option to either accept or reject the position and remain on the recall list.

Subd. 9. Equal position recall: A teacher whose assignment is involuntarily reduced in time through the unrequested leave process will be entitled to obtain a position equal to the one he/she held at the time said teacher was first placed on unrequested leave until the expiration of five (5) years after the teacher was involuntarily assigned to a lesser time position.

Section 5. Establishment of Seniority List:

Subd. 1. Origin and posting: The School District shall cause separate seniority lists for K-12 and for ABE/ECFE (by name, date of individual contract execution, license in subject matter category) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the School District by January 15. The District shall also provide the Exclusive Representative with an electronic PDF file of said seniority lists by January 15.

Subd. 2. Objection to placement: Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have through January 31 to supply written documentation, proof and request for seniority change to the School District.

Subd. 3. Annual update: Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted.

Subd. 4. Final update: A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 5. Initiation: A new employee of the School District who is not a member of the appropriate unit as defined in Article III, Section 2, shall be placed on the appropriate seniority list only as such placement is required by law.

Subd. 6. Continuance: A teacher whose employment has been legally terminated by resignation, pursuant to Minnesota Law, or pursuant to this Article, will have his/her name removed from the seniority

list and lose all rights otherwise available to teachers having seniority under this contract. Teachers who accept another position within the School District, not in the appropriate unit, shall retain but not continue to accrue seniority under this contract.

Section 6. Effect: This Article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This Article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by this Agreement or other Agreement affecting such licensed employee.

ARTICLE XVII

VACANCIES AND ASSIGNMENT

Section 1. Publishing of Notice of Vacancy of Position:

Subd. 1. Posting of openings: The School District shall declare and publish written notice of all position vacancies covered by this contract that occur in the School District. Copies of each notice shall be posted in each school building and the District Office. Vacancies shall not be filled until notice of such vacancy has been posted for at least seventy-two (72) hours; provided, however, that vacancies posted on or after July 1 shall not be filled until notice of such vacancy has been posted for at least twenty-four (24) hours. A description of the vacant position as well as other pertinent information shall be accessible to all applicants. The School District may fill vacancies temporarily with substitute personnel pending the posting and processing of applications. The District shall notify teachers by district email that a certified position has been posted.

Subd. 2. Teacher applicant consideration: Any teacher possessing the necessary qualifications may apply for any vacancy and all applications shall be considered. All applications shall be in conformance with prescribed application procedures for the particular vacancy.

Subd. 3. Selection: The School District reserves the right to select the most qualified candidates at its sole discretion to fill any vacancy.

Subd. 4. Vacancy filled notification: All internal candidates shall be notified in writing within one (1) week of the filling of the vacancy.

Subd. 5. Schedule C vacancies: Written notice of any vacant positions listed under Schedule C of this Agreement shall be posted in each school building and the District Office for at least seventy-two (72) hours. However, vacancies occurring after the start date for an activity may be filled after notice of such vacancy has been posted for at least twenty-four (24) hours. A description of the vacant position as well as other pertinent information shall be accessible to all applicants. The School District may fill vacancies temporarily with substitute personnel pending the posting and processing of applications.

Section 2. Assignments - Voluntary:

Subd. 1. Written request by teacher: Any teacher desiring an assignment shall submit a written request to the superintendent or his/her designee by March 1 of any school year, or at the time of any specific posting stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.

Subd. 2. Notification of status of application: Each assignment applicant shall be notified of the status of his/her application by May 15 of the school year in which the request is made.

Section 3. Mutual Exchange of Teaching Assignments: Teachers may mutually agree to exchange teaching assignments in accordance with the following provisions:

Subd. 1. Timing of exchange: The exchange shall be considered to take place only (1) at the outset of the school year and (2) at the beginning of the term.

Subd. 2. Request for exchange: A proposal for exchange may be initiated by any of the related parties—teachers, principals, or superintendent or his/her designee.

Subd. 3. Mutual agreement: The exchange will be accomplished only if mutually agreeable to all parties—teachers, principals, and the superintendent or his/her designee.

Subd. 4. Signed agreement: The mutual understanding will be formalized by all parties completing the Mutual Agreement to Exchange Teaching Assignments form.

Subd. 5. Board notification: The Board of Education will be advised of all assignment exchanges resulting from this option, no differently than as with all other assignments.

Subd. 6. Independent action: This process will involve no vacancy, would necessitate no advance declaration by the school board, no posting, and no applications. It is not subject to any existing policies and is permitted under terms of the job description of the superintendent.

Section 4. Assignments - Involuntary: Under certain circumstances, the needs of the operation will require the involuntary assignment of a teacher to a different teaching position.

Subd. 1. Notice of involuntary assignment: Notice of involuntary assignment shall be given to the teacher involved as soon as practicable. Notice of all vacancies in the School District shall have been made available to all teachers being involuntarily assigned. Such teachers may request the assignments, in order of preference, to which they desire to be assigned.

Subd. 2. Meeting prior to assignment: An involuntary assignment shall be made only after a meeting between the teacher involved and the superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the assignment.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: A teacher, administrator, or the School District may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not

be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

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

Subd. 5. Levels and waivers: Through mutual agreement of the grievant or representative and the superintendent, any level of this procedure may be waived.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred, or within twenty (20) days after the teacher through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the teacher and the School District's designee.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to affirm, reverse or modify such decision and at the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The hearing shall take place within ten (10) days after the notice to review, and the School Board shall render its decision within ten (10) days after such hearing.

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II or Level III, or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to provide a list of seven arbitrators, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of grievance information:

a) Upon appointment of the arbitrator, the appealing party shall within twenty (20) days after notice of appointment forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

b) The School District may make a submission of the same elements relating to the grievance either before or at the time of the hearing, with a copy to the grievant.

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

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

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

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein

and contained in this written agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public Board of Education to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: A form which must be used for filing of grievances, provided herein as Attachment A, shall be provided by the School District. Such form shall be readily accessible in all school buildings.

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

ARTICLE XIX

ABE & ECFE CERTIFIED TEACHERS

Section 1. Applicable Provisions: All the provisions of the Teachers Master Agreement shall apply to eligible certified community education teachers covered by PELRA, except the following:

Article VI	Length of School Year
Article VII	Hours of Service
Article VIII	Basic Compensation
Article XVI	Unrequested Leave of Absence

Section 2. Hours of Work: Employees under this Article are hourly employees with daily, weekly, monthly and/or annual hours as established and assigned by the Director. Once established, work hours may be modified by the Director with prior written notice.

Section 3. Prep Time: ABE and ECFE teachers will be allocated time for preparation and set up as necessary and appropriate.

Section 4. Short-Term Leave: ABE teachers shall be eligible for up to one week's assignment of hours for leave without pay. Such leave must be taken in continuous days in one calendar week. Unused leave does not accrue. No more than one ABE teacher shall be permitted to be on this leave at any one time. Leave must be requested to the supervisor at least two weeks in advance, and if there is a conflict, preference will be given to the request submitted first.

Section 5. Calendar Year: The ABE and ECFE programs may be conducted over the period of the fiscal year on a calendar different from that of the K-12 staff.

Section 6. Group Insurance: ABE and ECFE teachers will be eligible for the Group Insurance benefits as indicated under Article XIII.

Section 7. 403(b) Matching Deferred Compensation/Retirement Plan: ABE and ECFE teachers will be eligible for the 403(b) Matching Plan as indicated under Article X, Article XI, and Article XII upon completion of three (3) years of teaching experience in the ABE or ECFE programs.

Section 8. Seniority: For purposes of this section seniority shall be defined as the date of last continuous date of hire as a teacher in the district.

Subd. 1. Accrual: ABE and ECFE teachers shall accumulate no seniority on the K-12 teacher seniority list but shall accrue separate seniority within the ABE or ECFE programs.

Subd. 2. Bumping: K-12 teaching staff cannot exercise their seniority to bump into ABE and ECFE teaching positions.

Subd. 3. Seniority lists: Separate seniority lists shall be established for ABE employees and ECFE employees.

Subd. 4. Lay off: Article XVI, Sections 1, 2 and 3 shall not apply except as modified in this section. The School District may lay off or reduce the hours of teachers within the ABE & ECFE programs with thirty (30) calendar days' notice. When it is necessary to reduce hours or to eliminate positions due to lack of enrollment, discontinuance of programs or due to financial reasons, the School District shall apply the procedures set forth in M.S. §122A.40 even though teachers do not hold a continuing contract under the statute. Layoffs shall be in the inverse order of seniority within the ABE & ECFE programs. However, ABE & ECFE teachers working under a specific grant shall be held harmless until the grant expires. Lay off and recall shall be subject to the grievance procedure (excluding probationary teachers).

Subd. 5. Grant Programs: ABE and ECFE teachers who transfer to grant-funded programs within Community Education (e.g., Even Start) accrue and maintain all seniority rights for their respective programs as stated in this section. Employees specifically hired for grant-funded programs accrue seniority within those programs. They do not accrue seniority within the ABE or ECFE programs. If grant funding is changed, reduced or eliminated and layoffs are necessary, the provisions of Subdivision 4 shall apply.

Section 8. Probation: The first calendar year of employment as a Community Education teacher shall be a probationary period. During the probationary period, a teacher may be disciplined or terminated without recourse of the employee and without recourse or intervention of the Exclusive Representative.

Section 9. Compensation:

Subd. 1. Rates of pay: ABE and ECFE teachers shall use the wages and salaries as reflected in Schedule A for the 2019-20 school year and Schedule B for the 2020-21 school year.

Subd. 2. Conversion of salary schedule to hourly wage: Each cell on the salary schedule shall be divided by 1387.5 to determine the hourly wage.

Subd. 3. Initial placement on the salary schedule: The following rules shall be applicable in determining initial placement of a teacher on the salary schedule:

- a) **Prior experience:** A teacher who has had prior experience in South St Paul, other school systems and/or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and the teacher. However, at least five (5) years of prior teaching experience shall be recognized and shall apply toward all steps on the salary schedule provided such experience was acquired in the past six (6) years. A maximum of five (5) years of out-of-district experience shall count as career step experience on the salary schedule.

- b) Continuing teachers: All continuing contract teachers shall be compensated at the lane and step for which they qualify under this Article. Placement of any teacher elsewhere on the salary schedule shall be done by mutual agreement of the affected teacher, the Exclusive Representative and the School District.

Subd. 4. Step & lane advancement on the salary schedule:

- a) Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the field(s) in which the teacher holds a license as determined by the superintendent or his/her designee. Credits towards an administrative or counseling degree, earned after completion of a master's within their field of study, may also be considered as determined by the superintendent or his/her designee.
- b) Grade and credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher, or pass on a pass/fail system. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree.
- c) Earned credits: In order for consideration for advancement on the salary schedule, course work must be taken by the teacher from an accredited college or university, as approved by the State Department of Education. Such course work may be taken in a classroom setting, or other methods as offered by the accredited college. All earned credits will be on a quarter credit basis. The conversion from semester credit to quarter credit is based on the following calculation: semester credits x 1.5 = quarter credits.
- d) Advanced degree program: A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the field(s) in which the teacher holds a license as approved by the superintendent or his/her designee and the degree program is approved in writing by the superintendent or his/her designee in advance. Credits towards an administrative or counseling degree, earned after completion of a master's, may also be considered as determined by the superintendent or his/her designee.
- e) Course approval: All credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing.
- f) Special circumstances: Credits earned to acquire a new teaching license shall be applicable to lane changes only when prior written approval is given by the superintendent or his/her designee.
- g) Payment of present salary: Changes in rules contained herein relating to the application of credits on the salary schedule shall not be retroactive in application but shall govern all placements effective with the execution of this agreement.

Subd. 5. Salary schedule advancement: Teachers who are employed on a .5 FTE contract or greater will advance one full step on the salary schedule. Teachers on a contract that is less than .5 FTE will advance on a prorated basis.

ARTICLE XX

TEACHER DISCIPLINE

Section 1. Purpose: This Article covers all teachers in the bargaining unit. All discipline shall be corrective where possible and not punitive. Any disciplinary action involving a discharge shall be pursuant to M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 2. Progressive Discipline: Disciplinary action shall include the following steps, normally utilized in order.

Subd. 1. Oral reprimand/letter of direction: An oral reprimand/letter of direction shall be done in such a way that the teacher will not be embarrassed before colleagues, other employees, students or the public. An oral reprimand/letter of direction shall be identified as such at the time it is given. An oral reprimand/letter of direction, when entered into the teacher's permanent personnel file, shall be grounds for grievance procedures.

Subd. 2. Written reprimand: A written reprimand shall be presented to a teacher, in person, at a meeting called for that purpose. The Exclusive Representative shall attend the meeting unless the teacher, in writing, waives the right. A copy of the waiver shall be furnished to the Exclusive Representative. A copy of the reprimand shall be given to the teacher prior to having said reprimand placed in the permanent personnel file. A written reprimand shall be grounds for grievance procedures.

Subd. 3. Administrative leave: When administrative leave is intended, the School District shall notify the teacher in writing of the specific reason(s) for such action at a meeting called for this purpose. The Exclusive Representative shall attend the meeting unless the teacher, in writing, waives the right. Administrative leave shall normally be with pay and shall not exceed fifteen (15) contract days. If circumstances arise whereby the District believes a leave should be extended beyond fifteen (15) days, a leave can be extended upon the approval of the Exclusive Representative. Request should be made in writing before the twelfth (12) contract day of the investigation. The Exclusive Representative shall be notified, in writing, that the teacher has been proposed for administrative leave. The Exclusive Representative, with consent from the teacher, has the right to take up the grievance procedure. Administrative leave, without pay, shall take effect upon receipt by the teacher of written notice of this action or shall take effect as otherwise indicated in the written notice. The administrative leave shall continue in effect for the time period provided in the notice of leave without pay. The maximum administrative leave without pay shall not exceed the length on one school year.

Section 3. Personnel File: Each teacher shall be promptly furnished with a copy of all evaluative and disciplinary materials entered into their permanent personnel file. All materials shall be dated and signed. A teacher has the right to attach a written response to any relevant document. Any investigation which does not result in disciplinary action shall not become part of the personnel file. Materials placed in the personnel file, upon the teacher's written request and after showing them to be false, inaccurate or incomplete, are to be removed. Written evidence used by the School District in any arbitration hearing related to disciplinary action is limited to the documents contained in the teacher's permanent personnel file and any documents presented to the exclusive representative prior to the commencement of the hearing, with the exception that private educational data and private personnel data on other employees will not be disclosed. Upon written request of a teacher, an oral or written reprimand shall be removed after seven (7) years and a written record of administrative leave shall be removed after seven (7) years, from the teacher's permanent personnel file, provided no further disciplinary action has been taken. Any oral or written reprimand in the personnel file as of October 1, 2015 shall be eligible for removal after five (5) years.

ARTICLE XXI

TEACHERS ON SPECIAL ASSIGNMENT (TOSA)

Section 1. Definition:

Teachers on Special Assignment (hereafter “TOSA”) shall be defined as those employees who work in a position that requires a teaching license, and also requires additional certification and/or specialized skills. The purpose of TOSA positions shall be to utilize the experience, education and specific skills of individual teachers to perform unique tasks in order to augment the essential services necessary for the School District to accomplish its purpose and mission.

Employees in a TOSA position are not subject to the bumping process as described in Article XVI of the Master Agreement, nor the Strand doctrine as enunciated by the Minnesota Supreme Court and the Minnesota Court of Appeals. Therefore, the District shall not be required to displace a TOSA with another teacher in order to accommodate the seniority claim of a more senior teacher, regardless of specific areas of licensure or probationary/non-probationary status during the process of layoff or recall.

Section 2. Number of TOSA Positions:

The number of TOSA positions shall not exceed 7% of the total FTE’s of the licensed teacher positions in the District.

Section 3. Posting of positions:

TOSA positions shall be posted and filled in accordance with Article XVII of the current Agreement between the School District and the Exclusive Representative.

Section 4. Continuance:

The School District reserves the total discretion to grant or to deny the continuance of a teacher in a TOSA position beyond one year.

Section 5. Seniority:

An employee in a TOSA position shall continue to accrue seniority during the time of service as a TOSA.

Section 6. Rights:

A TOSA shall mean a teacher who has acquired continuing contract status pursuant to Minn. Stat. 122A.40 in the District. The rights of a TOSA shall be as follows:

- a. Shall remain a member of the teacher collective bargaining unit.
- b. Shall have a right of return to their previous teaching position if their time of service as a TOSA is twelve (12) months or less, so long as that previous position has not been discontinued.
- c. Shall have a right of return to a teaching position in their appropriate licensure area if their time of service as a TOSA is greater than twelve (12) months.

ARTICLE XXII

MISCELLANEOUS

Section 1. Pay Date:

Subd. 1. Pay dates: Salary payments will be made in accordance with the School District's payroll policy. However, if the policy should propose a significant change in the salary payment schedule, the parties agree to discuss modification of this provision through the meet and confer process.

Subd. 2. Pay dates falling on a holiday: When a pay date falls on a holiday, pay shall be available and dated no later than the last work day preceding that holiday.

Section 2. Copies of Agreement: The School District shall provide each teacher with a copy of this Agreement and provide copies to the Exclusive Representative. The School District shall also make available to each teacher upon his/her request copies of personnel policies and related forms.

Section 3: Mileage Allowance: A mileage allowance shall be paid for authorized use of personal cars in connection with School District business. The mileage allowance shall be paid pursuant to School District policy.

Section 4. Peer Review: As required by Minnesota Statute 122A.40, a Professional Development Plan (PDP) Committee shall be established. The committee shall consist of six (6) teachers appointed by the Exclusive Representative, and four (4) District representatives appointed by the School District.

Subd. 1: The purpose of the PDP Committee is to establish and monitor the peer review process for teachers. The Committee shall make an annual report to the School District and shall make budget recommendations through the District's established budget process.

Subd. 2: Each teacher shall establish a goal(s) and meet with a team of peers as part of his/her professional growth plan.

Subd. 3: The PDP process shall not be a consideration in any process regarding tenure, discipline, discharge, termination or related matters which shall remain within the authority and discretion of the School District, subject to applicable laws, regulations, School District policies and collective bargaining agreements.

Section 5. Notification date for non-renewal of probationary employment contract: The School District will notify probationary teachers whose employment contracts will not be renewed by June 1 of the year in which their contracts are not renewed.

Section 6. Activity Passes: All employees under this Agreement shall be admitted free of charge with their District-issued identification badge, along with a guest, to South St. Paul student activities (at home), excluding theatre performances.

Section 7. Resignation: In the event that a teacher does not resign prior to August 1, the teacher may be required to pay the District \$500 to cover the costs associated with advertising and filling the position. Such amount will be deducted from the employee's final pay, or be billed that amount. If payment is not made to the District prior to August 5, all benefits will terminate as of August 1.

ARTICLE XXIII

DURATION

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

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual agreement unless otherwise prohibited by PELRA.

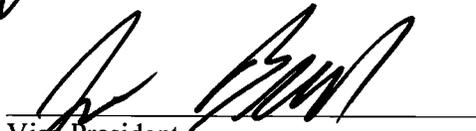
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For _____
South St. Paul Teachers' Association
Local #861



President



Vice President



Negotiations Representative

Dated: 9/4/19

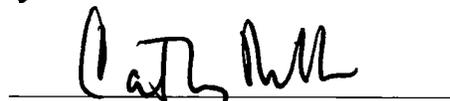
For _____
South St. Paul Public Schools
Special School District No. 6



School Board Chair



School Board Vice Chair



Director of Human Resources

Dated: 9/4/19

SCHEDULE A
2019-20 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PHD/ SPECIALIST
1	39,914	40,628	41,344	42,056	43,022	43,738	44,452	45,169	45,881	46,596	47,309
2	41,710	42,473	43,236	44,002	45,188	45,949	46,714	47,477	48,242	49,005	49,768
3	43,571	44,391	45,208	46,025	47,430	48,248	49,065	49,884	50,698	51,517	52,337
4	45,508	46,385	47,261	48,137	49,767	50,637	51,515	52,390	53,260	54,135	55,009
5	47,528	48,467	49,402	50,336	52,196	53,125	54,068	55,002	55,935	56,875	57,809
6	49,633	50,635	51,636	52,638	54,729	55,727	56,728	57,731	58,734	59,733	60,734
7	51,830	52,901	53,972	55,045	57,373	58,426	59,514	60,582	61,656	62,726	63,797
8	54,126	55,271	56,421	57,564	60,134	61,279	62,424	63,573	64,718	65,864	67,009
9	56,522	57,750	58,976	60,203	63,020	64,243	65,470	66,698	67,925	69,156	70,381
11		60,907	62,122	63,337	66,125	67,336	68,553	69,767	70,983	72,201	73,418
14			66,613	67,827	70,618	71,830	73,044	74,258	75,473	76,690	77,905
17				72,319	77,614	78,827	80,039	81,256	82,472	83,687	84,904
20					84,142	85,352	86,566	87,783	88,996	90,214	91,430

11* Experience step to be granted after 10 years of career step experience

14* Experience step to be granted after 13 years of career step experience

17* Experience step to be granted after 16 years of career step experience

20* Experience step to be granted after 19 years of career step experience

21* Eligible for longevity stipend pay per Article IX, Section 8

NOTE: All earned credits will be on a quarter credit basis (semester credits x 1.5 = quarter credits).

SCHEDULE B

2020-21 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PHD/ SPECIALIST
1	40,712	41,440	42,171	42,897	43,882	44,612	45,341	46,072	46,798	47,528	48,255
2	42,544	43,322	44,100	44,882	46,092	46,868	47,648	48,426	49,207	49,985	50,763
3	44,443	45,279	46,113	46,946	48,379	49,213	50,046	50,882	51,712	52,547	53,384
4	46,418	47,312	48,206	49,100	50,762	51,650	52,545	53,438	54,326	55,218	56,109
5	48,478	49,437	50,390	51,343	53,240	54,187	55,150	56,103	57,053	58,013	58,965
6	50,626	51,648	52,669	53,691	55,824	56,841	57,863	58,886	59,908	60,928	61,949
7	52,867	53,959	55,052	56,146	58,520	59,594	60,704	61,794	62,889	63,980	65,073
8	55,209	56,376	57,550	58,715	61,337	62,504	63,672	64,844	66,012	67,182	68,349
9	57,653	58,905	60,156	61,408	64,280	65,528	66,779	68,032	69,283	70,539	71,789
11		62,125	63,365	64,604	67,447	68,683	69,924	71,162	72,402	73,645	74,886
14			67,945	69,183	72,030	73,267	74,505	75,743	76,982	78,224	79,463
17				73,765	79,166	80,403	81,640	82,881	84,122	85,361	86,602
20					85,825	87,059	88,298	89,539	90,776	92,018	93,258

11* Experience step to be granted after 10 years of career step experience

14* Experience step to be granted after 13 years of career step experience

17* Experience step to be granted after 16 years of career step experience

20* Experience step to be granted after 19 years of career step experience

21* Eligible for longevity stipend pay per Article IX, Section 8

NOTE: All earned credits will be on a quarter credit basis (semester credits x 1.5 = quarter credits).

SCHEDULE C
ECA Salary Schedule for 2019-20 and 2020-21

ECA ACTIVITY	Salary 2019-20	Salary 2020-21
Flex Positions	20,610	20,713
BASEBALL		
Baseball Head Coach	5,151	5,177
Baseball Varsity Asst/JV Coach	3,650	3,668
Baseball Sophomore Coach	3,650	3,668
Baseball Freshman Coach	2,808	2,822
Baseball Jr. High Coach	2,226	2,237
Baseball Jr. High Coach	2,226	2,237
BASKETBALL - BOYS		
Basketball Boys Head Coach	6,595	6,628
Basketball Boys Varsity Asst/JV Coach	4,509	4,532
Basketball Boys Varsity & Sophomore Coach	4,509	4,532
Basketball Boys Freshman Coach	3,756	3,775
Basketball Boys Jr. High Coach	2,226	2,237
Basketball Boys Jr. High Coach	2,226	2,237
Basketball Boys Jr. High Coach	2,226	2,237
BASKETBALL - GIRLS		
Basketball Girls Head Coach	6,595	6,628
Basketball Girls Varsity Asst/JV Coach	4,509	4,532
Basketball Girls Varsity & Sophomore Coach	4,509	4,532
Basketball Girls Freshman Coach	3,756	3,775
Basketball Girls Jr. High Coach	2,226	2,237
Basketball Girls Jr. High Coach	2,226	2,237
Basketball Girls Jr. High Coach	2,226	2,237
CROSS COUNTRY		
Cross Country Boys & Girls Head Coach	4,401	4,423
Cross Country Boys & Girls Varsity Asst	2,807	2,821
DANCE TEAM		
Dance Team Head Coach	4,985	5,010
Dance Team Asst Coach	2,226	2,237
Dance Team Asst Coach	2,226	2,237

ECA ACTIVITY	Salary 2019-20	Salary 2020-21
EQUIPMENT MANAGER		
Equipment Manager Grades 7-12	6,869	6,903
FOOTBALL		
Football Head Coach	6,466	6,498
Football Varsity Asst Coach	4,210	4,231
Football Varsity Asst Coach	4,210	4,231
Football Varsity Asst Coach	4,210	4,231
Football Varsity & Sophomore Head Coach	4,210	4,231
Football Varsity & Sophomore Assistant Coach	4,210	4,231
Football Varsity & Freshman Assistant Coach	4,210	4,231
Football Varsity & Freshman Head Coach	4,210	4,231
Football Jr. High Coach	2,226	2,237
Football Jr. High Coach	2,226	2,237
Football Jr. High Coach	2,226	2,237
Football Jr. High Coach	2,226	2,237
GAME EVENTS COORDINATOR		
Game Events Coordinator - Fall	2,725	2,739
Game Events Coordinator - Winter	2,725	2,739
GOLF		
Golf Boys Head Coach	3,720	3,739
Golf Boys Varsity Asst. Coach	2,226	2,237
Golf Girls Head Coach	3,720	3,739
Golf Girls Varsity Asst. Coach	2,226	2,237
GYMNASTICS		
Gymnastics Head Coach	5,449	5,476
Gymnastics Varsity Assistant Coach	3,947	3,967
HOCKEY - BOYS		
Hockey Boys Head Coach	6,595	6,628
Hockey Boys Varsity Asst Coach	4,509	4,532
Hockey Boys Varsity Asst/JV	4,509	4,532
HOCKEY - GIRLS		
Hockey Girls Head Coach	6,595	6,628
Hockey Girls Varsity Asst Coach	4,509	4,532
Hockey Girls Varsity Asst/JV	4,509	4,532

ECA ACTIVITY	Salary 2019-20	Salary 2020-21
SOCCER - BOYS		
Soccer Boys Head Coach	5,151	5,177
Soccer Boys Varsity Asst & JV Coach	3,650	3,668
Soccer Boys Varsity & Sophomore Coach	3,650	3,668
Soccer Boys Freshman Coach	2,807	2,821
Soccer Boys Jr. High Coach	2,226	2,237
Soccer Boys Jr. High Coach	2,226	2,237
SOCCER - GIRLS		
Soccer Girls Head Coach	5,151	5,177
Soccer Girls Varsity Asst/JV Coach	3,650	3,668
Soccer Girls Varsity & Sophomore Coach	3,650	3,668
Soccer Girls Freshman Coach	2,807	2,821
Soccer Girls Jr. High Coach	2,226	2,237
Soccer Girls Jr. High Coach	2,226	2,237
SOFTBALL		
Softball Head Coach	5,151	5,177
Softball Varsity Asst/JV Coach	3,650	3,668
Softball Sophomore Coach	3,650	3,668
Softball Freshman Coach	2,807	2,821
Softball Jr. High Coach	2,226	2,237
SWIMMING - BOYS		
Swimming Boys Head Coach	5,151	5,177
Swimming Boys Asst/JV Coach	3,650	3,668
Swimming Boys Assist - Diving Coach	1,825	1,834
SWIMMING - GIRLS		
Swimming Girls Head Coach	5,151	5,177
Swimming Girls Varsity Asst Coach	3,650	3,668
Swimming Girls Assist - Diving Coach	1,825	1,834
TENNIS - BOYS		
Tennis Boys Head Coach	4,129	4,150
Tennis Boys Asst. Coach	2,525	2,538
Tennis Boys Jr. High Coach	2,226	2,237
TENNIS - GIRLS		
Tennis Girls Head Coach	4,129	4,150
Tennis Girls Asst. Coach	2,525	2,538
Tennis Girls Jr. High Coach	2,226	2,237

ECA ACTIVITY	Salary 2019-20	Salary 2020-21
TRACK - BOYS		
Track Boys Head Coach	6,295	6,326
Track Boys Varsity Asst Coach	4,210	4,231
Track Boys Varsity Asst Coach	4,210	4,231
TRACK - GIRLS		
Track Girls Head Coach	6,295	6,326
Track Girls Varsity Asst Coach	4,210	4,231
Track Girls Varsity Asst Coach	4,210	4,231
TRACK - JR. HIGH		
Track Jr. High Coach, Boys & Girls	2,226	2,237
Track Jr. High Coach, Boys & Girls	2,226	2,237
Track Jr. High Coach, Boys & Girls	2,226	2,237
Track Jr. High Coach, Boys & Girls	2,226	2,237
Track Jr. High Coach, Boys & Girls	2,226	2,237
Track Jr. High Coach, Boys & Girls	2,226	2,237
VOLLEYBALL		
Volleyball Head Coach	5,151	5,177
Volleyball Varsity Asst/JV Coach	3,650	3,668
Volleyball Varsity & Sophomore Coach	3,650	3,668
Volleyball Freshman Coach	2,807	2,821
Volleyball Jr. High Coach	2,226	2,237
Volleyball Jr. High Coach	2,226	2,237
WRESTLING		
Wrestling Head Coach	6,595	6,628
Wrestling Varsity Asst/JV Coach	4,509	4,532
Wrestling Jr. High Coach	3,038	3,053
Wrestling Jr. High Coach	3,038	3,053
BAND		
Marching Band Director	2,417	2,429
Pep Band Director - Winter	1,662	1,670
Jazz Ensemble Director	1,964	1,974
Combo Band - Show Choir	1,146	1,152
DEBATE/SPEECH		
Debate Head Coach	5,151	5,177
Speech Head Coach	4,230	4,251

ECA ACTIVITY	Salary 2019-20	Salary 2020-21
MUSIC		
Elementary Vocal – Kaposia	859	863
Elementary Vocal – Lincoln	859	863
Vocal Music - Junior High	835	839
Vocal Music - Senior High	1,146	1,152
Varsity Singers Show Choir	3,928	3,948
Varsity Singers Asst Show Choir	1,146	1,152
Choreographer	888	892
THEATRE		
Fall Technical Director	1,200	1,206
Fall Vocal Director	1,800	1,809
Fall Choreographer	1,200	1,206
Fall Costumer	1,200	1,206
Winter Technical Director	1,200	1,206
Spring Technical Director	1,200	1,206
Spring Costumer	1,200	1,206
Summer Technical Director	1,200	1,206
Summer Costumer	1,200	1,206
Summer Junior Director	1,800	1,809
Summer Vocal Director	1,800	1,809
Summer Choreographer	1,200	1,206
SAFETY PATROL		
Safety Patrol - Lincoln	1,574	1,582
Safety Patrol - Kaposia	1,574	1,582
YEARBOOK/NEWSPAPER		
Yearbook Advisor	4,230	4,251
Junior High Memory Book	1,114	1,120
STUDENT COUNCIL		
Student Council Advisor – Lincoln	705	709
Student Council Advisor – Kaposia	705	709
Student Council Advisor – Jr. High	2,661	2,674
Student Council Advisor – High School	4,007	4,027

ECA ACTIVITY	Salary 2019-20	Salary 2020-21
ACADEMICS/OTHER		
Math League - Junior High	2,226	2,237
Math League - High School	2,290	2,301
Math Masters, Grade 6	574	577
Math Masters, Lincoln 5	574	577
Math Masters, Kaposia 5	574	577
Knowledge Bowl	2,303	2,315
Knowledge Bowl - Jr. High	1,150	1,156
Key Club Advisor	1,402	1,409
Robotics	5,151	5,177
Lego League Junior - Lincoln	1,218	1,224
Lego League Junior - Kaposia	1,218	1,224
Lego League - Lincoln	1,218	1,224
Lego League - Kaposia	1,218	1,224
Lego League - Jr. High	1,218	1,224
Lego League - Jr. High	1,218	1,224
Geography Club - Lincoln	1,186	1,192
Geography Club - Kaposia	1,186	1,192
Art Club - Lincoln	1,186	1,192
Art Club - Kaposia	1,186	1,192
Art Club - Jr. High	1,186	1,192
Art Club - Secondary	1,186	1,192
SADD Advisor	2,000	2,010
SADD Advisor	2,000	2,010
WEB Advisor	1,760	1,769
Prom Advisor	1,273	1,279
School Store Advisor	3,929	3,949
Affinity Group - BPO	4,007	4,027
Affinity Group - CDLU	4,007	4,027
Affinity Group - SAGA	4,007	4,027
Affinity Group - Women in Society	4,007	4,027
Total	518,024	520,616
<i>Teacher Leadership</i>		
Site Solutions Team – Secondary Building (max of 12)	628	631
Site Solutions Team – Elementary Schools (max of 12)	628	631
Teacher Mentors	750	754
Teacher Licensure Coordinator	750	754

SCHEDULE D

403(b) Deferred Compensation Plan

The District shall match the employee’s 403(b) compensation up to the annual maximum indicated:

Years of Service	2019-21	District Contribution (Based on a percentage of MA-20)
1	.5%	Of the amount of MA-20 (all probationary years)
2	1.5%	of the amount on MA-20
3	1.5%	of the amount on MA-20
4	1.5%	of the amount on MA-20
5	1.5%	of the amount on MA-20
6	1.5%	of the amount on MA-20
7	1.5%	of the amount on MA-20
8	1.5%	of the amount on MA-20
9	1.5%	of the amount on MA-20
10	1.5%	of the amount on MA-20
11	2.0%	of the amount on MA-20
12	2.0%	of the amount on MA-20
13	2.0%	of the amount on MA-20
14	2.0%	of the amount on MA-20
15	2.0%	of the amount on MA-20
16	2.5%	of the amount on MA-20
17	2.5%	of the amount on MA-20
18	2.5%	of the amount on MA-20
19	2.5%	of the amount on MA-20
20	Continue with the match until the lifetime maximum is reached	

**Years of service may include service in other districts as calculated in Article X, Section 1, Subd. 1, or Article XI, Section 1, Subd. 1, or Article XII, Section 1, Subd. 1.

GRIEVANCE REPORT FORM

South St. Paul Public Schools

Name: South St. Paul Teachers' Association, Local #861 (the Exclusive Representative)

Building:

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Grievance Chair

President

Copies to: Superintendent

PROFESSIONAL DAY

(Refer to Article VII, Hours of Service, Section 1)

The parties agree to the following as reasonable expectations for the Professional Day:

- A. Administrators will review this Attachment B with the Exclusive Representative at the start of the school year.
- B. Teachers are expected to be at school when school is regularly in session for students.
- C. Teachers are expected to be at school at whatever time is necessary for their own usual planning and preparation.
- D. Teachers are expected to meet with parents and students, and attend Special Education IEP meetings as part of their Professional Day.
- E. Teachers are expected to attend building, faculty/committee, team, department or grade level meetings as scheduled during the established building hours unless there are unavoidable circumstances requiring the teacher's absence from work.
- F. Consistent with the above expectations is a shared judgment that teachers should not, as a general practice, enter the building shortly before students arrive and leave shortly after students depart.
- G. Teachers are expected to cover their share of unpaid duties (i.e. PTA and KTPC meetings, open houses, etc.)
- H. Administrators will be reasonable about the number of volunteers for extra duties.
- I. Activities for which teachers are paid additional compensation do not technically fall under the Professional Day language. However, it is assumed teachers will be willing to do their share of paid extra duties, keeping in mind that if not enough people volunteer, teachers may be assigned.
- J. Whenever a teacher leaves the building during the student day (except during his/her lunch break), the teacher shall have pre-approval from the Office of the Building Principal.
- K. The following interventions may be implemented for individual teachers who have demonstrated a pattern of failing to adhere to these general guidelines and expectations.
 - a. Administrators will review the Professional Day Attachment B individually with any staff member who they believe needs additional clarification of these expectations. The staff member may request the Exclusive Representative to attend this meeting.
 - b. Should this pattern of behavior continue, an administrator will meet with the individual and provide written notice that Professional Day expectations are not being met and may place an individual teacher on Plan B of Article VII, Section 1.

**Memorandum of Agreement
President Release Time**

It is hereby agreed between South St. Paul Public School District No. 6, (hereafter "District") and South St. Paul Teachers Association Local #861 (hereafter "Union") agree to the following:

The parties agree to:

Provide the Teacher's Union President a .4 FTE release time for the 2019-20 and 2020-21 school year. The President will be entitled to the release time without loss of pay, benefits, retirement pay, or seniority, in order to conduct duties as the SSPTA President.

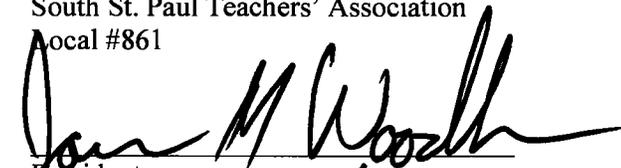
The costs will be calculated by the replacement cost of the hours at the 2015-16 start of school. These costs will result in a one-time costing to the teacher's salary package of \$22,835. If the release time is relinquished then there will be a one-time enhancement, based on the 2015-16 replacement cost, to the salary schedule at that year's settlement.

This Memorandum of Agreement is entered into as part of the Agreement between the South St. Paul Public Schools, Special School District No. 6, and the South St. Paul Teachers' Association, Local #861.

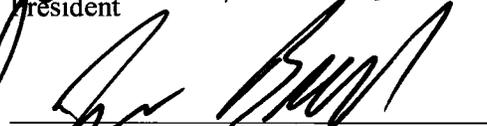
This Memorandum of Agreement will expire on June 30, 2021.

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

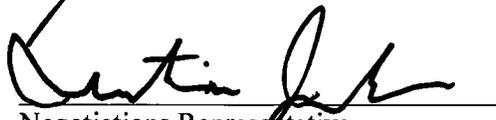
For _____
South St. Paul Teachers' Association
Local #861



President



Vice President



Negotiations Representative

Dated: 9/4/19

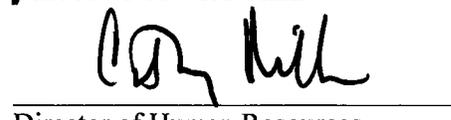
For _____
South St. Paul Public Schools
Special School District No. 6



School Board Chair



School Board Vice Chair



Director of Human Resources

Dated: 9/4/19

**Memorandum of Agreement
Opening Week Schedule**

It is hereby agreed between South St. Paul Public School District No. 6, (hereafter "District) and South St. Paul Teachers Association Local #861 (hereafter "Union") agree to the following:

The parties agree to:

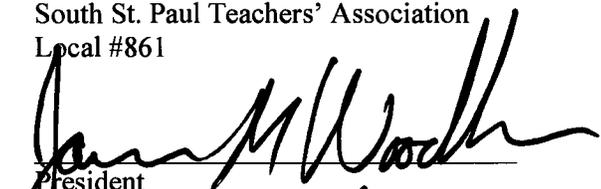
If opening week, prior to the start of the 2019-20 and 2020-21 school year, is scheduled for five days, teachers will be provided ten (10) hours of unscheduled time. If opening week is four days, teachers will be provided eight (8) hours of unscheduled time.

This Memorandum of Agreement is entered into as part of the Agreement between the South St. Paul Public Schools, Special School District No. 6, and the South St. Paul Teachers' Association, Local #861.

This Memorandum of Agreement will expire on June 30, 2021.

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

For _____
South St. Paul Teachers' Association
Local #861



President

Vice President



Negotiations Representative

Dated: 9/4/19

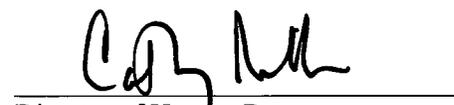
For _____
South St. Paul Public Schools
Special School District No. 6



School Board Chair



School Board Vice Chair



Director of Human Resources

Dated: 9/4/19

**Memorandum of Agreement
External TOSA**

This Memorandum of Agreement (“MOA”) is entered into by and between South St. Paul Public Schools, Special School District No. 6, (hereafter “District”) and South St. Paul Teachers’ Association, Local #861 (hereafter “Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District;

WHEREAS, the CBA does not currently address External Teachers on Special Assignment (“TOSA”);

WHEREAS, the parties desire to define and outline the rights of an External TOSA;

NOW, THEREFORE, the Union and the District agree as follows:

1. **Definition:** An External TOSA shall mean a teacher who, upon hire, was not previously employed in the District, and has not acquired continuing contract status pursuant to Minn. Stat. § 122A.40 in the District. An External TOSA serves the same purpose as a TOSA as defined in Article XXI, Section 1.
2. **Rights:** The rights of an External TOSA shall be as follows:
 - a. Effective the 2019-20 school year, an External TOSA shall accrue seniority during the time of service as an External TOSA, and each year of applicable service in accordance with Minn. Stat. § 122A.40 will count toward earning.
 - b. Employees in an External TOSA position cannot bump other teachers as described in Article XVI of the CBA, and such employees cannot be bumped out of their external TOSA position. Employees in an External TOSA position are also not subject to the realignment doctrine. Therefore, the District shall not be required to displace an External TOSA with another teacher in order to accommodate the seniority claim of a more senior teacher, regardless of specific areas of licensure or probationary/non-probationary status during the process of layoff or recall.
 - c. An External TOSA shall remain an External TOSA in the District, unless the employee’s employment is terminated pursuant to Minn. Stat. § 122A.40, the District reassigns the employee to a teaching position, or the position is eliminated after the employee attains continuing contract rights and the employee is reassigned to a teaching position through the unrequested leave of absence (“ULA”) process as described in paragraph 2(e) herein.
 - d. An External TOSA who does not have continuing contract rights shall have no unrequested leave of absence rights pursuant to this MOA or the CBA. If an External TOSA position is eliminated and the teacher in the External TOSA position has attained continuing contract rights in the District, the teacher has no right to displace any teacher. The teacher, who has attained continuing contract rights in the District does have the right to be placed on ULA in accordance with the District’s ULA process.
 - e. An External TOSA shall be a member of the teacher collective bargaining unit and shall be subject to the terms and conditions of employment as outlined in the current CBA to the extent that they do not conflict with this MOA.
 - f. Compensation shall be in accordance with the current CBA between the District and the Union.

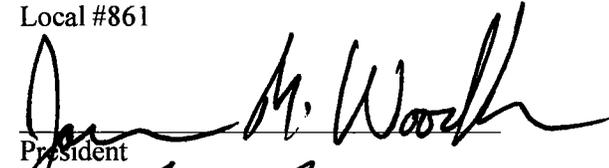
3. **Continuance:** The District reserves the total discretion to determine whether to assign the teacher to the External TOSA position beyond one year.

This MOA is entered into as part of the CBA between the South St. Paul Public Schools, Special School District No. 6, and the South St. Paul Teachers' Association, Local #861.

This MOA will expire on June 30, 2021.

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

For _____
South St. Paul Teachers' Association
Local #861



President



Vice President



Negotiations Representative

Dated: 9/4/19

For _____
South St. Paul Public Schools
Special School District No. 6



School Board Chair



School Board Vice Chair



Director of Human Resources

Dated: 9/4/19