

Shakopee Public Schools

Independent School District No. 720
Shakopee, Minnesota

and the

Shakopee Education Association
affiliated with
Education Minnesota, the National Education Association,
and the American Federation of Teachers

COLLECTIVE BARGAINING AGREEMENT

July 1, 2013 - June 30, 2015

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September 2013

Edited & Reviewed by: Dale J. Anderson, SEA President & Negotiations Chair
 Dr. Rod Thompson, SPS Superintendent
 Shaleen Roth, SPS Personnel Manager

2013-2015 AGREEMENT

This contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT No. 720, Scott County, Minnesota, hereinafter referred to as the "Board, District, or Employer," and the SHAKOPEE EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE I RECOGNITION

SECTION 1.1 EXCLUSIVE BARGAINING REPRESENTATIVE

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the appropriate unit which is as follows:

All professional employees of Independent District No. 720 Shakopee, Minnesota, who are required to be and are licensed by the State Board of Education, or Board of Teaching, excluding supervisory employees, confidential employees, Superintendents, assistant Superintendents, principals, assistant principals who devote more than 50 percent of their time to administrative or supervisory duties, and all other employees excluded by law.

The Board agrees not to negotiate with any teacher's organization other than the Association so long as the Association is the duly authorized exclusive bargaining agent of the teachers of this district.

SECTION 1.2 "TEACHER" DEFINED

The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE II NEGOTIATION

In the month of March of each odd-numbered year the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the next succeeding contract period as provided by the P.E.L.R.A. provided that if the Association is not then the exclusive bargaining agent of the teachers of this district, then negotiations shall thereupon be undertaken between the Board and the then duly authorized exclusive bargaining agent.

ARTICLE III BOARD RIGHTS

The exclusive representative recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

The exclusive representative recognizes the right and obligation of the Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Board and shall be governed by the laws of the State of Minnesota, and by Board rules, regulations, directives, and orders issued by properly

designated officials of the District. The exclusive representative also recognizes the right, obligation and duty of the Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

The foregoing enumeration of Board rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Board.

ARTICLE IV

DUES CHECK OFF

SECTION 4.1 DUES CHECK OFF

Any teacher may sign and deliver to the Board an agreement authorizing deduction of membership dues in the Association, including the Education Minnesota, the National Education Association or the American Federation of Teachers and their affiliates. Such authorization shall continue in effect for that year and from year to year thereafter unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct one-eighteenth of such dues from each regular salary check of the teacher beginning with the first check each September through the eighteenth check of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the eighteenth check of each year.

SECTION 4.2 DUES PAYMENTS TO THE ASSOCIATION

Pursuant to authorization of the employee for membership dues, the Board agrees to remit to the Association the monies deducted by the Board over the eighteen paychecks beginning in September of each year (see Article IV.1).

SECTION 4.3 FAIR SHARE FEES

In accordance with M.S. 179A.06, Subd. 3, as amended, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, the District, and to each teacher to be assessed the fair share fee.

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

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

ARTICLE V

HOURS OF SERVICE

SECTION 5.1 **BASIC DAY**

The teacher's day shall be eight (8) hours, inclusive of 30 minutes duty free lunch.

SECTION 5.2 **BUILDING HOURS**

The specific hours at any individual building may vary according to the needs of the educational program of the District. The specific hours for each building will be designated by the Board.

SECTION 5.3 **ADDITIONAL ACTIVITIES**

1. In addition to the basic school day teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the Board or its designated representative. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular and supervisory activities as determined by the principal, Superintendent or Board.
2. High school faculty are expected to attend Shakopee High School's annual graduation ceremony.

SECTION 5.4 **ELEMENTARY PREPARATION PERIOD**

All full-time elementary teachers, including specialists, shall receive 250 minutes of preparation time per week during the student contact day. In the event there are fewer than five student contact days during a regular work week of the school year, the amount of preparation time shall be reduced proportionately.

The elementary principal shall have the exclusive discretion to assign preparation time to each full-time elementary teacher in varying blocks of time per day. However, a block of time shall be no less than 20 minutes.

The Superintendent has the exclusive discretion to assign whatever type of personnel that the Superintendent deems appropriate, including non-licensed personnel, in order to implement and maintain the provisions of this Section.

SECTION 5.5 **SECONDARY INSTRUCTION TIME**

1. **Normal Instructional Assignment.** The normal assignment for full-time teachers in the secondary schools of the District shall be five (5) teaching assignments, one (1) assigned supervision, and (1) preparation period in a seven (7)-period day. Teachers will not be assigned six (6) teaching assignments.
2. **Voluntary Additional Assignment.** A teacher may voluntarily accept a sixth teaching assignment and will be paid an additional amount on a pro-rata one-sixth (1/6) basis.
 - a. Compensation for a sixth teaching assignment, as defined in Article V, will only be given in instances when the sixth assignment is in lieu of the regularly scheduled preparation period.
 - b. A teacher may volunteer to retain their regular preparation period and teach a sixth teaching assignment in lieu of a regular supervisory assignment with no additional compensation.
 - c. The District retains the right to accept or reject such an offer and that the final decision will not be subject to grievance.
 - d. The District may offer a teacher the opportunity to write curriculum, engage in staff development, or other similar activities in place of the supervisory duty. Curriculum writing, staff development, or similar activities when performed in lieu of supervision shall be on a voluntary basis. The need for teachers to write curriculum will be determined by the District.

SECTION 5.6 **QUARTERLY TEACHER PLANNING DAYS**

Teachers shall be scheduled for a full day of planning time at the end of each of the four (4) marking periods.

ARTICLE VI

DUTY YEAR

SECTION 6.1 CONTRACT DAYS

The work year shall be 186 teacher duty days. For probationary teachers, the work year may include up to 191 teacher duty days for the duration of their probationary period. Teachers who have taught in another state within the same district for three (3) consecutive years, shall be required to work up to 191 teacher duty days their first year in the District and 186 days there-after. Probationary teachers may voluntarily participate in the District's Deferred Compensation program as compensation for these extra hours.

SECTION 6.2 DAYS CANCELLED DUE TO WEATHER

In the event of school cancellation due to severe weather, teachers shall not be required to report to work, nor be subject to pay deduction or make-up days, unless such days are rescheduled by the Board in accordance with Article XIX.

SECTION 6.3 STRETCH CALENDAR

Beginning with teachers hired January 1, 2005 or later, The District may schedule a "stretch calendar" for teachers who work with children that require additional instruction during the normal breaks of the year including the summer period, keeping their total contract days at the number set in this agreement. An effort will be made to provide days off during the regular student contact year that take into account the needs of the students as well as to the benefit of the teacher working the stretch calendar. Nothing prohibits teachers hired before January 1, 2005 from requesting and being selected to work a stretch calendar.

ARTICLE VII

BASIC SCHEDULES AND RATES OF PAY

SECTION 7.1 BASIC COMPENSATION

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2013-2014 school year.

The wages and salaries reflected in Appendix B, attached hereto, shall be a part of the Agreement for the 2014-1015 school year.

SECTION 7.2 STATUS OF THE SALARY SCHEDULE

The salary schedules are not to be construed as a part of a teacher's continuing contract and the Board reserves the right to withhold increment advancement, lane changes, or any other salary increase for proper cause. The Board shall give the teacher the reasons for such action in writing. Such action shall be subject to the grievance procedure.

SECTION 7.3 PLACEMENT ON SALARY SCHEDULE

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule...

- 1. Definition of Salary Schedule Lanes.** Advancement along salary lanes occurs every 10 semester or 15 quarter college credits. All semester credits shall be referred to and considered at a conversion rate of 1 semester credit equals 1.5 quarter credits. These credits must be upper division college credits or graduate credits. It is recommended that teachers planning future advancement to the MA level consider the graduate credit requirement at that level.

2. **Definition of Professional Training.** All credits, semester or quarter, as well as any Master's Degree programs, must be earned after the bachelor's degree (see a. below for definition) has been granted and must have the District's written approval prior to registration for the course. All of these credits must relate to the teacher's current teaching assignment and be upper level for any of the B.A. lanes and graduate level for any of the M.A. lanes.
 - a. **B.A. Lane.** Requires a bachelor's degree from a teacher training institution upon which a valid Minnesota Teaching Certificate has been granted.
 - b. **B.A.+10/15 Lane.** Ten (10) semester or 15 quarter hour qualifying credits after the bachelor's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - c. **B.A.+20/30 Lane.** 20 semester or 30 quarter hour qualifying credits after the bachelor's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - d. **B.A.+30/45 Lane.** 30 semester or 45 quarter hour qualifying credits after the bachelor's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - e. **Master's Degree/M.A. Lane.** The awarding of a master's degree through completion of a qualifying university's master's program, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - f. **M.A.+10/15 Lane.** Ten (10) semester or 15 quarter hour qualifying credits after the master's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - g. **M.A.+20/30 Lane.** 20 semester or 30 quarter hour qualifying credits after the master's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - h. **M.A.+30/45 Lane.** 30 semester or 45 quarter hour qualifying credits after the master's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - i. **Specialist/PhD/EdD Lane.** The specialist degree requires completion of a specialist degree from an accredited teacher-training institution, which must relate to the teacher's current teaching assignment. The doctorate degree requires completion of a doctor's degree from an accredited teacher-training institution, which must relate to the teacher's current teaching assignment. In order to qualify for the specialist/doctor's degree level, such degree and credits within the degree must have the written approval of the Superintendent, whose decision shall be final and binding and shall not be subject to the grievance procedure.
3. **Lane Change Application.** Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree, and must be taken from an accredited college or university pursuant to the provisions Article VII, §2 a through i above. College credits not accepted by the granting institution for their own graduate programs shall not be applied to lane changes.
4. **Rate of Earning Credits.** There shall be no limit on the number of credits per quarter or semester that may be taken or earned for lane advancement during the school year. No credits shall be earned for lane advancement by completion of any in-service or non-college course work.
5. **Credits Submission Deadline.** Individual contracts will be modified to reflect qualified lane changes effective the first of the month following the month in which the teacher submits satisfactory evidence of completion of the requirements for the lane change to the Personnel Office. Lane changes will not be retroactive. Lane changes shall be granted and paid even if the effective date of the contract has elapsed and no subsequent contract is in effect.
6. **Credit Qualification.** College credits earned under Section 3 must have had prior approval of the administration. All undergraduate courses taken must be completed with a grade of C or P or better and all graduate courses taken must be completed with a grade of B or P or better.
7. **Prior Experience.** All teachers may be given full credit on the salary schedule set forth in Appendix A and B for all years of outside teaching experience in a District accredited by a recognized accrediting agency.

SECTION 7.4 ADDITIONAL COMPENSATION

1. **Excess Assignment.** Any classroom teaching assignment which exceeds the normal teaching assignments or which exceeds the established school calendar will be remunerated on a pro rata basis. A teaching assignment including an additional class at the secondary level shall be paid an additional one-sixth (1/6) of the applicable salary in Appendices A and B for the duration of the additional assignment.
2. **Co-Curricular Compensation.** Teachers involved in co-curricular assignments as set forth in Appendices E or F, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement.
3. **Summer School.** All summer school teaching assignments shall be remunerated at the rate of \$30.00 per hour, or the hourly wage of the individual teacher paid during the previous year, whichever is less. An additional one-quarter (1/4) hour will be paid for each hour of teaching.
4. **Curriculum writing.** Curriculum writing shall be paid on a flat fee per project basis as determined by the District or upon an hourly rate. The hourly rate shall be \$29.00 per hour or the hourly wage of the individual teacher paid during the previous year, whichever is less.
5. **Voluntary Subbing.** Volunteer subbing in lieu of a teacher's preparation period shall be paid at the hourly rate of \$34.00 per hour.
6. **District Sponsored Staff Development.** When the District, at its discretion, offers to provide paid seminar/workshop/staff development opportunities beyond the normal duty days, the teachers will be paid at an hourly rate of \$25.00 per hour.
7. **Leadership Compensation.** The District shall provide leadership compensation at the rate of up to \$50.00 per building FTE per year. The District and Association shall meet annually to allocate this compensation.
8. **Service to District Compensation.** Teachers who have completed their 26th year of service to this District shall receive an additional compensation of \$750 annually, commencing the following school year.

SECTION 7.5 PAY DATES

Teacher's salary checks will be paid every other Friday beginning September 1, 2013.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1 "GRIEVANCE" DEFINED

A grievance shall mean an allegation by a teacher, supported by the Association, resulting in a dispute or disagreement between the teacher and the Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in the Agreement.

SECTION 8.2 REPRESENTATION

The administrator or Board may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf. The teacher will be represented by the Association or its designee to act in his/her behalf during all steps of the formal procedure.

SECTION 8.3 DEFINITIONS AND INTERPRETATIONS

1. **Extension.** Time limits specified in this Agreement may be extended by mutual agreement in writing.
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.
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.

4. **Filing and Postmark.** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

SECTION 8.4 TIME LIMITATION WAIVER

An effort shall first be made to adjust an alleged grievance informally between the teacher and the Board's designee. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the grievance occurred. 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 period, hereafter provided, shall constitute a waiver of the grievance.

SECTION 8.5 ADJUSTMENT OF GRIEVANCE

The Board and the Association shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the District in the following manner...

1. **Level I.** If the grievance is not resolved through informal discussions, the appropriate administrator shall give a written decision on the grievance including reasons therefore to the parties involved within five days after receipt of the written grievance.
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 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 days after receipt of the appeal. Within five days after the meeting, the Superintendent or his/her designee shall issue a decision in writing, including reasons therefore, to the parties involved.
3. **Level III.** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 15 days after the meeting, the Board shall issue its decision in writing, including reasons therefore, to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the Board. The Board shall then render its decision in writing, including reasons therefore, to the parties involved.

SECTION 8.6 BOARD REVIEW

The Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

SECTION 8.7 DENIAL OF GRIEVANCE

Failure by the Board to issue a decision at Level III within the time periods provided herein shall constitute a denial of the grievance and the Association may appeal it to the next level.

SECTION 8.8 ARBITRATION PROCEDURE

In the event that the teacher, supported by the Association, and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein...

1. **Notification.** A notification to submit a grievance to arbitration must be in writing, signed by the Association, and such request must be filed in the office of the Superintendent within 15 days following the decision in Level III of the grievance procedure.
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.

3. **Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached within the ten days, either party may request the Bureau of Mediation Services to provide a list of arbitrators from which one will be chosen, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. The failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.
4. **Submission of Grievance Information.** Upon appointment of the arbitrator, the appealing party and the Board may within five days after notice of appointment, forward to the arbitrator the submission of the grievance, which shall include the following...
 - a. The issues involved.
 - b. Statement of the facts.
 - c. Respective position of the grievant or Board.
 - d. The written documents relating to Article VII, Section 5 of the grievance procedure.
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 will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator.
6. **Decision.** The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.
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.
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 Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 8.9 MISCELLANEOUS

1. **Records.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from teacher personnel files.
2. **Policy Grievance.** A teacher, supported by the Association, who alleges he/she is aggrieved regarding the application or misinterpretation of existing policies duly promulgated by the Board of the District may file a grievance which shall be known as a "policy grievance". Such a grievance may be processed under the existing grievance procedure except that the final step shall be Level III.

ARTICLE IX

ITINERANT STAFF

Teachers may be required to use their own automobile in the performance of their duties, and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of \$100.00 or reimbursement for mileage between buildings, whichever is greater, per semester per daily move. Said fee shall be determined prior to the first paycheck following the commencement of the assignment. Reimbursement for said expenses shall be granted only with the prior approval of the administration.

ARTICLE X

CAFETERIA PLAN

SECTION 10.1 "CAFETERIA PLAN" DEFINED

The District will provide a cafeteria plan for all eligible teachers. Insurance options available under the cafeteria plan include medical, dental, term life and income protection. The cafeteria plan shall comply with all legal requirements.

SECTION 10.2 DISTRICT CONTRIBUTIONS TO THE CAFETERIA PLAN

The District shall continue to contribute annually on behalf of each teacher a sum towards the cafeteria plan. The amount to be contributed by the District for each teacher shall be based upon three categories of participation in the medical option of the cafeteria plan: Single, Employee Plus One, and Family.

1. **Benefit Amounts.** The amount of annual contribution for the three categories of participation will be...
 1. For 2013-2014: Single \$7,464; Employee Plus One \$10,987; and Family \$13,168.
 2. For 2014-2015: Single \$7,464; Employee Plus One \$10,987; and Family \$13,168.
2. **Forfeiture.** Teachers who waive medical coverage will be subject to a loss of credit of a portion of the District's contribution that is provided to teachers electing single medical insurance coverage. The loss of credit for teachers waiving medical coverage shall be equal to 90% of the single rate of the District VEBA 830 medical plan. As of July 1, 2010, Teachers who take medical insurance through the District shall forfeit any cash reimbursement in excess of 50% of the amount allowed those who waive the District's insurance plans.
3. **Duration of Contribution to Cafeteria Plan.** A teacher is eligible for the District contribution to the cafeteria plan as provided in this Article as long as the teacher is employed by the District. Upon termination of employment, all District contributions shall cease unless said termination is due to early retirement and qualifies for continued District contribution under Article XVIII.4.

SECTION 10.3 LIMITATIONS AND REQUIREMENTS

1. **Limitation of Insurance Coverage.** The insurance coverage set forth in Article X shall be prorated for teachers working less than full-time.
2. **Required Election.** Teachers are required to elect basic \$50,000 term life insurance, dental insurance, and income protection insurance. Furthermore, teachers generally must elect one medical insurance option or be subject to loss of credit of a portion of the District contribution as detailed in Section 2 of this Article.
3. **Income Protection Insurance.** The District shall provide income protection insurance. Teachers that meet the requirements for income protection must utilize income protection benefits and discontinue sick leave benefits as provided in Article XI.
4. **Claims Against the District.** It is understood that the District's only obligation is to purchase an insurance policy provided the teacher has requested such insurance in writing and the District has acknowledged receipt of such request in writing, and pay such amount as agreed to herein and no claim shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

SECTION 10.4 INSURANCE CARRIER AND POLICY SELECTION

The selection of the insurance carrier and policy, provided that the type of coverage shall not be less than the existing policy, shall be made by the District as provided by law.

SECTION 10.5 INSURANCE REFUND

Any amount of money returned from the medical insurance carrier to the District shall be refunded on a pro rata basis to each member.

ARTICLE XI

LEAVES

SECTION 11.1 SICK LEAVE

1. **Benefit Amounts.** Each full-time teacher shall be credited with a 15 day sick leave allowance at the beginning of each school year but such sick leave shall be earned at the rate of one and two-thirds day per month to be used for absence caused by illness of the teacher. The unused portion of such allowance shall accumulate from year to year to a maximum of 165 working days. The Board shall furnish to each teacher a written statement at the beginning of each school year setting forth the total of sick leave credit. In the event that a teacher is contracted to work less than five days per week, sick leave shall be granted on a pro rata basis.

- a. **Sick Leave with Pay.** Sick leave with pay shall be allowed by the Board whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days. A teacher's sick leave may also be used for the care of an ill child pursuant to M.S. Statute 181.9413.

The Board may require a teacher to furnish a medical certificate from the school health officer or 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.

Sick leave pay shall be approved only upon the submission of an electronic request (currently through AESOP) or a signed request upon the authorized sick leave pay request form available at the office.

However, the final determination as to the eligibility of a teacher for sick leave is reserved to the Board.

- b. **Additional Sick Leave.** Any full-time teacher who has completed ten years of employment with the District shall be granted, as a supplement to the above sick leave, 30 days of major medical leave which may be used for hospital confinement. This leave is non-accumulative. These 30 days of major medical leave for hospital confinement is to be used after all accumulated sick leave days have been used by the teacher.

In extenuating circumstances, the Superintendent shall have discretion to grant additional paid sick leave to teachers on a non-precedent setting basis.

- c. **Sick Leave Loan.** Additional loaned sick leave benefits will be granted to any teacher who has been employed by the District for three (3) years and who has exhausted accumulated sick leave benefits if such teacher has been continuously disabled and unable to teach for a period of twenty-five (25) or more consecutive work days, as certified by a medical doctor. Additional loaned sick leave benefits up to a maximum of twenty (20) days may also be granted for a subsequent absence during the same school year due to the same medical condition.

Such additional loaned sick leave benefits will commence as of the work day immediately following the last day of regular sick leave payment. Additional loaned sick leave benefits will continue only for the period during which the teacher remains continuously disabled and unable to teach, and shall cease in any event after sixty (60) calendar days of disability.

The loaned days will be re-paid utilizing the following requirements:

- i. At the beginning of each school year, four (4) days per year will be deducted from an employee's accumulated sick and/or personal leave until the total loaned days are paid back.
 - ii. These four (4) days can be a combination of sick and personal days; however, at least one personal day must be used. The employee must notify the Human Resource Department when they return from their leave, their choice of re-payment (e.g. Sick or personal days).
 - iii. At the end of the school year, the employee may apply additional accumulated sick and/or personal days to the balance of the loaned days.
 - iv. If the loaned days are not re-paid and the teacher resigns or is terminated, the remaining days will be deducted from their final paycheck. If the teacher is unable to return due to a disability, this provision will not apply.
- d. Pay Back.** In the event of resignation, termination or discharge of a teacher to whom sick leave has been advanced in excess of that accumulated, the teacher is required to refund the amount paid for the period of such excess.
2. **Unused Sick Leave Benefit.** Teachers who have the maximum sick leave accumulation and use three (3) or fewer sick leave days in any school year shall receive one (1) additional personal leave day in the following school year in exchange for the twelve (12) to fifteen (15) days of accrued sick leave. Personal leave days taken shall not be counted for purposes of this section. However, sick leave days used pursuant to Article XI, Sections 4, 5, and 7 (for family illness only) shall be counted for purposes of this section.
 3. **Insurance Coordination.** Teachers must utilize income protection insurance benefits immediately upon expiration of the waiting period. Thereafter, the teacher may draw upon accumulated sick leave and be paid the difference between compensation received from income protection and the teacher's basic salary. A deduction shall be made from accumulated sick leave according to the pro rata portion of the days of sick leave used to supplement income protection. In no event shall the additional compensation paid to the teacher from sick leave result in the payment of total daily, weekly or monthly compensation that exceeds the normal basic compensation of the teacher.
 4. **Transfer of Sick Leave.** In case of an extended illness resulting in qualification for long term disability benefits where the teacher does not have an adequate amount of accumulated sick leave to carry through until disability benefits begin, any teacher may transfer one day of his or her available unused sick leave to the teacher on disability. Such a transfer would result in a one day reduction of sick leave benefits from the transferring teacher.

SECTION 11.2 FAMILY MEDICAL LEAVE ACT

1. **Purpose.** Pursuant to the federal Family Medical Leave Act (FMLA), an eligible teacher shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per twelve (12)-month period in connection with the following:
 - a. the birth and first year care of his/her child;
 - b. the adoption or foster placement of his/her child;
 - c. the serious health condition of a teacher's spouse, child, or parent;
 - d. the teacher's own serious health condition;
 - e. other conditions required by FMLA.
2. **Salary and Fringe Benefits.** Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in the Agreement for the period of the leave, notwithstanding any other provisions of this Agreement.
3. **Eligibility.** To be eligible for the benefits of this section, a teacher must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such twelve (12)-month period.
4. **Paid Leave Under the Agreement.** While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. above, are unpaid, nothing shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement. Provided the teacher qualifies for the

paid leave: i.e. sick leave or personal leave, pursuant to the provision of this Agreement governing such leaves. Moreover, nothing in this Agreement shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement. (In other words, the FMLA leave shall run concurrently with the leave(s) provided in the Master Agreement.)

5. **Notification.** When the reason for leave is foreseeable, the teacher shall make a written request for said leave at least thirty (30) days prior to the beginning of the leave. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

SECTION 11.3 PERSONAL MEDICAL LEAVE

Teachers are eligible to apply for an unpaid medical leave of absence for up to one year after they have exhausted all of their sick and FMLA leave.

1. **Failure to Return.** Failure of the teacher to return pursuant to the date determined as the end of his/her disability shall constitute grounds for discharge.
2. **Documentation.** The teacher shall provide at the time of the leave application, a statement from a health care provider certifying the need for and the expected duration of the medical leave.
3. **Notification.** When the reason for leave is foreseeable, the teacher shall make a written request for said leave at least thirty (30) days prior to the beginning of the leave. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.
4. **Extending Leave.** A teacher wishing to extend this leave into the following school year must submit a written request by March 1. Failure to notify in writing by March 1 shall constitute grounds for discharge.

SECTION 11.4 USE OF SICK LEAVE FOR PREGNANCY AND CHILDBIRTH

1. **Rights.** A pregnant teacher shall be entitled to available sick leave pursuant to Article XI, section 2 during the period of actual illness/disability related to pregnancy or childbirth.
2. **Failure to Return.** Failure of the teacher to return pursuant to the date determined as the end of her disability shall constitute grounds for discharge.
3. **Notification.** A pregnant teacher shall notify the district in writing no later than the end of the fifth month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

SECTION 11.5 CHILD CARE LEAVE

1. **Rights.** Child care leave shall be granted by the District subject to the provisions of this Section, and applicable state and federal laws. Child care leave shall be granted to one teacher-parent of a natural or adopted infant child and in order to care for such child on a full time basis. A teacher making application for child care leave shall have the following duties...
 - a. Inform the District in writing of the intention to take the leave not less than 30 days before the date the leave is to begin, except if the birth of a child requires leave to begin in less than 30 days, the teacher shall provide such notice as is practicable. A teacher wishing to extend this leave into the following school year must submit a written request by March 1. Failure to notify in writing by March 1 shall constitute grounds for discharge.
 - b. The application shall include the beginning date and the return date for the child care leave.
 - c. The teacher shall provide at the time of the leave application, a statement from the health care provider indicating the expected date of delivery. Child care leave may be taken following the utilization of sick leave and/or long-term disability due to the pregnancy, delivery, and recovery.
2. **Requirements.** The following rules apply to the duration, nature and timing of the requested child care leave...
 - a. The District may grant a child care leave of up to 12 months. The District has the right to adjust the end date of the leave to conform with a natural break in the school calendar. The

entitlement to leave for the care of a child shall expire at the end of the 12-month period beginning on the date of such birth or placement. Where a husband and wife are employed by the District, the aggregate total of childbirth leave shall not exceed 12 months.

- b. Where the teacher begins child care leave for more than 5 weeks prior to the end of the school year, the teacher shall continue taking leave until the end of the school year if the leave is of at least 3 weeks duration or until a natural break in the school calendar as determined by the District.
 - c. Where the teacher begins child care leave 5 weeks or less prior to the end of the school year, the teacher shall continue taking leave until the end of the school year.
3. **Return Agreement.** A teacher returning from child care leave shall be re-employed in a position for which the teacher was qualified prior to the leave provided the teacher returns on the date approved by the Board and maintains the licenses held prior to the leave.
 4. **Limitations.** Leave under this Section shall be without pay or fringe benefits except as required by state or federal law. A teacher on Child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she/he wishes to retain commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.
 5. **Effect on Application for Tenure.** The parties agree that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of probationary period.

SECTION 11.6 ADOPTION LEAVE

The Board shall grant unpaid adoption leave to a teacher upon written application in accordance with the following procedure...

1. The teacher shall notify the Superintendent in writing immediately upon learning of home placement of the adopted child or 30 calendar days prior to the requested beginning date of such leave, whichever is earlier.
2. The adoption leave shall begin no earlier than 30 days after the date of the request and not earlier than the date of home placement.
3. A teacher shall be allowed to take up to thirty (30) days of leave upon the arrival of his/her child. The teacher may choose to use up to 30 days of accumulated sick leave to offset the unpaid portion of the leave upon furnishing a statement from a medical provider.
4. Adoption leave may be taken for a period of up to 12 months in duration.
5. At the time of submission of a written request for adoption leave as provided above, the teacher shall designate the duration of such leave and the return date. However, the teacher shall be permitted to return to employment only at the discretion of the Superintendent and then only at the beginning of a building marking period.
6. Where the two parents are employed by the District, the aggregate total of adoptive leave shall not exceed 30 days.
7. Supplementary requirements identified in Article XI.5 (Child Care) shall apply to adoption leave.

SECTION 11.7 FAMILY SICK LEAVE

Each teacher will be allowed the number of days identified in Minnesota Statute for sickness of immediate family, currently up to twenty (20) days per year (this is non-accumulative). The leave will be granted upon a written request of the teacher. Days used for family illness will be deducted from sick leave. For reference to family sick leave regarding children see Article XI.1.a.

For purposes of this section, immediate family shall mean: mother, father, spouse, aunt, uncle, grandchild, grandparent, brother, sister and in-laws of the same degree, step children and step parents.

Additional sick leave may be granted at the discretion of the Superintendent whose decision shall not be subject to the grievance procedure.

SECTION 11.8 BEREAVEMENT LEAVE

Each teacher will be allowed five (5) days for death of spouse, mother, father, child, step-child, mother-in-law, father-in-law, sister and brother, and in-laws of the same degree, and two (2) days for the death of uncle, aunt, grandparent, and grandchild. Days used for bereavement will not be deducted from sick leave.

SECTION 11.9 PERSONAL LEAVE

Each teacher will be granted two (2) days of personal leave annually without loss of pay to be used at the teacher's discretion as follows...

1. Teachers may not use personal leave during the final ten (10) contract days of the school year. Under special circumstances, personal leave may be taken during the final ten (10) contract days at the discretion and prior approval of the Superintendent, whose decision shall not be subject to grievance procedures.
2. No more than 5 percent of the teachers assigned to a school building may take personal leave at any one time. (This figure is to be rounded to the nearest whole number.)
3. Notification of personal leave must be made in writing to the building principal at least 24 hours in advance except in the event of an emergency.
4. Up to three (3) accumulated unused personal leave days (plus one additional day for unused sick leave as defined in Article XI, Section 2) may be carried over into a following school year. After these unused personal leave days have been carried over, any teacher not using additional days of accrued personal leave shall be paid for such unused personal leave days at the lowest substitute rate per day.
5. The maximum amount of Personal Leave available to the teacher in any year shall be two (2) days for the current year, plus three (3) days of Personal Leave carry over as defined in Article XI, Section 6 and one additional day for unused sick leave as defined in Article XI, Section 2.
6. A maximum of one personal leave day per teacher per year may be awarded on district/building staff development days as are designated on the calendar.
7. In the event of an emergency, the limitation on the number of teachers who may take personal leave at any one time as set forth in Article XI, Section 6, §2 may be waived at the discretion of the Superintendent whose decision shall not be subject to the grievance procedure.
8. Teachers may take personal leave of absence only in full or half (½) day increments.

SECTION 11.10 PROFESSIONAL LEAVE

A teacher may be granted professional leave during a school year without salary deduction. This leave time is to be in addition to any visitations which may be made on a regularly scheduled district-wide curriculum day, workshop, or seminar attendance.

A written request is to be made on the Professional Leave Request form to the building principal or immediate supervisor at least one week in advance. Approval of such request will be determined from his/her office and will be based on his/her judgment of the value of the stated objectives or goals of the application for Independent District No. 720.

SECTION 11.11 ASSOCIATION LEAVE

Within each two (2) year contract, the Association will be credited with twenty (20) days to be used by teachers who are officers or designee of the Association. Such leave shall be with pay and shall be used as authorized by the Association President. The Association agrees to notify the Superintendent at least 48 hours prior to the date for the intended use of said leave. Substitute teachers shall be provided for persons on Association Leave with no cost to the individual teacher and the cost of the substitute equally shared by the Association and the District. Up to four (4) members of the Association's leadership will receive one period release from duties to work on Association business and to be available for meetings with the District.

SECTION 11.12 SABBATICAL LEAVE

A teacher who has been employed for five or more years may apply for leave without pay for the purpose of professional growth. An application for sabbatical leave must be submitted to the

Superintendent no later than February 1 preceding the school year during which the leave is requested. The application shall include a written plan for professional growth. The granting of sabbatical leave is subject to the approval of the Board. During said leave the teacher shall be considered to be in the employ of the Board and allowable fringe benefits shall be paid by the Board. Up to two percent of the teaching staff may be granted leave. This Article is not subject to the grievance procedure.

1. **Return Agreement.** When leave is granted the teacher must agree to return for a period of at least three (3) years. If the teacher chooses not to return to the District, or on return does not complete the requirement of three years, the amount of all remuneration will be repaid to the District as follows...
 - a. If the teacher does not return, the total amount of remuneration must be repaid.
 - b. If the teacher returns for one year, only 2/3 of the remuneration must be repaid.
 - c. If the teacher returns for only two years, 1/3 of the total remuneration must be repaid.
 - d. If the teacher returns for three years, no remuneration must be repaid.
2. **Job Status Upon Return.** A teacher, upon return from leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. He/she shall maintain tenure, insurance benefits, accumulated sick leave and all other accrued benefits provided in this Agreement. A teacher must notify the Superintendent in writing of the teacher's intent to return from leave prior to March 1st immediately preceding the year of return. However, the District shall notify the teacher by certified mail prior to February 15th of this requirement.

SECTION 11.13 EMERGENCY LEAVE

1. A teacher may be granted an emergency leave with pay at the discretion of the Superintendent or his/her designee for up to two (2) days per year. These days are non-accumulative and for situations that arise requiring the teacher's attention which cannot be attended to when school is not in session and which are not otherwise covered under policies. These days shall be deducted from sick leave.
2. Deaths, funerals, court appearances, estate settlements, and illness of daycare provider are examples of when this leave may be granted.
3. Requests for emergency leave must be made in writing to the Superintendent or his/her designee at least three (3) days in advance of the absence whenever reasonably possible. The request must state the reason for the proposed leave.
4. An emergency leave day normally shall not be granted for the day preceding or the day following a break in the calendar, nor for the first five (5) days or the last five (5) days of the school year.
5. Additional leave may be granted in extreme emergencies at the discretion of the Superintendent or his designee.

SECTION 11.14 LEAVE FOR JURY DUTY

When employees of the district are ordered by the courts to report for jury duty, they will be relieved from their regular duties in the district that would conflict with this order. When relieved from jury duty during the day, the employee is to return to school for the remainder of that day. Absences for jury duty are to be arranged with the building principal as soon as the court order is received by the employee. Absences for jury duty will not count in calculating absence limitations in other policies of the District. The salary paid to the employee during absences for jury duty shall be at the regular rate less the fee paid to the employee by the court for this jury duty.

SECTION 11.15 WORKER'S COMPENSATION

Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the District under the provisions of the Worker's Compensation Act, the 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.

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

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

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

A teacher who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit his/her Worker's Compensation check, endorsed to the District, prior to receiving payment from the District for this absence.

ARTICLE XII

DEDUCTIONS

All deductions for absences will be made on the basis of the total number of contract days as provided for in the current school calendar.

ARTICLE XIII

UNREQUESTED LEAVES OF ABSENCE

SECTION 13.1 PURPOSE

The purpose of this policy is to implement the provisions of MN Statute 122A.40 Subd. 10, which policy, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

SECTION 13.2 DEFINITIONS

For purposes of this policy, the terms defined shall have the meanings respectfully ascribed to them.

1. **Teacher.** "Teacher" means any member of the appropriate unit as defined in the Agreement who holds a certificate from the State Department of Education.
2. **Qualified.** "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field in which the teacher has taught within the past five years in the District.

Exceptions to this provision...

- a. K-6 shall be treated as a single category when applying the requirement for teaching experience within the last five (5) years.
 - b. Deans are considered to have continuing teaching experience in the area(s) of licensure in which they had been teaching the District within the five-year period just prior to assuming the position of Dean.
 - c. Teachers in coordinator or other special assignments within the bargaining unit are considered to have continuing teaching experience in the area(s) of licensure in which they had been teaching in the District within the five-year period just prior to assuming a position as coordinator or a position on special assignment.
 - d. Teachers initially employed as Deans, coordinators, or in special assignments within the bargaining unit shall be deemed to have taught within the last five (5) years in the area(s) of teaching licensure held at the time of employment in the District.
 - e. Secondary principals have discretion to assign supervisory duties (i.e. study halls, cafeteria, etc.) to teachers without regard to the provisions of this Article.
 - f. In subject areas where the state does not require a specific license, the District reserves the right to set qualifications for positions.
3. **Seniority.** "Seniority" means, continuing contract qualified teachers commencing with the first day of actual service in the District and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other leaves of absence. In

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

4. **Board.** "Board" means the local governing board of the District.
5. **Cooperative Center Assignment.** In the event that a Cooperative Center is organized, in which the District is a member, and a teacher of the District transfers to the Cooperative Center, that teacher will retain rights provided in this Article as follows:
 - a. If the teacher's position in the Cooperative Center is discontinued or the Cooperative Center disbands, the teacher will retain seniority rights in the subject matter or field employed at the time of leaving the District, according to the number of years seniority the teacher would have had the teacher not been transferred.
 - b. This provision shall have no force and effect if the Cooperative Center has functioned for five (5) years.
 - c. If the teacher is discharged, terminated or resigns from the Cooperative Center, the teacher shall retain no rights pursuant to this Article.
6. **Teachers on Special Assignment.** Teachers on special assignment shall be qualified in the subject matter or field in which taught, at the time given such assignment.

SECTION 13.3 UNREQUESTED LEAVES OF ABSENCE

1. **District Authority.** The Board may place on unrequested leave of absence for a period not exceeding three calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the Board.
2. **Selection for Leave.** Only those teachers who are currently teaching in the subject matter or field in which such position is terminated shall be placed on unrequested leave of absence, except that a teacher whose position is terminated may bump into another subject matter or field and shall have seniority in such subject matter or field if said teacher has taught in that subject matter or field, in the District, within the past five years and is qualified.
3. **Notice.** Teachers placed on such leave shall receive notice by June 1st of the school year prior to the commencement of such leave with reasons therefore. A hearing will be provided as set forth in MN Statute 122A.40 Subd. 14, if a written request for a hearing is received by the Board within ten days after the teacher received notice of placement on unrequested leave of absence.
4. **Seniority.** Qualified teachers shall be placed on unrequested leave in inverse order of seniority in the field and subject matter currently employed. Such teachers shall not be permitted to apply or exercise their seniority in any other subject matter or field than the one in which they are qualified. No qualified teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same field and subject matter of current employment.
5. **Process.** In the event of a staff reduction, action affecting teachers whose first date of employment commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be in the following order...
 - a. **Step.** The term "step" shall mean "experience factor." "Experience factor" is defined as the sum of total teaching experience in the Shakopee District, effective the first duty day, plus the number of years of outside teaching experience, recognized by the Shakopee District for initial salary schedule placement at the time of initial employment by the District, pursuant to Article VII.3.7.
 - b. **Lane.** In the event "lane" must be used as a tie breaker, only the lane recognized by the District for salary schedule purposes pursuant to Article VII., Section 3, § 1, which was in effect on November 1 of the school year during which placement on unrequested leave of absence will occur, shall apply. In accordance with Article XIII, Section 5, a preliminary teacher seniority list shall be prepared and posted annually by the District on or before the end of the first student contact day of the school year. A revised teacher seniority list shall be prepared and posted by the District reflecting applicable lane changes on or before the end of

the day of November 1. The provisions of Article XIII.5.2 and 3, shall become effective January 1 of each school year.

- c. **Other Factors.** Discretion of District based upon performance, training, experience, skills in special assignments, and other relevant factors.
6. **Affirmative Action.** The provisions herein shall not apply if it will result in any violation of the district's affirmative action program which shall include ethnic, race, color or sex; and any person employed in an affirmative action program.
7. **Options 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 district earned prior to the commencement of such leave.
8. **Realignment.** Nothing in this Article shall require the District to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher.

SECTION 13.4 REINSTATEMENT

1. **Teacher Rights.** No new teacher shall be employed by the District while any qualified teacher is on unrequested leave of absence who taught in the same field or subject matter at the time such qualified teacher was placed on an unrequested leave of absence. Teachers placed on unrequested leave of absence shall be reinstated to a position for which they are qualified (Article XIII, Section 2, §2). The order of reinstatement shall be in inverse order in which teachers were placed on requested leave.
2. **Requirements.** When placed on unrequested leave, a teacher shall file his/her name and address with the District personnel 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 District depositing in the mail such notice 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 District if any notice has been mailed as provided herein.
3. **Reinstatement Time Frame.** If a position as provided in the Teacher Rights subsection above becomes available for a qualified teacher on unrequested leave, the District shall mail the notice by certified mail to such teacher, who shall have 33 days from the date of mailing of such notice to accept the re-employment. If written acceptance is not received by the Board within such 33-day period, it shall constitute a waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.
4. **Limitations.** Reinstatement rights shall automatically cease three years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

SECTION 13.5 ESTABLISHMENT OF SENIORITY LIST

The Board shall annually cause a seniority list to be prepared from its records (by name, date of employment, qualification and subject matter or field). It shall post such list by January 1 of each school year in an official place in each school house of the district.

Any person whose name appears on such list and who may disagree with the findings of the Board and the order of seniority in said list shall have ten days from the date of posting to supply written documentation, proof and request for seniority change to the Board.

By January 15, the Board shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Board deems warranted. A final seniority list shall thereupon be prepared by the Board, which list as revised shall be binding on the District and any teacher. Each year thereafter the Board 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.

SECTION 13.6 REVIEW

For purposes of review of the Board's decision placing a teacher on unrequested leave of absence, the provisions of MN Statute 122A.40 Subd. 17 shall apply.

ARTICLE XIV

YEAR-ROUND SCHOOL

In the event that one of the year-round concepts of school operation becomes necessary and adopted, the school calendar shall be amended by the Board and Article VII.1, Basic Compensation, shall be open to negotiation in the next contract.

ARTICLE XV

SUSPENSION

SECTION 15.1 SUSPENSION WITHOUT PAY

A teacher may be suspended without pay for just cause.

SECTION 15.2 NOTICE AND HEARING

Suspension shall take effect upon written notification from the Superintendent of schools to the teacher, stating the grounds of the suspension together with a statement that the teacher may make a written request for a hearing before the Board to review the suspension within ten days after receipt of such notification. Within ten days after receipt of this notification the teacher may make a written request for hearing before the Board to review the suspension. If no hearing is requested within such period, it shall be deemed acquiescence by the teacher to the suspension. If after a hearing before the Board the suspension is reversed and set aside, the teacher shall be reinstated and compensated for salary loss during the period of the suspension. The decision of the Board is subject to the grievance procedure commencing with Article VIII, Section 8.

SECTION 15.3 EFFECTIVE DATE

The suspension shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect after receipt as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the board.

ARTICLE XVI

TEACHER REPRESENTATION

A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. However, such request for representation must be made immediately. If a request for representation is made, such meeting shall take place no later than one hour after the end of the regular school day unless otherwise directed by the specific administrator involved.

Nothing in this Article will be contrary to the provisions of M.S. 122.A.40.

ARTICLE XVII

PUBLICATION OF AGREEMENT

Copies of this Agreement titled "Independent School District No. 720 and the Shakopee Education Association Collective Bargaining Agreement" shall be printed at the expense of the Board within 30 days after the Agreement is signed and a copy shall be presented to every newly hired teacher with the

full agreement posted on the staff file share for other teaching staff. Furthermore, the Board shall furnish twenty-five copies of the Agreement to the Association for its use.

ARTICLE XVIII

DEFERRED COMPENSATION

SECTION 18.1 MATCHING PROGRAM

Full-time teachers and part-time teachers on a pro-rata basis, shall be entitled to a matching District contribution to the Minnesota Deferred Compensation Plan (MN Statute 352.96 and 356.24) or a Tax Sheltered Annuity (MN Statute 356.24 and Internal Revenue code 403(b)) on the following basis...

Eligibility.

1. **New Teachers.** Effective July 1, 2008, teachers with 0 - 3 years of actual service to the District shall receive a matching contribution of up to 1 % of their scheduled salary (see Appendices A & B) through the District's Deferred Compensation program. This match opportunity is in recognition of additional duty days for probationary teachers.
2. **Continuing Teachers.** Teachers with 3 or more years of actual service to the District shall receive a matching contribution of up to 2.5 % of their scheduled salary (see Appendices A & B).

SECTION 18.2 "SUNSETTING" RETIREMENT BENEFITS

1. **Health Savings Account Retirement Benefit.** Teachers who were employed before July 1, 1991 and who have completed twenty (20) years of full-time service in Shakopee Public Schools at the date of resignation from the District (excluding time spent on unpaid leave) shall be entitled to up to Thirty Thousand Dollars (\$30,000) upon departure from the District's employ. The \$30,000 shall be reduced by the amount of the District's total matching contribution, excluding the earnings from such District contribution, to the teacher's Minnesota Deferred Compensation Plan and/or Tax Sheltered Annuity calculated through June 30, 2000. Payment shall be placed in a district designated Health Savings Account in the name of the teacher. Payment shall be made by the District on the 15th of the month following their retirement. If, after the effective date of retirement, the teacher dies before receiving payment, the balance due shall be paid to the teacher's named beneficiary, or, lacking same, to the surviving spouse of the teacher, if any; otherwise, to the estate of the deceased teacher. If the teacher dies after becoming eligible for the benefit, but before resignation, the benefit due shall be paid to the teacher's named beneficiary, or, lacking same, to the surviving spouse of the teacher, if any; otherwise to the estate of the deceased teacher. No benefits under this Article shall be granted to any teacher who has been discharged by the District.
2. **Thirteen Year Employment Retirement Benefit.** In addition to the benefits provided in Article XVIII, Section 1, teachers not entitled to the benefits described in Article 18, Section 2.1, shall, if meeting the eligibility requirements below, be entitled to the following upon resigning from the District...
 - a. **Eligibility.**
 - i. The teacher shall have served the District for at least thirteen (13) years.
 - ii. The teacher was employed by the District prior to July 1, 1990.
 - b. **Benefits.**
 - i. The teacher shall receive Fifty Dollars (\$50) for each day of accumulated sick leave, not to exceed Eight Thousand Two Hundred Fifty Dollars (\$8250).
 - ii. The sum payable to the teacher shall be reduced by one-half (½) of the contribution to such teacher's Minnesota Deferred Compensation Plan and/or Tax Shelter Annuity, excluding earnings from such District's contribution, calculated on June 30, 2000.
 - iii. Retirement pay shall be paid by the District on January 15th following the calendar year of retirement and no benefits under this Article shall be granted any teacher who is discharged by the District.

SECTION 18.3 RETIREE INSURANCE

1. **Eligibility.** A teacher retiring and having completed at least twenty (20) years of full-time service with the District shall be eligible to continue participation in the District group health, life, and dental insurance plans, if permitted by the terms of the policy with the insurance carrier. However, the teacher shall pay the entire premium for such insurance coverage commencing with the date of early retirement unless eligible for the paid medical insurance benefit listed below (Article XVIII, Section 3.2). It is the responsibility of such teacher to make arrangements with the District's business office to pay to the District the monthly premium amounts in advance and on such date as determined by the District.
2. **Paid Medical Insurance Benefit.**
 - a. Effective July 1, 2004, the District shall contribute an amount equal to the premium cost of the designated medical insurance plan (HP 1200 for 2013-2015) but not to exceed the medical portion of the District's contribution in the cafeteria plan (Article 10.2) for retirees who meet the following criteria:
 - i. The teacher retires at the age of 52 or older, and
 - ii. The teacher has completed twenty (20) years of full-time service with the District at the time of retirement.
 - b. For individuals retiring beginning July 1, 2002, this contribution is limited to nine (9) years or the attainment of the age of eligibility for Medicare, whichever comes first.
 - c. Teachers beginning employment after July 1, 2004, will not be eligible for this benefit.
3. **Participation Rights.** The teacher's right to continue participation in this group insurance, however, will be discontinued upon the teacher attaining eligibility for Medicare or upon becoming eligible for a group medical-hospitalization plan through another employer-sponsored plan or until such time the teacher cancels insurance coverage, whichever comes first.

SECTION 18.4 RETIREMENT BENEFITS AND UNREQUESTED LEAVES OF ABSENCE

A teacher otherwise qualifying for deferred compensation payments from the District under this Article may receive such payment earned prior to placement on unrequested leave of absence, at the time recall rights expire in the event the teacher is not recalled, or when the teacher resigns while on the recall list, whichever first occurs.

SECTION 18.5 RETIREMENT NOTIFICATION

A teacher who plans to retire at the end of the school calendar year shall notify the District of his/her intent to retire by March 1.

ARTICLE XIX

MODIFICATIONS IN CALENDAR, LENGTH OF SCHOOL DAY

SECTION 19.1 ADJUSTING SCHOOL CALENDAR

In the event of energy shortage, severe weather, or other exigency, the District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the Board or its designated representatives shall determine, if any, in accordance with existing District policy.

SECTION 19.2 ADJUSTING SCHOOL DAY LENGTH

In the event of energy shortage, severe weather, or other exigency, the District further reserves the right to modify the length of the school day, as the District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four day week with increased hours per day but the total weekly hours not more than the regular five day week.

SECTION 19.3 MEET AND CONFER

Prior to modifying the scheduled length of the school day, or the scheduling of makeup days, the District shall afford to the Association the opportunity to meet and confer on such matters.

ARTICLE XX

VOLUNTARY PAYROLL DEDUCTIONS

SECTION 20.1 CREDIT UNION DEDUCTIONS

The District agrees to deduct from teacher's salaries, payments to the United Educators Credit Union or Minnesota Federation of Teachers Credit Union, upon receipt of a signed authorization from a teacher requesting such service. A teacher may originate or change the amount of the deduction by notifying the credit union by October 1st. The District will make the deduction only upon notification from the credit union. A teacher may terminate the deduction at any time during the school year by notifying the credit union. Deductions will remain in effect from one school year to the next until notification is received from the credit union.

SECTION 20.2 IRS SECTION 125 PLAN

The District shall offer and bear all expenses for administering an IRS Section 125 Plan.

ARTICLE XXI

CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII

TANDEM TEACHERS

SECTION 22.1 SALARY

Tandem teachers shall not be deprived of any salary schedule placement already recognized and being paid for the previous school year in this district. Thereafter, tandem teachers shall be paid one-half of the next step on the salary schedule. Should a tandem teacher return to full time, he/she will receive pro rata credit for salary schedule purposes for the time served. However, less than one full year shall not count toward advance salary placement. This section is subject to the provisions of Article VII.1.

SECTION 22.2 SENIORITY

Tandem teachers that have taught full time in this District immediately prior to such assignment shall retain full seniority earned prior to becoming a tandem teacher. Such qualified tandem teacher shall not be placed on unrequested leave of absence before a less senior full-time qualified teacher.

SECTION 22.3 SICK LEAVE

Tandem teachers shall retain sick leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave on a pro rata basis.

SECTION 22.4 CURRICULUM AND WORKSHOP DAYS

When required by the District to attend school calendar curriculum, staff development, and/or workshop days during the contract year, tandem teachers shall receive payment on a pro rata scale for the extra time required.

ARTICLE XXIII

EARLY CHILDHOOD EDUCATION TEACHERS

SECTION 23.1 STATUTORY CONSIDERATIONS

Pursuant to MN Statute 122A.26, an Early Childhood Education (ECE) teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECE aid, must meet licensure requirements as a teacher. However, MN Statute 122A.15 specifically provides that such licensure shall not be construed to bring such an ECE teacher within the definition of a teacher for purposes of MN Statute 122A.40, Subd. 1, or MN Statute 122A.41, Subd. 1(a).

SECTION 23.2 APPLICATION OF CONTRACT

The parties recognize that the employment of ECE teachers is unique and market driven, and accordingly requires particular consideration in the contract because of this unique employment relationship.

SECTION 23.3 PROBATIONARY PERIOD

The Probationary Period of ECE teachers shall be three (3) school years of continuous service. Upon completion of the probationary period, an employee may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

SECTION 23.4 SENIORITY LIST

ECE teachers shall have seniority only as an ECE teacher and shall have a separate seniority list consisting only of ECE teachers. An ECE teacher shall not have any rights to any other teaching position in the District. ECE teachers shall be laid off and recalled within order of seniority with other ECE teachers.

SECTION 23.5 BASIC COMPENSATION

ECE teachers shall be compensated pursuant to the specific ECE salary schedules for 2013-2014 (appendix C) and 2014-2015 (Appendix D) or such other method as the District and the Association may agree to and shall not be entitled to compensation on the regular teacher salary schedule.

1. **Board Rights.** The Board reserves the right to withhold increment advancements, lane changes, or any other salary increase for an ECE teacher for proper cause. The Board shall give the ECE teacher the reasons for such action in writing. Such action shall be subject to the grievance procedure.
2. **Placement on Salary Schedule.** These credits must be upper division college credits or graduate credits. It is recommended that ECE teachers planning future advancement to the Master's Degree level consider the graduate credit requirement at that level. The following rules shall be applicable in determining placement of an ECE teacher on the appropriate ECE salary schedule.
 - a. **Definition of Salary Schedule Lanes.** Advancement along ECE salary lanes occurs every 10 semester or 15 quarter college credits. All semester credits shall be referred to and considered at a conversion rate of 1 semester credit equals 1.5 quarter credits. These credits must be upper division college credits or graduate credits. It is recommended that ECE teachers planning future advancement to the MA level consider the graduate credit requirement at that level.
 - b. **Definition of Professional Training.** All credits, semester or quarter, as well as any Master's Degree programs, must be earned after the bachelor's degree (see a. below for definition) has been granted and must have the District's written approval prior to registration for the course. All of these credits must relate to the ECE teacher's current teaching assignment and be upper level for any of the B.A. lanes and graduate level for any of the M.A. lanes.
 - i. **B.A. Lane.** Requires a bachelor's degree from a teacher training institution upon which a valid Minnesota Teaching Certificate has been granted.
 - ii. **B.A.+10/15 Lane.** Ten (10) semester or 15 quarter hour qualifying credits after the bachelor's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.

- iii. **B.A.+20/30 Lane.** 20 semester or 30 quarter hour qualifying credits after the bachelor's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - iv. **B.A.+30/45 Lane.** 30 semester or 45 quarter hour qualifying credits after the bachelor's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane.
 - v. **Master's Degree/M.A. Lane.** The awarding of a master's degree through completion of a qualifying university's master's program, approved by the District in advance, and verified by the District upon completion, are required to move to this lane. The master's degree must contain a major area of concentration which relates to the ECE teacher's current assignment, and must have written approval of the District.
 - vi. **M.A.+10/15 Lane.** Ten (10) semester or 15 quarter hour qualifying credits after the master's degree, approved by the District in advance, and verified by the District upon completion, are required to move to this lane. Additionally, these credits must have been earned after July 1, 2003.
- c. **Lane Change Application.** Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree, and must be taken from an accredited college or university pursuant to the provisions Article VII, §3.a through i above. College credits not accepted by the granting institution for their own graduate programs shall not be applied to lane changes.
 - d. **Rate of Earning Credits.** There shall be no limit on the number of credits per quarter or semester that may be taken or earned for lane advancement during the school year. No credits shall be earned for lane advancement by completion of any in-service or non-college course work.
 - e. **Credits Submission Deadline.** Individual contracts will be modified to reflect qualified lane changes effective the first of the month following the month in which the teacher submits satisfactory evidence of completion of the requirements for the lane change to the Personnel Office. Lane changes will not be retroactive. Lane changes shall be granted and paid even if the effective date of the contract has elapsed and no subsequent contract is in effect.
 - f. **Credit Qualification.** College credits earned under Section 3 must have had prior approval of the administration. All undergraduate courses taken must be completed with a grade of C or P or better and all graduate courses taken must be completed with a grade of B or P or better.
 - g. **Prior Experience.** All ECE teachers may be given full credit on the salary schedule set forth in Appendix C and D for all years of outside teaching experience in a District accredited by a recognized accrediting agency.
- 3. **Prep Time.** ECE teachers will be paid for one-quarter ($\frac{1}{4}$) hour of prep time for every one (1) hour of teaching.

SECTION 23.6 MISCELLANEOUS COMPENSATION INFORMATION

- 1. **Summer School.** All summer school teaching assignments shall be remunerated at the rate of \$30.00 per hour, or the hourly wage of the individual ECE teacher paid during the previous year, whichever is less. An additional one-quarter ($\frac{1}{4}$) hour will be paid for each hour of teaching.
- 2. **Curriculum Writing.** Curriculum writing shall be paid on a flat fee per project basis as determined by the District or upon an hourly rate. The hourly rate shall be \$29.00 per hour or the hourly wage of the individual teacher paid during the previous year, whichever is less.
- 3. **Pay Dates.** ECE Teacher's salary checks will be paid every other Friday beginning September 1, 2013.

SECTION 23.7 HOURS OF SERVICE, DUTY DAY, DUTY WEEK, AND DUTY YEAR

Recognizing the unique, changing, and irregular nature of the ECE program, hours of service, duty day, duty week, and duty year shall be assigned by the District and modified from time to time based upon the needs of the program.

SECTION 23.8 APPLICABLE SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT

ECE teachers shall be covered by the following sections of the collective bargaining agreement...

Article I.....	Recognition
Article II.....	Negotiations
Article III.....	Board Rights
Article IV.....	Dues Check Off
Article VIII.....	Grievance Procedure
Article IX.....	Itinerant Staff
Article XI.....	Leaves
Article XIV.....	Year-Round School
Article XV.....	Suspension
Article XVI.....	Teacher Representation
Article XVII.....	Publication of Agreement
Article XVIII.....	Deferred Compensation
Article XIX.....	Modifications in Calendar, Length of School Day
Article XX.....	Voluntary Payroll Deductions
Article XXI.....	Conformity to Law
Article XXIV.....	Additional Licenses
Article XXV.....	Duration
Article XXVI.....	Effect
Article XXVII.....	Finality

SECTION 23.9 MODIFIED SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT

ECE teachers also shall be covered by the following sections of the collective bargaining agreement, as modified.

1. **Article X (Insurance) Section 3. Limitations of Insurance Coverage.** This section is modified for ECE teachers to provide as follows...
 - a. ECE teachers must be contracted for 1,488 hours during the year in order to qualify for full district contributions toward insurance coverage outlined in Article X.
 - b. ECE teachers contracted for less than 1,488 hours but for 744 hours or more will receive prorated district contributions toward insurance coverage outlined in Article X.
2. **Article XI, Section 2 (Sick Leave)**
 - a. **Benefit Amounts.** This section is modified for ECE teachers to provide as follows: each ECE teacher who has contracted for 1,488 hours during the year shall be credited with 124 hours sick leave allowance at the beginning of each school year but such sick leave shall be earned at the rate of one (1) hour for each twelve (12) hours of scheduled time to be used for absence caused by illness of the ECE teacher. The unused portion of such allowance shall accumulate from year to year to a maximum of 1,320 hours. At the beginning of each school year, the Board shall furnish to each teacher a written statement setting forth the total of sick leave credit. In the event an ECE teacher is contracted to work less than 1,488 hours per year, sick leave shall be granted and accumulation determined on a pro rata basis.
 - b. **Additional Sick Leave.** Any full-time ECE teacher who has completed ten years of employment with the District shall be granted, as a supplement to the above sick leave, 240 hours of major medical leave which may be used for hospital confinement. This leave is non-accumulative. These 240 hours of major medical leave for hospital confinement is to be used after all accumulated sick leave days have been used by the teacher.
 - c. **Unused Sick Leave Benefit.** This section is modified for ECE teachers to apply to ECE teachers who have accumulated 1,320 hours of sick leave instead of 165 days. Subparts 1 through 4 refer to "days" of sick leave. For ECE teachers, days are converted to 8-hour increments of sick leave. For example, under Section I, Subpart 4, any ECE teacher who takes 24 or more hours will not receive any reimbursement under the provisions of this Section. In the event an ECE teacher is contracted to work less than 1,488 hours per year, the benefit for unused sick leave shall be granted and accumulation determined on a pro rata basis.
 - d. **Sick Leave Transfer Policy.** This section is modified for ECE teachers to allow the transfer of 8 hours of available sick leave to a teacher on disability, with a corresponding reduction of 8 hours of sick leave benefits from the transferring ECE teacher.

- 3. **Article XI, Section 6 (Personal Leave).** This section is modified for ECE teachers to provide as follows: ECE teachers will be granted personal leave without loss of pay at the rate of one (1) hour for each 93 hours of scheduled time, to a maximum of sixteen (16) hours in any single year. Personal leave is to be used at the discretion of the ECE teacher and deducted from sick leave. However, no more than one ECE teacher may take personal leave at any one time. This limitation may be waived at the discretion of the Superintendent in the event of an emergency. The decision of the Superintendent shall not be subject to the grievance procedure. Notification of personal leave must be made in writing to the building principal at least 24 hours in advance except in the event of an emergency. Up to sixteen (16) hours of unused personal leave may be carried over into the following school year. However, any ECE teacher not using additional hours of accrued personal leave shall be paid for such unused hours at the lowest substitute rate per hour.

SECTION 23.10 SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT NOT APPLICABLE

ECE teachers shall not be eligible for the following articles of the collective bargaining agreement, which apply only to regularly licensed continuing contract teachers:

- Article V..... Hours of Service
- Article VI..... Duty Year
- Article VII..... Basic Schedules and Rate of Pay
- Article XII..... Deductions
- Article XIII..... Unrequested Leaves of Absence
- Article XXII..... Tandem Teachers

SECTION 23.11 DISTRICT SPONSORED STAFF DEVELOPMENT

When the District at its discretion, offers to provide paid seminar/workshop/staff development opportunities beyond the normal duty days, ECE teachers will be paid at an hourly rate of \$25.00 per hour.

ARTICLE XXIV
ADDITIONAL LICENSES

The District in its discretion may designate licensure area(s) for which the District will have a need. The District may pay currently employed teachers for tuition to obtain such a license under the following conditions: The District will post the license area and teachers may apply for this tuition reimbursement. The District will consider and interview each applicant and make the selection of the teacher(s) who will be eligible for the tuition reimbursement.

- 1. **Criteria.** Criteria to be considered includes, but is not limited to, a teacher’s...
 - a. level of interest in the license area
 - b. current licenses
 - c. educational background
 - d. qualifications
- 2. **Return Agreement.** Teachers who receive such tuition reimbursement shall remain employed by the District for three (3) years after obtaining such licensure and if they do not they shall reimburse the District for the tuition paid by the District. The amount of all remuneration shall be repaid to the District as follows:
 - a. If the teacher does not return, the total amount of remuneration must be repaid.
 - b. If the teacher returns for one year, two-thirds (2/3) of the total remuneration must be repaid.
 - c. If the teacher returns for two years, one-third (1/3) of the total remuneration must be paid.
 - d. If the teacher returns for three years, no remuneration must be paid to the District.

ARTICLE XXV

DURATION

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2011. If a new and substitute master Agreement has not been duly entered into prior to June 30, 2011, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted. However, the amount set forth in the teacher's continuing contract shall be paid until a substitute master Agreement is adopted. Lane changes shall be paid pursuant to the provision of Article VII.3.2 even if the effective date of this contract has elapsed and no subsequent contract is in effect. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

ARTICLE XXVI

EFFECT

This Agreement constitutes the full and complete Agreement between the Board and the Association representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

ARTICLE XXVII

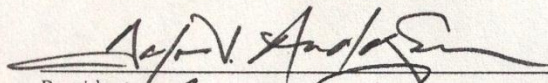
FINALITY

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall be open for negotiation during the term of this Agreement only by mutual consent of the parties.

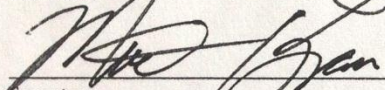
SIGNATURES

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

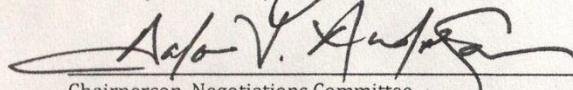
For:
Shakopee Education Association



President



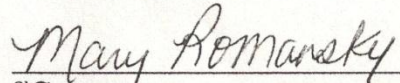
Secretary



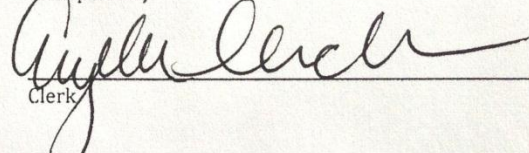
Chairperson, Negotiations Committee

Dated this 26th day of
September 2013

For:
Independent District No. 720



Chairperson



Clerk

Dated this 10-4-2013 day of
September 2013

APPENDIX A

2013-2014 SALARY SCHEDULE

Effective 7/01/2013 – 6/30/2014

Semester credits		L A N E S								
		BA	BA+10	BA +20	BA+30	MA	MA+10	MA+20	MA+30	SpC/PhD
S T E P S	3	37,077	38,914	40,755	42,592	44,431	46,271	48,109	49,947	51,787
	4	38,125	40,015	41,907	43,797	45,690	47,578	49,471	51,360	53,255
	5	39,174	41,118	43,063	45,005	46,948	48,892	50,834	52,776	54,718
	6	40,222	42,218	44,215	46,210	48,207	50,200	52,193	54,189	56,183
	7	41,271	43,317	45,368	47,414	49,463	51,508	53,556	55,601	57,651
	8	41,798	44,418	46,522	48,623	50,716	52,817	54,915	57,017	59,116
	9	42,314	45,519	47,674	49,830	51,975	54,127	56,277	58,431	60,583
	10	42,314	46,068	48,251	50,415	53,775	55,982	58,183	60,387	62,590
	11	42,314	46,584	48,768	50,931	55,036	57,288	59,544	61,799	64,055
	12	42,314	46,584	49,284	51,447	57,040	59,348	61,656	63,964	66,271
	13	42,314	46,584	49,284	51,447	58,298	60,657	63,016	65,377	67,737
	14	42,314	46,584	49,284	51,447	59,557	61,968	64,378	66,792	69,202
	15	42,314	46,584	49,284	51,447	60,814	63,278	65,742	68,205	70,669
	16	42,314	46,584	49,284	51,447	61,911	64,323	66,816	69,312	71,808
	17	42,314	46,584	49,284	51,447	63,007	65,367	67,891	70,418	72,945
	18	42,314	46,584	49,284	51,447	64,105	66,411	68,967	71,525	74,083
	19	42,314	46,584	49,284	51,447	64,361	66,786	69,377	71,969	74,561
	20	42,314	46,584	49,284	51,447	65,368	67,912	70,535	73,165	75,790
	21	42,314	46,584	49,284	51,447	66,375	69,038	71,695	74,358	77,019
	22	42,314	46,584	49,284	51,447	66,477	70,568	73,262	75,925	78,586
23	42,314	46,584	49,284	51,447	66,577	72,097	74,829	77,493	80,153	
24	42,314	46,584	49,284	51,447	67,389	74,336	77,108	79,770	82,429	

APPENDIX B

2014-2015 SALARY SCHEDULE

Effective 7/01/2014 – 6/30/2015

Semester credits		L A N E S								
		BA	BA+10	BA +20	BA+30	MA	MA+10	MA+20	MA+30	Spec/PhD
S T E P S	3	37,540	39,401	41,265	43,124	44,986	46,849	48,711	50,572	52,434
	4	38,602	40,516	42,431	44,345	46,261	48,173	50,089	52,002	53,921
	5	39,663	41,632	43,601	45,567	47,535	49,503	51,469	53,435	55,402
	6	40,725	42,745	44,768	46,788	48,809	50,828	52,845	54,866	56,885
	7	41,787	43,858	45,935	48,007	50,081	52,152	54,226	56,296	58,371
	8	42,320	44,973	47,103	49,230	51,350	53,478	55,602	57,730	59,855
	9	42,843	46,088	48,270	50,453	52,625	54,803	56,981	59,161	61,341
	10	42,843	46,644	48,854	51,045	54,447	56,682	58,910	61,142	63,373
	11	42,843	47,167	49,378	51,568	55,724	58,004	60,288	62,571	64,855
	12	42,843	47,167	49,900	52,090	57,753	60,090	62,427	64,763	67,099
	13	42,843	47,167	49,900	52,090	59,027	61,416	63,804	66,195	68,584
	14	42,843	47,167	49,900	52,090	60,302	62,743	65,183	67,627	70,067
	15	42,843	47,167	49,900	52,090	61,574	64,069	66,563	69,057	71,552
	16	42,843	47,167	49,900	52,090	62,685	65,127	67,652	70,178	72,705
	17	42,843	47,167	49,900	52,090	63,795	66,184	68,740	71,298	73,857
	18	42,843	47,167	49,900	52,090	64,907	67,241	69,829	72,419	75,009
	19	42,843	47,167	49,900	52,090	65,166	67,621	70,244	72,869	75,493
	20	42,843	47,167	49,900	52,090	66,185	68,761	71,417	74,079	76,737
	21	42,843	47,167	49,900	52,090	67,205	69,901	72,591	75,287	77,982
	22	42,843	47,167	49,900	52,090	67,308	71,450	74,177	76,874	79,568
23	42,843	47,167	49,900	52,090	67,410	72,998	75,765	78,462	81,155	
24	42,843	47,167	49,900	52,090	68,232	75,265	78,072	80,767	83,460	

APPENDIX C

2013-2014 ECE WAGE SCHEDULE

Effective 7/01/2013 – 6/30/2014

All figures are dollars per hour.

Semester Credits		LANES					
		BA	BA+10	BA+20	BA+30	MA	MA+10
STEPS	3	22.86	23.99	25.14	26.25	27.39	27.68
	4	23.43	24.60	25.75	26.92	28.10	28.35
	5	24.03	25.20	26.39	27.60	28.79	29.02
	6	24.62	25.84	27.06	28.29	29.51	29.73
	7	25.23	26.47	27.73	28.99	30.24	30.43
	8	25.86	27.14	28.42	29.71	31.01	31.19
	9	26.51	27.82	29.13	30.46	31.78	31.93
	10	27.19	28.51	29.85	31.24	32.56	33.60
	11	27.88	29.23	30.59	32.03	33.37	34.41
	12	27.88	29.23	31.21	32.67	34.74	35.79
	13	27.88	29.23	31.21	32.67	35.45	36.50
	14	27.88	29.23	31.21	32.67	36.24	37.27
	15	27.88	29.23	31.21	32.67	37.07	38.31
	16	27.88	29.23	31.21	32.67	37.79	39.09
	17	27.88	29.23	31.21	32.67	38.51	39.81
	18	27.88	29.23	31.21	32.67	39.23	40.52

APPENDIX D

2014-2015 ECE WAGE SCHEDULE

Effective 7/01/2014 – 6/30/2015

All figures are dollars per hour.

Semester Credits		LANES					
		BA	BA+10	BA+20	BA+30	MA	MA+10
STEPS	3	23.20	24.35	25.52	26.64	27.80	28.10
	4	23.78	24.97	26.14	27.32	28.52	28.78
	5	24.39	25.58	26.79	28.01	29.22	29.46
	6	24.99	26.23	27.47	28.71	29.95	30.18
	7	25.61	26.87	28.15	29.42	30.69	30.89
	8	26.25	27.55	28.85	30.16	31.48	31.66
	9	26.91	28.24	29.57	30.92	32.26	32.41
	10	27.60	28.94	30.30	31.71	33.05	34.10
	11	28.30	29.67	31.05	32.51	33.87	34.93
	12	28.30	29.67	31.68	33.16	35.26	36.33
	13	28.30	29.67	31.68	33.16	35.98	37.05
	14	28.30	29.67	31.68	33.16	36.78	37.83
	15	28.30	29.67	31.68	33.16	37.63	38.88
	16	28.30	29.67	31.68	33.16	38.36	39.68
	17	28.30	29.67	31.68	33.16	39.09	40.41
	18	28.30	29.67	31.68	33.16	39.82	41.13

APPENDIX E**2013-2014 CO-CURRICULAR SALARY SCHEDULE**

Effective 7/01/2013 – 6/30/2014

		YEARS OF EXPERIENCE		
		2-3	4-6	7+
GROUP	I	4,832	5,430	6,055
	II	3,861	4,341	4,852
	III	3,379	3,802	4,240
	III B	2,946	3,311	3,696
	IV	2,513	2,820	3,152
	V	2,129	2,392	2,675
	VI	1,838	2,061	2,306
	VII	1,543	1,695	1,854
	VIII	1,050	1,182	1,319
	IX	583	654	727
X	350	395	435	

APPENDIX F**2014-2015 CO-CURRICULAR SALARY SCHEDULE**

Effective 7/01/2014 – 6/30/2015

		YEARS OF EXPERIENCE		
		2-3	4-6	7+
GROUP	I	4,904	5,511	6,146
	II	3,919	4,406	4,925
	III	3,430	3,859	4,304
	III B	2,990	3,361	3,751
	IV	2,551	2,862	3,199
	V	2,161	2,428	2,715
	VI	1,866	2,092	2,341
	VII	1,566	1,720	1,882
	VIII	1,066	1,200	1,339
	IX	592	664	738
X	355	401	442	

APPENDIX G

CO-CURRICULAR EXPLANATION

SECTION G.1 CREDIT FOR PRIOR EXPERIENCE

Experience, whether within the district or outside the district, must be in a similar position. Experience will be counted at the rate of one year for every two years experience of a lesser position, if the coach is moving to the next highest group level in the same activity.

Experience outside the Shakopee school system shall be limited to five years and these five years of experience must have been obtained during an eight year period immediately preceding employment by this district. Additional experience credit may be granted at the discretion of the Board.

SECTION G.2 CHANGE TO ACTIVITY OFFERINGS

Activities may be added, dropped, or restructured through the normal budget/staffing process. Should an additional section be needed, a section may be added where sufficient numbers and a coach/director are available. When a decrease in enrollment results in a program not being able to support all activity levels, the director can make staffing reductions that reflect program level offerings. These staffing decisions will be made within the first two weeks of the program offering whenever possible. Any service during this time period will be paid on a prorated basis.

SECTION G.3 GROUP DESCRIPTIONS

GROUPS I & II

The positions listed in Group I and II are those considered most demanding in both the time spent and the responsibility factors.

All positions in Groups I and II require administrative responsibilities in addition to the instructional function expected of each position. The Activity Director is responsible for the over-all coordination of the entire co-curricular program and he/she will be expected to accept or delegate responsibility for the administrative duties necessary for the proper functioning of the program.

Head athletic coaches will be responsible for a total program of development in grades 7-12. This will include the supervision of all assistant coaches and the development and administration of a planned program for the activity they are responsible for.

Head coaches, advisors, and directors placed in Groups I and II will be expected to devote more non-school time to their activities (e.g. pre-school year practices and/or practices/games during various school breaks).

GROUP III

The advisor or directors in Group III will have the same responsibilities as those in Groups I and II. It is expected that their respective assignments will be shorter and the advising or directing time involved will be less.

The primary responsibility of the assistant athletic coaches will be that of instruction. They will be concerned only with the grade level they are assigned to and will be responsible to the head coach of their program and will accept all duties as assigned by him/her.

The head ninth grade coaches will have some additional administrative duties.

GROUP III B

The coaches in Group III B will have the same core responsibilities as those in Group III, however, they will have less administrative responsibilities.

The primary responsibility of the assistant ninth grade coaches will be that of instruction. They will be concerned only with the grade level they are assigned to, will be responsible to both the head varsity and ninth grade coaches of their program, and will accept all duties as assigned by either coach.

GROUPS IV & V

The responsibilities of those directing activities listed in Group IV and V will include little in the way of administrative duties. In each instance they will be responsible only for instruction in their assigned grade level or levels and will not be required to supervise assistants.

It is expected that they will spend less time in the execution of their duties, or will have fewer students to work with, or will have less community visibility than those included in the preceding Groups.

Athletic coaches in this group will be responsible to the head coach of their program and will accept all duties as assigned by him/her.

GROUP VI

The athletic coaches within this group will have a season approximately one half the length of high school coaches. Their primary responsibility will be that of instruction. They will be concerned only with the grade level they are assigned to.

Athletic coaches in this group will be responsible to the head coach and will accept all duties as assigned by him/her.

Advisors and directors within this group will have shorter assignments than those in preceding Groups.

GROUPS VII & VIII

The coaches, advisors, or directors in Groups VII and VIII oversee middle school, junior high and senior high activities which meet either less frequently or for a shorter period of time than those in preceding Groups. They will have fewer students to work with and will have less community visibility than the coaches, advisors, or directors of other school activities.

GROUP IX

Activities in this group include intramural activities at the middle school, junior high level. The coaches will spend the least amount of time in instruction and will not be required to travel for competition with opposing schools.

The coaches, advisors, or directors in Group IX oversee middle school, junior high activities which meet either less frequently or for a shorter period of time than those in preceding Groups. They will have fewer students to work with and will have less community visibility than the coaches, advisors, or directors of other school activities.

GROUP X

Activities placed in Group X are those activities which are expected to place the smallest demands on the coach, advisor, or director with respect to time requirements, number of students involved, or community visibility.

SECTION G.4 COACHING/DIRECTING/ADVISING PLACEMENTS IN GROUP CATEGORIES

The Board may add additional activities to the following groups...

GROUP I

High School Instrumental Music Director
 High School Student Council Advisor
 Varsity Baseball Coach
 Varsity Basketball Coach
 Varsity Dance Coach
 Varsity Football Coach
 Varsity Hockey Coach
 Varsity Lacrosse Coach
 Varsity Soccer Coach
 Varsity Softball Coach
 Varsity Swimming Coach
 Varsity Track Coach
 Varsity Volleyball Coach
 Varsity Wrestling Coach

GROUP II

Cheerleader Advisor (Winter)
 Musical Director
 Speech Coach
 Strength Coach
 Varsity Cross Country Coach
 Varsity Tennis Coach
 Varsity Golf Coach
 Yearbook Advisor (if not offered as a class)

GROUP III

Assistant Baseball Coach
 Assistant Basketball Coach
 Assistant Dance Coach
 Assistant Football Coach
 Assistant Hockey Coach
 Assistant Lacrosse Coach
 Assistant Soccer Coach
 Assistant Softball Coach
 Assistant Speech Coach
 Assistant Swimming Coach
 Assistant Track Coach
 Assistant Volleyball Coach
 Assistant Wrestling Coach
 High School Vocal Music Director
 Play Director
 Weight Room Supervisor

GROUP III B

Assistant Ninth Grade Baseball Coach
 Assistant Ninth Grade Basketball Coach
 Assistant Ninth Grade Football Coach
 Assistant Ninth Grade Softball Coach
 Assistant Ninth Grade Volleyball Coach

GROUP IV

Assistant Cross Country Coach
 Assistant Golf Coach
 Assistant Musical Director
 Assistant Tennis Coach
 Assistant Yearbook Advisor (if not offered as a class)
 Cheerleader Advisor (Fall)

GROUP V

High School Academic Competition Advisor
 Business Professionals of America Advisor
 Health Occupation Students of America Advisor
 Assistant Play Director
 Drama Club Advisor
 High School Service Organization Advisor
 Diversity Task Force
 Future Leaders of America Advisor
 Key Club Advisor
 Intramural Director - Fall/Winter
 Junior High Student Council Advisor
 Junior High Yearbook Advisor
 Junior High Musical Director
 Marching Band Director
 Musical Stagecraft Director
 One Act Play Director
 Play Technical Director
 Tech Club Advisor
 Youth in Government Advisor

GROUP VI

7-8 Athletic Coaches
 High School Summer Yearbook Advisor
 Junior High Drama Club Advisor
 Academic Challenge Advisor
 Math League Advisor
 Pit Orchestra Director

GROUP VII

Assistant Cheerleading Advisor (Winter)
 Assistant Marching Band Director
 Assistant One-Act Play Director
 Junior High Assistant Musical Director
 Junior High/Middle School Newspaper Advisor (full year)
 Junior High/Middle School Academic Competition Advisor
 Musical Choreographer
 Musical Costumer
 Musical Lighting Director

GROUP VIII

Assistant Jazz Band Director
 Assistant Vocal Music Director
 Flag Line Director (Marching Band)
 Junior High/Middle School Instrumental Music Director
 Junior High/Middle School Vocal Music Director
 Junior High Musical Choreographer
 National Honor Society Advisor
 Prom Advisor

GROUP IX

Junior High National Honor Society Advisor

GROUP X

SECTION G.5 COMPENSATION FOR DUTIES BEYOND THE NORMAL DAY

Stipends shall be paid for the following...

STIPEND	ACTIVITY
\$16/hr (to a maximum of \$64)	Academic and Honors Awards Night (High School) Dance Chaperones Elementary Concerts Homecoming Decorating Supervisors Homecoming Coronation Homecoming Parade
\$72	Overnight Camping (per night)
\$735	School Patrol Supervisors
\$440	Fall Musical Ticket Sales Spring Ticket Sales
\$500	Elementary Student Council Advisor (if fits criteria)

Hourly rates of pay based on contract agreement with the District's Athletic Director for...

Junior High Open Gym
Junior High Weight Room

All activities which are less than a full season will be prorated.

MEMORANDUM OF UNDERSTANDING

CO-CURRICULAR COMPENSATION

This memorandum is an addendum to the Master Agreement between Independent School District # 720 (Shakopee Public Schools) and the Shakopee Education Association (SEA) representing all teachers of District #720 as defined in the Master Agreement.

This agreement concerns the exploration and creation of an improved co-curricular compensation model as follows:

1. The District and the SEA will establish a committee to explore the possibilities for an improved co-curricular compensation model in the desire to more fairly and equitably compensate our co-curricular coaches and directors.
2. Said committee will be composed of up to five (5) appointees of the District Administration, the HS Athletic Director, two (2) Representatives of the SEA, and three (3) Coaches/Directors.
3. The parties agree to meet and review the committee's work for timely inclusion into the 2015-2017 round of collective bargaining.

In Witness Thereof, the parties agree to the terms and conditions stated herein:

Shakopee Education Association



SEA Negotiations Chair

Date

Independent School District No. 720



District #720 Board Representative

Date

MEMORANDUM OF UNDERSTANDING

ASSOCIATE ASSISTANT PRINCIPALS

The School Board of Independent School District No. 720, Shakopee, Minnesota (“School District”), enters into this Memorandum of Understanding with Ford Rolfsrud (“Rolfsrud”) and Amanda Hainline (“Hainline”), legally qualified and licensed teachers and principals, and the Shakopee Education Association (“SEA”).

The School District, Rolfsrud, Hainline, and SEA agree as follows:

1. Rolfsrud’s and Hainline’s service as teachers/deans of students and principals is subject to the provisions of the continuing contract law, Minnesota Statutes Section 122A.40, and the collective bargaining agreement between the School District and SEA, except if the contract is terminated pursuant to the provisions of the continuing contract law, Minnesota Statutes Section 122A.40.
2. Rolfsrud and Hainline are presently employed as Deans of Students in the School District and have appropriate licensure to work as Principals in the state of Minnesota as provided by applicable state laws, rules and regulations.
3. Rolfsrud agrees to accept the position of Assistant Principal (220 days) at Shakopee West Junior High School effective July 1, 2013.
4. Hainline agrees to accept the position of Assistant Principal (220 days) at Shakopee East Junior High School effective July 1, 2013.
5. The parties have agreed that while serving as Assistant Principals (220 days) Rolfsrud, and Hainline will have the same monetary and fringe benefits as Assistant Principals, prorated to the number of days worked (220 days), as provided in the collective bargaining agreement between the School District and the SEA, or its successor agreement while serving as Associate Assistant Principals. All other provisions of the collective bargaining agreement between the School District and SEA shall apply to Rolfsrud and Hainline while serving as Associate Assistant Principals.
6. The parties have agreed that Rolfsrud and Hainline have rights to return to teaching positions in the School District, with no change in status or seniority, by giving notice of their intent to return to a teaching position on or before July 1 of any school year in which they have served as Associate Assistant Principals.
7. The parties have agreed that the School District can require Rolfsrud or Hainline to return to teaching positions in the School District, with no change in status or seniority, by giving notice to them on or before July 1 of any school year in which they have served as an Associate Assistant Principal.
8. This Memorandum of Understanding may be terminated at any time by mutual consent of the parties. If any provision in this Memorandum of Understanding is held to be invalid by operation of law, the remainder of the Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

In Witness Whereof, the parties agree to the terms and conditions stated herein:

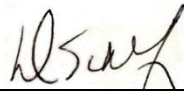
EMPLOYEES

ASSOCIATIONS

ISD 720



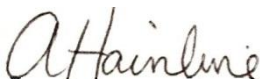
Ford Rolfsrud



Chair, Principals' Association



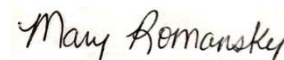
Superintendent



Amanda Hainline



President, Shakopee Education Association



Chair, Shakopee School Board