



SHAKOPEE  
EDUCATION  
ASSOCIATION

## **INDEPENDENT SCHOOL DISTRICT No. 720**

Shakopee, Minnesota

and the

**SHAKOPEE EDUCATION ASSOCIATION**

**LOCAL #1346**

*affiliated with*

Education Minnesota, the National Education Association,  
the American Federation of Teachers, and the AFL-CIO

# ***COLLECTIVE BARGAINING AGREEMENT***

July 1, 2019 – June 30, 2021



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December 2019 – January 2020

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# 2019-2021 COLLECTIVE BARGAINING AGREEMENT

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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

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### 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 (currently the Professional Educator Licensing and Standards Board (PELSB)), 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.

### 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

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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

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### 3.1 INHERENT MANAGERIAL 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.

### **3.2 MEET AND NEGOTIATE**

The Board recognizes its responsibility, in accordance with MN Stat. § 179A.07, Subd. 2, to meet and negotiate in good faith with representatives of the exclusive representative on terms and conditions of employment, a grievance procedure, and employer contribution to the state deferred compensation plan, as articulated in MN Stat. § 356.24.

### **3.3 MEET AND CONFER**

The Board recognizes its responsibility to meet and confer with representatives of the exclusive representative to discuss policies and other matters related to their members' employment which are not terms and conditions of employment, as articulated in MN Stat. § 179A.07, Subd. 3. The District shall provide the facilities and the parties will set the time for such conferences to take place, as requested by either the Association or District. The agenda will be prepared and distributed in advance by the superintendent and/or the Union President and will include all items submitted by the Union as well as all items submitted by the District.

The District shall not meet and negotiate or meet and confer with any staff member or group of staff members who are at the time designated as a member or part of an appropriate bargaining unit except through the Union.

## **ARTICLE IV TEACHER/ASSOCIATION RIGHTS**

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### **4.1 RIGHT TO JOIN**

The Employer shall not interfere with the rights of teachers to join or participate in the Association. The Association shall not interfere with the right of teachers not to join or participate in the Association. The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to teachers as long as the Association continues to be the duly authorized exclusive representative.

### **4.2 EXPRESSION OF VIEWS**

Employees have the right to express or communicate a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment of their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

### **4.3 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 and the American Federation of Teachers and their affiliates. When a bargaining unit member has so authorized a dues deduction, such authorization shall continue in effect for that year and from year to year. A member seeking to drop their membership must provide written notification to the Association President during the Association's drop window. The Association president will notify the District authorizing the cancellation of dues collection if the member has met the criteria for cancellation. 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 on or after October 15 through the following seventeen checks 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 beginning with the first check on or after October 15 of each year.



#### **4.4 UNION DUES**

- 4.4.1 Dues Payments to the Association.** Pursuant to authorization of the employee for membership dues, the Board agrees to remit to the Association, on a monthly basis, the portion of the monies deducted by the Board over the eighteen paychecks beginning with the first check on or after October 15 of each year (see Section 8.3).
- 4.4.2 Bargaining Unit Data.** The District shall provide in electronic form to the Union the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed.

#### **4.5 ACCESS**

- 4.6.1 Union Business.** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school activities. The Association shall provide the Employer with a list of the Union authorized representatives.
- 4.6.2 Use of Equipment and Facilities.** The Association shall have the right to reasonable use of facilities and equipment of the Employer at reasonable times when such facilities and equipment are not in use. The Employer shall establish a list of charges for the cost of using the equipment or facilities whenever the use of such equipment or facilities results in an additional cost to the Employer.
- 4.6.3 Communication.** The Association shall have the right to post notice of activities or matters of Association concerns on teacher bulletin boards. The Association may use the district mail service, email and teacher mail boxes, in a reasonable manner, for communication to teachers.
- 4.6.4 Personnel Data.** Upon request, the District will provide bargaining unit member personnel data to the Union for the purpose of carrying out its responsibilities as the exclusive representative. Upon request, the District agrees to provide the Union with information concerning the staffing and financial resources of the District, names and addresses and position on the salary schedule of all staff members in the bargaining unit and such other information requested by the Union in contract matters or in the processing of a grievance.

#### **4.6 PERSONNEL FILES**

A teacher's personnel file shall be available to the teacher for review of the contents upon request to Human Resources. Human Resources shall schedule an appointment at a mutually convenient time when a teacher requests such an appointment. A representative of the Association may, at the teacher's request, accompany the teacher. Teachers shall have the right to reproduce their file materials provided they first schedule a mutually agreeable time and pay reasonable copying costs for such reproduction. A teacher shall receive a copy of any deficiency notice, negative letter or negative report placed in the teacher's personnel file. The copy shall be sent to the teacher at the time of placement in the personnel file. The teacher shall have the right to file a written reply to such material.

The provisions of this section shall not be considered to restrict a teacher's right as established by Minn. Stat. § 122A.40, Subd. 19, and as further set out in Article XIII of this Agreement.

#### **4.7 NON-DISCRIMINATION**

Neither the Employer nor the Association will discriminate against any teacher by reason of the teacher's race, religion, national origin, sex, marital status or age, as those terms are defined under Title VII of the Civil Rights Act of 1964, or Chapter 363A of Minnesota Statutes. Since alleged discriminatory acts on the above defined basis, under the above referenced statutes, are under the jurisdiction of appropriate state or federal agencies, the arbitration provisions of this Agreement, which are set forth in Sections 8.8.4 and 8.8.8, shall not be applicable to any grievances alleging violation of the above provisions. Instead, any grievance alleging violations of the above provisions which are not satisfactorily adjusted under Stages 1, 2, 3 or Optional Grievance Mediation of the Grievance Procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

#### **4.8 TEACHER SAFETY / TEACHER ASSOCIATION RIGHTS**

The Employer and the Administration of Shakopee Public Schools are committed to a safe learning and working environment for all teachers in the District. There may be circumstances where staff members of the District feel that the safety of a student or staff member is not adequately addressed by their supervisor. In this case, staff members should request a meeting of their immediate supervisor, an Association representative, and the

individual to whom their supervisor reports. The purpose of the meeting will be to review the matter as to how the situation will be addressed.

## **ARTICLE V**

### **SERVICE EXPECTATIONS**

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#### **5.1 BASIC DAY**

The teacher's day shall be eight (8) hours, inclusive of student contact time, preparation time, other basic day time, and a duty-free lunch period of 30 minutes.

#### **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.

#### **5.3 STUDENT INSTRUCTION DAY**

**5.3.1 Student Contact Time.** Student contact time shall be defined as time designated for student instruction, supervision, and transition between classes/periods (i.e. from the beginning of the first class of the day to the end of the last class of the day). Scheduled student contact time for all teachers will be no more than sixteen hundred and seventy-five (1675) minutes per week and prorated for weeks shorter than 5 days in length. This contact may occur in varied time blocks of teaching, supervision, and transition monitoring or a combination of these. Teachers assigned for more time than the specified 1675 minutes shall be additionally compensated pro rata according to the affected teacher's step and lane on the salary schedule.

**5.3.2 Teacher Preparation Time.** Teacher preparation time shall be defined as time during the student contact day for the teacher's own professional use. The teacher shall not be responsible for teaching, classroom supervision, transition monitoring, building activities, or other basic day duties during their preparation time. Such time may be used for collaboration with peers if the individual teacher so chooses but is not required.

**A. Elementary Teachers.** All Full-time Elementary teachers will be provided a minimum of fifty (50) minutes of paid teacher-directed preparation time within the standard student contact day, except that scheduling may require this to be in up to two blocks with no block being less than twenty (20) minutes. The standard student day is defined as that which is used for the majority of the days of the work week.

**B. Secondary Teachers.** All Full-time secondary teachers will be provided one (1) class period or a portion thereof of at least fifty (50) minutes of paid teacher-directed preparation time within the standard student contact day, except that scheduling may require this to be computed on a weekly basis. The standard student day is defined as that which is used for the majority of the days of the work week. All teachers identified as full time (1.0 FTE) will be assigned an equivalent class load with supervision duties in any given semester.

**C. Part-Time Assignments.** Any person assigned less than 1.0 FTE shall be provided prep time on a pro-rata basis.

**5.3.3 Duty Free Lunch.** Teachers shall be provided with a 30 minute duty-free lunch each day. Duty-free lunch must start between the hours of 10:30 am and 1:30 pm. If an employee is asked by an administrator and volunteers to work during his/her duty-free lunch, he/she will be compensated for the duty-free lunch at his/her hourly rate of pay in 15 minute increments.

#### **5.4 OTHER BASIC DAY TIME**

Other basic day time shall be defined as occurring before the student instruction day begins, or after the student instruction day concludes.

Teachers will not be required to attend more than two meetings per week, inclusive of administrative, PLC, and/or Academics Teaming meetings with no required meetings held during parent teacher conference weeks, although this restriction may be waived due to an unforeseeable emergency. Legally mandated meetings such as IEP meetings (as necessary) or paid committee meetings (BLT, I-Team, PLC Lead, Department Chairs) do not

count towards this total. Teachers may still voluntarily attend other meetings and participate in various District/building committees as they so choose.

## **5.5 ADDITIONAL ACTIVITIES**

- 5.5.1 Voluntary Additional Assignment.** A teacher may voluntarily accept an additional teaching assignment beyond a 1.0 FTE and will be paid an additional amount on a pro-rata basis.
- A. Compensation for an additional teaching assignment, as defined in Article V, will only be given in instances when the additional assignment is in lieu of the regularly scheduled preparation period.
  - B. A teacher may volunteer to retain their regular preparation period and teach an additional 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.
- 5.5.2 Other Activities.** 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.
- 5.5.3 Graduation.** Faculty are encouraged to attend Shakopee High School's annual graduation ceremony. The District and Association shall work together to ensure appropriate numbers of teachers are available for commencement.
- 5.5.4 Substitute Teaching within the Elementary Buildings.** Each elementary building will develop a plan for handling teacher absences which go unfilled by a substitute teacher. Such plan will minimally include a rotation of individuals available to sub and the redistribution of students among teachers of similar students.

## **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.

*See also the attached Memorandum of Understanding on Remote Work Days.*

## **5.7 SYSTEMIC SCHEDULE CHANGE PROCESS.**

Anytime a systemic schedule change is considered, a task force consisting of equal numbers of a cross section of teachers selected by the SEA and Board members, building, and District administrators as assigned by Shakopee Public Schools will meet to create and facilitate a teacher-engagement work plan which culminates in a recommendation of a new schedule to the School Board. The School Board will review the task force committee's recommendation and, giving special consideration to students, community, and teacher concerns (particularly workload), will vote on whether to approve said recommendation.

# **ARTICLE VI**

## **DUTY YEAR**

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### **6.1 CONTRACT DAYS**

- 6.1.1 Tenured Teachers.** The work year shall be 184 teacher duty days.
- 6.1.2 Probationary Teachers.** For probationary teachers the work year may include up to 188 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 188 teacher duty days their first year in the District and 184 days there-after. Probationary teachers will receive \$200 per day for the additional days.

- 6.1.3 **Additional Time for Due Process.** All special education teachers/providers shall be provided with one (1) day per semester to be used as needed to complete due process compliance requirements. Teachers/Providers realigned into special education shall have one additional day per school year to be used as needed to complete due process compliance requirements. Teachers/Providers in their second or third year of realignment may have additional time from their buildings to be used as needed to complete due process compliance requirements. Substitute teachers shall be scheduled in advance for Tuesday, Wednesday, or Thursday with the understanding that if there is a shortage of substitute teachers because of many requests from teachers who are absent due to illness, the substitute teacher may be reassigned and rescheduled for a later date. Building administration will be responsible for a plan to support special education service teachers/providers.
- 6.1.4 **Additional Time for Medical Paperwork Processing.** All Licensed School Nurses (LSN) shall be provided with one (1) day per semester to be used as needed to complete medical paperwork requirements. Substitutes shall be scheduled in advance with the understanding that if there is a shortage of substitutes, the absence may be rescheduled for a later date. Building administration will be responsible for a plan to support LSNs.
- 6.1.5 **Extended Contract Days for Licensed School Nurses.** As of July 1, 2020, all Licensed School Nurses (LSN) shall be provided with three (3) additional paid days at the beginning of the school year to be used as needed to complete medical paperwork requirements in preparation for the start of the year.

## **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 XVIII.

## **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.

*See also the attached Memorandum of Understanding on the Stretch Calendar.*

# **ARTICLE VII**

## **BASIC SCHEDULES AND RATES OF PAY**

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### **7.1 BASIC COMPENSATION**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2019-2020 school year.

The wages and salaries reflected in Appendix B, attached hereto, shall be a part of the Agreement for the 2020-2021 school year.

### **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.

### **7.3 PLACEMENT ON SALARY SCHEDULE**

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

- 7.3.1 **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.

- 7.3.2 **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 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.
- 7.3.3 **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 Section 7.3.2.A - I above. College credits not accepted by the granting institution for their own graduate programs shall not be applied to lane changes.
- 7.3.4 **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.
- 7.3.5 **Credits Submission Deadline.** Individual contracts will be modified to reflect qualified lane changes effective the first of the month following the month 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.
- 7.3.6 **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.
- 7.3.7 **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.

**7.4 ADDITIONAL COMPENSATION**

7.4.1 **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 on a pro-rata basis off of the applicable salary in Appendices A and B for the additional class for the duration of the additional assignment.

7.4.2 **Co-Curricular Compensation.** Teachers involved in co-curricular assignments as set forth in Appendices C and D, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement.

7.4.3 **Voluntary Professional Duties beyond the Contract.**

- A. **Leadership/Expertise.** When, due to the unique nature of a teacher's skill and expertise (additional competencies, specialized training, specialized knowledge and/or mastery of specific skills), the District requests a teacher to lead training or apply his/her unique skills/expertise as approved by his/her supervisor, other than identified in 7.4.3.B through 7.4.3.D below, the teacher shall be compensated at his/her hourly rate of pay.
- B. **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.
- C. **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 \$30.00 per hour or the hourly wage of the individual teacher paid during the previous year, whichever is less.
- D. **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.

7.4.4 **Substitute Teaching.**

- A. **Voluntary subbing in lieu of a teacher's preparation or combined prep/supervision period.** A teacher who volunteers to sub in lieu of his/her teacher's preparation period shall be paid at the rate of 74¢ per minute of subbing, prorated to the actual class length.

Period Length	Rate	Wage
25 minutes	74¢	\$18.50
46 minutes	74¢	\$34.04
50 minutes	74¢	\$37.00
86 minutes	74¢	\$63.64

- B. **Taking on an Additional Class while Teaching.** A teacher who is directed by their supervisor to take on an additional class of students for a class period in addition to their assigned class of students shall be paid at the rate of 54¢ per minute of taking on an additional class while teaching, prorated to the actual class length.

Period Length	Rate	Wage
25 minutes	54¢	\$13.50
46 minutes	54¢	\$24.84
50 minutes	54¢	\$27.00
86 minutes	54¢	\$46.54

- C. **Taking on an Additional Students while Teaching.** When the District cannot find a substitute teacher to cover the absence of a teacher and the Administration redistributes the absent teacher's students among other teachers' classes, those teachers receiving the students shall split the daily substitute rate of pay that would have otherwise been available to a substitute teacher.
- D. **Lesson-Writing on Behalf of Casual Subs in Extenuating Circumstances.** In the event that a teacher is directed by an Administrator to write lesson plans for a course on behalf of a casual sub, the District shall compensate the lesson-writing teacher for writing lessons plans in the following manner:
  - a. **Secondary Level.** \$25 per day per course requiring lesson plans.
  - b. **Elementary Level.** The value of subbing during your prep (see Section 7.4.1) per day.



- 7.4.5 **Leadership Compensation.** The District shall provide leadership compensation at the rate of up to \$100.00 per building FTE per year. The District and Association shall meet annually to approve the plans for allocating this compensation.
- 7.4.6 **Longevity Compensation.** Teachers who have completed the following years of combined service, at least 15 years to this District and total years granted by the District as listed below, shall receive annual longevity payments according to the following schedule:
- |                                 |         |
|---------------------------------|---------|
| A. 25-29 Years completed        | \$2500* |
| B. 30 and Above Years completed | \$5000* |
- \* These numbers are not accumulative – the stated number is the amount paid in addition to salary per year.*
- 7.4.7 **License Renewal Compensation for District-Required Specialized Licenses.** Teachers whose specialized licenses (other than their standard Minnesota teaching license) are required by the District will have their license fees paid by the District.

## **7.5 PAY DATES**

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

# **ARTICLE VIII**

## **GRIEVANCE PROCEDURE**

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### **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.

### **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.

### **8.3 DEFINITIONS AND INTERPRETATIONS**

- 8.3.1 **Extension.** Time limits specified in this Agreement may be extended by mutual agreement in writing.
- 8.3.2 **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.
- 8.3.3 **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.
- 8.3.4 **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.

### **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.

### **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...

- 8.5.1 **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.
- 8.5.2 **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.
- 8.5.3 **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.

## **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.

## **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.

## **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...

- 8.8.1 **Notification.** A notification to submit a grievance to arbitration must be in writing, signed by the Association, and such paperwork must be filed in the office of the Superintendent within 15 days following the decision in Level III of the grievance procedure.
- 8.8.2 **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.
- 8.8.3 **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.
- 8.8.4 **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.
- 8.8.5 **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.



- 8.8.6 **Decision.** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject to the limitations of arbitration decisions as provided by P.E.L.R.A.
- 8.8.7 **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.
- 8.8.8 **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.

## **8.9 MISCELLANEOUS**

- 8.9.1 **Records.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from teacher personnel files.
- 8.9.2 **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**

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### **9.1 COMPENSATION FOR TRAVEL**

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.

### **9.2 ASSIGNMENT OF DUTIES**

Itinerant teachers' travel requirements will be in lieu of their supervisory assignment.

# **ARTICLE X**

## **BENEFIT PLAN**

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### **10.1 INSURANCE BENEFITS DEFINED**

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

**Eligibility.** To be eligible for benefits, teachers must be employed at .500 FTE (736 hours) or greater. If the employee is less than 1.0 FTE (1472 hours), but .500 FTE (736 hours) or greater, the employer contribution will be prorated to the nearest 10<sup>th</sup>. Beginning on July 1, 2020, the District contribution for eligible employees will be the equivalent of the teacher's FTE assignment.

## 10.2 DISTRICT CONTRIBUTIONS TO INSURANCE

The District shall contribute annually on behalf of each teacher towards their insurance benefits. The amount the District shall contribute towards each teacher's insurance costs shall be distributed in the following manner:

**10.2.1 Total Benefit Amounts.** The total District annual contribution towards insurance premiums and applicable HRA/VEBA or HSA plans (as described below) shall be...

- A. The contribution amount will vary based on the plan selected and the category of dependent coverage, as described in Section 10.2.2.B.
- B. **Two Full-Time Teacher Dependent Coverage.** When two full time employees are covered under one dependent policy, the second employee, as a dependent under the first employee's policy, shall receive the single level contribution amount towards his/her required insurances, medical insurance premium, and insurance deductible as described in Section 10.2.2.B. Each employee enrolled in the program shall contribute through payroll deduction any premium amount which exceeds the combined District maximum contribution. The District will make a annual contribution, paid on a monthly basis, to each employee's HRA/VEBA account depending on the plan they choose.

**10.2.2 Insurance Categories.**

- A. **Required Insurances.** All teachers are required to hold dental, life, and income protection insurance from the District. The District will cover the annual cost for these combined premiums.
  1. **Dental Insurance.** The District will contribute the full premium necessary to purchase dental insurance for all full-time teachers and their dependents who qualify for and are enrolled in the District's dental insurance plan.
  2. **Life Insurance.** The District will contribute the full premium necessary to purchase group term life insurance in the amount of \$50,000 per teacher. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment, and waiver of the premium when totally disabled. Teachers may pay the premium for additional group term life insurance in excess of \$50,000. Teachers who have spouses and/or dependents and who purchase additional insurance may also purchase dependent life insurance at their own cost.
  3. **Long-Term Income Protection Insurance.** The District will contribute the full premium necessary to purchase long-term income protection insurance for each teacher.
- B. **Medical Insurance.** The District shall provide an annual contribution toward the premium (and the deductible for all high-deductible plans) for single, employee plus one, or family insurance for full-time teachers who qualify for, and are enrolled in, one of the District's group medical plans. The amount provided by the District shall be as follows based upon plan selection and the category of coverage:

**District Contribution Amounts to Insurance Benefits by Category: 2019-2020**

PLAN	Plan Level	Insurance Premium	VEBA/HSA Contribution	TOTAL
<b>1200/2400 High Deductible</b>	Single	\$7,394	\$1,000	\$8,394
	Empl.+1	\$11,255	\$2,000	\$13,255
	Family	\$14,180	\$2,000	\$16,180
<b>2600/5200 High Deductible</b>	Single	\$7,394	\$1,300	\$8,694
	Empl.+1	\$11,255	\$2,300	\$13,555
	Family	\$14,180	\$2,300	\$16,480
<b>5000/10000 High Deductible</b>	Single	\$7,394	\$1,500	\$8,894
	Empl.+1	\$11,255	\$2,600	\$13,855
	Family	\$14,180	\$2,600	\$16,780

**District Contribution Amounts to Insurance Benefits by Category: 2020-2021**

PLAN	Plan Level	Insurance Premium	VEBA/HSA Contribution	TOTAL
<b>1200/2400 High Deductible</b>	<b>Single</b>	\$7,986	\$1,000	\$8,986
	<b>Empl.+1</b>	\$12,156	\$2,000	\$14,156
	<b>Family</b>	\$15,315	\$2,000	\$17,315
<b>2600/5200 High Deductible</b>	<b>Single</b>	\$7,986	\$1,300	\$9,286
	<b>Empl.+1</b>	\$12,156	\$2,300	\$14,456
	<b>Family</b>	\$15,315	\$2,300	\$17,615
<b>5000/10000 High Deductible</b>	<b>Single</b>	\$7,986	\$1,500	\$9,486
	<b>Empl.+1</b>	\$12,156	\$2,600	\$14,756
	<b>Family</b>	\$15,315	\$2,600	\$17,915

- 10.2.3 **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 District's contribution to the single rate of the District's medical plan. Teachers who take medical insurance through the District shall forfeit any cash reimbursement if the District's insurance benefits more than fully cover the costs of their medical plan.
- 10.2.4 **Duration of Contribution to Insurance Benefit.** A teacher is eligible for the District contribution to the insurance benefit 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 Section 17.3.

**10.3 LIMITATIONS AND REQUIREMENTS**

- 10.3.1 **Limitation of Insurance Coverage.** The insurance coverage set forth in Article X shall be prorated for teachers working less than full-time.
- 10.3.2 **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 10.2.3 of this Article.
- 10.3.3 **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 Section 11.1.3.
- 10.3.4 **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.

**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.

**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 enrolled in the District's medical insurance plan.

## ARTICLE XI

### LEAVES

#### 11.1 SICK LEAVE

11.1.1 **Benefit Amounts.** Each full-time teacher shall be credited with a 15 day (120 hours) 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 (one hour for each twelve hours of scheduled time) 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 (1320 hours). 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 full time (1.0 FTE or 1472 hours), 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 (240 hours) of major medical leave which may be used for hospital confinement. This leave is non-accumulative. These 30 days (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.

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 (160 hours) 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:

1. At the beginning of each school year, four (4) days (32 hours) per year will be deducted from an employee's accumulated sick and/or personal leave until the total loaned days are paid back.
2. These four (4) days (32 hours) can be a combination of sick and personal days; however, at least one personal day/8 personal leave hours 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).
3. At the end of the school year, the employee may apply additional accumulated sick and/or personal days/hours to the balance of the loaned days/hours.

4. If the loaned days/hours are not re-paid and the teacher resigns or is terminated, the remaining days/hours 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.
- 11.1.2 **Unused Sick Leave Benefit (Wellness Day).** Teachers who have the maximum sick leave accumulation (180 days or 1440 hours at the start of the school year) and use three (3) or fewer sick leave days (24 hours) in any school year shall receive one (1) additional personal leave day (called a Wellness Day) in the following school year in exchange for the remaining twelve (12) to fifteen (15) days (96 to 120 hours) of accrued sick leave beyond 165 days (1320 hours). Personal leave days taken shall not be counted for purposes of this section. However, sick leave days used pursuant to Sections 11.4, 11.5, and 11.7 (for family illness only) shall be counted for purposes of this section.
- 11.1.3 **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.

## **11.2 FAMILY MEDICAL LEAVE ACT**

Eligible teachers shall be granted leave and benefits to which they are entitled pursuant to the Family and Medical Leave Act.

## **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.

- 11.3.1 **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.
- 11.3.2 **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.
- 11.3.3 **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.
- 11.3.4 **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.

## **11.4 USE OF SICK LEAVE FOR PREGNANCY AND CHILDBIRTH**

- 11.4.1 **Rights.** A pregnant teacher shall be entitled to available sick leave pursuant to Section 11.2 during the period of actual illness/disability related to pregnancy or childbirth.
- 11.4.2 **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.
- 11.4.3 **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.
- 11.4.4 **Spousal Leave.** An employee who is a spouse of a woman giving birth may use up to five (5) days of accumulated sick leave as a result of childbirth. The spousal leave shall be available immediately following the birth of the child and need not be consecutive but must be utilized within the first 12 weeks after the child's birth.



## **11.5 CHILD CARE LEAVE**

- 11.5.1 **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.
- 11.5.2 **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 an employee and spouse 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.
- 11.5.3 **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.
- 11.5.4 **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.
- 11.5.5 **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.

## **11.6 ADOPTION LEAVE**

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

- 11.6.1 **Notification.** 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.
- 11.6.2 **Leave Start Date.** 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.
- 11.6.3 **Use of Sick Leave.** By mutual agreement between the Employer and the teacher, a teacher may use up to thirty (30) days of accumulated sick leave after the adoption of the child. Upon application to and prior approval by the Superintendent, the teacher may use up to five (5) nonconsecutive days of accumulated sick leave for participation in adoption proceedings, which shall be subtracted from the 30 day total described above.
- 11.6.4 **Duration.** Adoption leave may be taken for a period of up to 12 months in duration.

- 11.6.5 **Return.** 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.
- 11.6.6 **Limitations.** Where the two parents are employed by the District, the aggregate total of adoptive leave shall not exceed 30 days.
- 11.6.7 Supplementary requirements identified in Article 11.5 (Child Care Leave) shall apply to adoption leave.

### **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 Section 11.1.1.A.

For purposes of this section, immediate family shall mean: mother, father, spouse, children (minor or adult), 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.

### **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.

### **11.9 PERSONAL LEAVE**

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

#### **11.9.1 Accrual.**

- A. All teachers shall receive two (2) days of personal leave a year.
- B. Any teacher who has accumulated 75 days of sick leave may exchange two (2) sick leave days for one (1) extra personal day per year. This exchange will not affect those who are eligible for a Wellness day as defined in Section 11.1.2.
- C. Up to three (3) accumulated unused personal leave days (plus one additional day for unused sick leave as defined in Section 11.1.2) 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 substitute rate per day.

#### **11.9.2 Restrictions.**

- A. 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.
- B. No more than 5 percent of the teachers assigned to a school building may take personal leave at any one time, rounded to the nearest whole number. In the event of an emergency, the limitation on the number of teachers who may take personal leave at any one time may be waived at the discretion of the Superintendent whose decision shall not be subject to the grievance procedure.
- C. 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.
- D. The maximum amount of Personal Leave available to the teacher to use in any year shall be five (5) total days: the teacher's allocation for the current year plus the remainder taken from their days of Personal Leave carry over as defined in Section 11.9.1.C.

- E. Teachers may take personal leave of absence in full or half (½) day increments or in shorter increments of at least one-hour (60 min) provided that the teacher has arranged for substitute coverage with Principal approval.

11.9.3 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.

### **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.

### **11.11 ASSOCIATION LEAVE**

11.11.1 **Conducting Association Business.** Within each two (2) year contract, the Association will be credited with twenty (20) days to be used by teachers who are officers or designees 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.

#### **11.11.2 Full-Time Release Association President.**

- A. The Association President will be entitled to full (1.0 FTE) release time TOSA position without loss of pay, benefits, retirement pay, or seniority, in order to conduct duties as Association president.
- B. This leave will be granted on the following basis:
  - 1. The District will compensate the Association President on a continuing basis as a full-time contract teacher with benefits.
  - 2. The cost of the Association President's position shall be figured into the settlement cost of each two-year contract settlement.
- C. Should the Association President decide not to pursue continued release time, s/he will be returned to the following position (in descending order, if needed):
  - 1. The position that s/he vacated while conducting duties as Association President
  - 2. If s/he had most recently served as a TOSA, s/he will be returned to his/her previous teaching position and building of service.
- D. The Association President's schedule will be determined by the Association.
- E. The Association will be responsible for providing the Association President with office space and clerical support. However, the District will endeavor to provide office space for the Association President, provided available space exists in the District.
- F. The Association agrees to notify the District in writing before April 1st of each year as to which of their members will be serving as the Association President for the subsequent year.

### **11.12 SABBATICAL LEAVE**

The School Board may grant a sabbatical leave to a teacher for the purpose of acquiring further academic training toward an advanced degree in a subject matter pertinent to the teacher's position in the School District, for the purpose of obtaining specialized training to fill a position newly created in the School District or for other professional development which would advance the teacher's skills in his or her instructional area.

- 11.12.1 **Eligibility.** A teacher must have completed at least five (5) consecutive school years of satisfactory full-time employment with the School District since (a) the teacher's initial date of employment by the Employer, or (b) the expiration of such teacher's last previous sabbatical leave.
- 11.12.2 **Availability/Approval.** The number of leaves, which can be granted in any one year, will not exceed one percent (1%) of the total number of full-time teachers employed by the Employer. The School District's decision to approve a sabbatical leave shall be based upon the purpose of the leave and its benefit to the School District, the teacher's demonstrated performance to succeed in this task, the needs of the School District, availability of replacement staff and of budgetary funds. This Article is not subject to the grievance procedure.



**11.12.3 Guidelines for Developing Sabbatical Leave Applications.**

- A. The application shall include each of the following:
  - 1. A detailed description of the planned program of study or research
  - 2. A statement as to how and why such program will benefit the District
  - 3. Key details of the program of study or research, including, but not limited to, the institution or location where program will be pursued, courses and/or credits to be carried, dates of study, degrees or certificates to be earned, etc.
- B. An application for sabbatical leave shall be submitted to the School District's Director of Human Resources not later than February 1st of the school year immediately preceding the year in which the requested leave will be taken.
- C. An application shall bear the written endorsement of the applicant's immediate supervisor and the School District's Director of Human Resources.

**11.12.4 Duration.** A sabbatical leave shall be for not less than one (1) semester nor more than two (2) consecutive full semesters. The sabbatical leave must coincide with the regular school year (i.e. fall/spring - in this order only).

**11.12.5 Compensation.** The compensation for teachers on sabbatical leave shall be fifty percent (50%) of the contract salary. It is not the intent of this Agreement that extra duty compensation of any kind shall be included in the consideration of payment for sabbatical leaves. If a recipient of a sabbatical leave receives income from employment or from scholarship aid or emolument funds from other sources during the time s/he is on sabbatical leave, the School Board shall reduce the sabbatical leave payments, otherwise payable, by an amount equal to such income to the extent that such income, when added to the sabbatical leave payments, exceeds the salary which the recipient would have received if s/he had signed his/her current contract for full-time employment. The schedule for the payment of salary to a teacher on sabbatical leave shall be in accordance with the procedures for payment of salary to any other member of the teaching staff.

**11.12.6 Benefits.** A teacher on sabbatical leave remains eligible upon request for participation in all insurance programs for teachers. The Employer contribution towards such insurance coverage shall bear the same ratio to the sabbatical compensation agreement. Each teacher electing to continue insurance coverage while on sabbatical leave shall contribute through payroll deduction any excess premium over the School District's contribution.

**11.12.7 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.

**11.12.8 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 1<sup>st</sup> immediately preceding the year of return. However, the District shall notify the teacher by certified mail prior to February 15th of this requirement.

**11.13 EMERGENCY LEAVE**

**11.13.1** 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.

**11.13.2** Deaths, funerals, court appearances, estate settlements, and illness of daycare provider are examples of when this leave may be granted.

**11.13.3** 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.

- 11.13.4 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.
- 11.13.5 Additional leave may be granted in extreme emergencies at the discretion of the Superintendent or his designee.

#### **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.

#### **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.

#### **11.16 UNPAID LEAVES OF ABSENCE**

Teachers are eligible to take an unpaid personal leave of absence for up to one school year with the following understandings...

- 11.16.1 **Application.** Teachers with a minimum of five (5) years of teaching experience in the School District may apply in writing at least 60 days prior to the requested beginning date of such leave to the Director of Human Resources for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School Board.
- 11.16.2 **Purpose.** Such leave may be granted by the School Board for overseas teaching, participation in the Peach Corps, Vista, and/or the National Teacher Corps, extended illnesses of the teacher, extended illnesses in the teacher's immediate family, civic activities, alternative occupational experiences, teacher organizational activity, service in public office, or other reasons deemed appropriate by the School Board.
- 11.16.3 **Duration.** At the time of submission of a written request for an unpaid leave of absence as provided above, the teacher shall designate the duration of such leave and the preferred return date. However, the District has the right to adjust the end date of the leave to conform with a natural break in the school calendar.
- 11.16.4 **Notification.** A teacher on such leave shall notify the Director of Human Resources, in writing, no later than March 1st of the leave year of the teacher's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School Board. Failure to notify in writing by March 1st shall constitute grounds for discharge.
- 11.16.5 **Return.** A teacher returning from an unpaid leave of absence 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.

#### **11.17 EXTENDED LEAVES OF ABSENCE**

Extended Leaves of Absence will be granted pursuant to MN Stat. § 122A.46.

**11.18 MILITARY LEAVE**

Military Leave shall be granted pursuant to applicable law.

**11.19 LEAVE IMPACT ON INSURANCE AND STEPS****11.19.1 Leave Impact on Insurance Benefits.**

- A. **Unpaid Leave.** A teacher on unpaid leave is eligible to continue to participate in group insurance if permitted under the insurance policy provisions. The teacher shall pay the entire monthly premium in advance, except as otherwise provided in law.
- B. **Paid Leave.** In the event the teacher is on paid leave from the School District under Section 11.1 Sick Leave or supplemented by sick leave pursuant to Section 11.15 Worker's Compensation, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the teacher must pay the entire premium to the School District for any insurance retained.

**11.19.2 Impact on Career Increment (Step).** Teachers who work less than one (1) semester due to a leave will not receive a career increment (step) for that year except pursuant to applicable law.

**ARTICLE XII****DEDUCTIONS**

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

**ARTICLE XIII****UNREQUESTED LEAVES OF ABSENCE****13.1 PURPOSE**

The purpose of this policy is to implement the provisions of MN Stat. § 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.

Beginning July 1, 2018, the language in this section applies separately to two unique groups covered by this contract: K-12 teachers and Early Childhood Educators. Each group applies this same language within their own seniority groupings; neither group can bump into the positions on the other's list.

**13.2 DEFINITIONS**

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

**13.2.1 Board.** "Board" means the local governing board of the District.

**13.2.2 Teacher.** "Teacher" means any member of the appropriate unit as defined in the Agreement who holds a certificate from the State Department of Education.

**13.2.3 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 in 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

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.
- 13.2.4 **Seniority.** "Seniority" means continuing contract qualified teachers commencing with the first day of actual service in the District and shall exclude Tier 1 and Tier 2-licensed teachers, 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 Stat. § 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.
- 13.2.5 **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.

### **13.3 UNREQUESTED LEAVES OF ABSENCE**

- 13.3.1 **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.
- 13.3.2 **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.
- A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher with the following exception: No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8. (Specifically Assistance Plan Level 2).
- 13.3.3 **Notice to Teachers.** Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement by June 1st of the school year prior to the commencement of such leave that:
- A. States the applicable grounds for the proposed placement;
  - B. Provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
  - C. Provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

- 13.3.4 Right to a Hearing and Decision.** If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing to challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.
- 13.3.5 Final Board Action.** Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1, but not before notice to the teacher as required above and acquiescence, or notice to the teacher as required above.
- 13.3.6 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 with the following exception: No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8. (specifically Assistance Plan Level 2).
- 13.3.7 Dropping of License.** A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.
- 13.3.8 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. **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 Section 7.3.7.
  - 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 Section 7.3.1, which was in effect on November 1 of the school year during which placement on unrequested leave of absence will occur, shall apply.
  - C. **Other Factors.** In the event "other factors" must be used as a tie breaker, the District may use its discretion based upon teacher performance, training, experience, skills in special assignments, and other relevant factors.
- 13.3.9 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.
- 13.3.10 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.
- 13.3.11 Additional Assignments.** If reduction in number of teachers based on seniority would result in the discontinuance of any curricular program, the teacher employed in such program may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the School District.
- 13.3.12 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.
- 13.3.13 Benefits while on Leave.** Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

#### **13.4 REINSTATEMENT**

- 13.4.1 Teacher Rights.** No new teacher at any licensure tier 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 (Section



13.2.2). The order of reinstatement shall be in inverse order in which teachers were placed on requested leave. A teacher must not be reinstated to a position in a field in which the teacher holds only a provisional license, other than a vocational education license, while another teacher who holds a non-provisional license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

**13.4.2 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.

**13.4.3 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.

**13.4.4 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 between the School District, the Association, and each qualified teacher.

### **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). A preliminary teacher seniority list shall be prepared and posted annually by the District on or before the end of the first Friday in October of each 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 first Friday of November of each year.

The District shall email/provide access to such list to each teacher by January 1 of each school year.

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.

### **13.6 REVIEW**

For purposes of review of the Board's decision placing a teacher on unrequested leave of absence, the provisions of MN Stat. §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 Section 7.1, Basic Schedules and Rates of Pay, shall be open to negotiation in the next contract.

## ARTICLE XV

### TEACHER DISCIPLINE AND REPRESENTATION

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The Association and the District have agreed to use a progressive discipline model to ensure the highest quality of professionalism and instruction for our students.

#### **15.1 PROGRESSIVE DISCIPLINE.**

- 15.1.1 **Discipline.** Discipline shall consist of oral reprimand (with email verification), written reprimand, suspension with pay, suspension without pay, and discharge. However, the School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the teacher and his/her supervisor(s) shall be held prior to the imposition of a written reprimand, suspension, or discharge.
- 15.1.2 **Grounds for Disciplinary Action.** The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials in his/her personnel file pursuant to the provisions of . §122A.40, Subd.19. A teacher shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by MN Stat. § 122A.40, and such action shall not be subject to the provisions of this article.
- 15.1.3 **Opportunity to Meet.** Suspension with or without pay shall be imposed only by the Superintendent or his/her designee. If a suspension without pay is to be considered pursuant to Section 2. above, the teacher shall be afforded an opportunity to meet with the Superintendent or his/her designee, and the teacher may elect to have a representative in attendance at any such meeting.
- 15.1.4 **Subject to Arbitration.** Suspension without pay shall take effect only after notification from the Superintendent or his/her designee to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent or his/her designee within five (5) days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and the length of the suspension were appropriate considering the circumstances surrounding the action.
- 15.1.5 **Removal from Duty – Investigation.** This article shall not apply to a teacher who is removed from duty on paid suspension pending investigation of allegations or to a teacher charged with a felony who is removed from duty on unpaid suspension pursuant to MN Stat. § 122A.40, Subd. 13.

#### **15.2 TEACHER REPRESENTATION.**

A teacher shall at all times be entitled to have a representative of the Association present when s/he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance.

## ARTICLE XVI

### PUBLICATION OF AGREEMENT

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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 XVII

### DEFERRED COMPENSATION / RETIREMENT BENEFITS

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#### **17.1 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 Stat. § 352.965 and MN Stat. § 356.24) or a Tax Sheltered Annuity (MN Stat. § 356.24 and Internal Revenue code 403(b)) on the following basis...

**17.1.1 Eligibility.**

- A. Probationary Teachers.** Probationary teachers shall receive a matching contribution of up to one percent (1%) of their scheduled salary (see Appendices A & B) through the District's Deferred Compensation program.
- B. Tenured Teachers.** Tenured teachers shall receive a matching contribution of up to 2.5% of their scheduled salary (see Appendices A & B).

**17.1.2 Auto-Escalation.** Beginning on July 1, 2020, teachers participating in the District's matching program and achieving tenure will have their deductions from their paychecks automatically increase to 2.5% of their salaries, and they will receive equal increases in the matching contributions from the District to be remitted to their respective investment companies.

**17.2 "SUNSETTING" RETIREMENT BENEFITS**

**17.2.1 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 15<sup>th</sup> 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.

**17.2.1 Thirteen Year Employment Retirement Benefit.** In addition to the benefits provided in Article XVIII, Section 1, teachers not entitled to the benefits described in Section 17.2.1, shall, if meeting the eligibility requirements below, be entitled to the following upon resigning from the District...

**A. Eligibility.**

1. The teacher shall have served the District for at least thirteen (13) years.
2. The teacher was employed by the District prior to July 1, 1990.

**B. Benefits.**

1. The teacher shall receive Fifty Dollars (\$50) for each day of accumulated sick leave, not to exceed Eight Thousand Two Hundred Fifty Dollars (\$8250).
2. 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.
3. Retirement pay shall be paid by the District on January 15<sup>th</sup> following the calendar year of retirement and no benefits under this Article shall be granted any teacher who is discharged by the District.

**17.3 RETIREE INSURANCE**

**17.3.1 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 (Section 17.3.2). 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.

**17.3.2 Paid Medical Insurance Benefit.**

- A.** For retirees who meet the following criteria, the District shall make a single-level contribution to the retiree's premium cost and VEBA/HSA as identified in Section 10.2.2.B of this contract:



1. The teacher retires at the age of 52 or older, and
  2. The teacher has completed twenty (20) years of full-time service with the District at the time of retirement.
- B. 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.
  - D. The continuation of insurance for retiring teachers is covered under M.S. §471.61 Subd. 2b.
- 17.3.3 **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.

#### **17.4 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.

#### **17.5 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 XVIII**

### **MODIFICATIONS IN CALENDAR / LENGTH OF SCHOOL DAY**

#### **18.1 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.

#### **18.2 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).

#### **18.3 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 XIX**

### **DEDUCTIONS AND PAYROLL**

#### **19.1 EARNINGS STATEMENTS**

At the end of each pay period, the District shall provide each employee an earnings statement, either in paper or electronically, covering that pay period.

**19.2 DEDUCTIONS FROM WAGES**

**19.1.1 Voluntary Payroll Deduction for IRS Section 125 Plan.** The District shall offer and bear all expenses for administering an IRS Section 125 Plan.

**19.1.2 Involuntary Payroll Deduction.** The District may not deduct an alleged wage overpayment or any other claimed indebtedness until the employee and the District agree to a repayment plan. Should the parties be unable to develop a plan, the repayment plan will be applied over the same time period in which the overpayment was generated

**19.3 OVERPAYMENTS AND UNDERPAYMENTS**

When payroll errors are identified, the District will review the nature of the error with the Union. In the case of an underpayment, the District shall reimburse the employee in full. In the case of an overpayment in excess of five hundred dollars (\$500.00), the schedule and amount of deductions will be determined by mutual agreement between the District and the employee.

## **ARTICLE XX**

### **CONFORMITY TO LAW**

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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 XXI**

### **TANDEM TEACHERS**

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**21.1 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 Section 7.1.

**21.2 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.

**21.3 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.

**21.4 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 XXII

### EARLY CHILDHOOD EDUCATION TEACHERS

#### **22.1 STATUTORY CONSIDERATIONS**

Pursuant to MN Stat. §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 Stat. §122A.26, Subd. 2 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 Stat. §122A.40, Subd. 1, or MN Stat. §122A.41, Subd. 1(a).

#### **22.2 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.

#### **22.3 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.

#### **22.4 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.

#### **22.5 HOURS OF SERVICE, DUTY DAY, DUTY WEEK, DUTY YEAR, AND PREP TIME**

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.

**Prep Time.** ECE teachers will be paid for one-quarter (¼) hour of prep time for every one (1) hour of student contact time.

#### **22.6 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.....Service Expectations  
Article VI.....Duty Year  
Article XXI.....Tandem Teachers

## ARTICLE XXIII

### 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.

**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

**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 XXIV

### DURATION

This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2021. If a new and substitute master Agreement has not been duly entered into prior to June 30, 2021, 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 Section 7.3.2 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 XXV

### 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 XXVI

### 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 8<sup>th</sup> day of  
January 2020

For:  
**Independent District No. 720**

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

Dated this 6 day of  
January 2020

# APPENDIX A

## 2019-2020 SALARY SCHEDULE

Effective 7/01/2019 – 6/30/2020

		L A N E S								
Semester credits		BA	BA+10	BA +20	BA+30	MA	MA+10	MA+20	MA+30	Spc/PhD
S T E P S	3	39,834	41,810	43,788	45,760	47,736	49,713	51,689	53,663	55,639
	4	40,962	42,993	45,025	47,056	49,089	51,118	53,151	55,181	57,218
	5	42,088	44,177	46,266	48,353	50,440	52,529	54,616	56,701	58,789
	6	43,215	45,358	47,504	49,649	51,793	53,935	56,075	58,220	60,363
	7	44,341	46,539	48,743	50,941	53,142	55,340	57,541	59,737	61,939
	8	44,907	47,723	49,983	52,239	54,490	56,747	59,001	61,260	63,514
	9	45,462	48,905	51,221	53,537	55,842	58,153	60,465	62,778	65,090
	10	45,462	49,495	51,840	54,165	57,775	60,148	62,511	64,879	67,247
	11	45,462	50,051	52,397	54,721	59,130	61,549	63,973	66,396	68,819
	12	45,462	50,051	52,950	55,274	61,284	63,763	66,243	68,722	71,201
	13	45,462	50,051	52,950	55,274	62,635	65,170	67,704	70,241	72,777
	14	45,462	50,051	52,950	55,274	63,989	66,578	69,168	71,762	74,350
	15	45,962	50,551	53,450	55,774	65,338	67,985	70,632	73,279	75,926
	16	45,962	50,551	53,450	55,774	66,517	69,108	71,788	74,468	77,150
	17	45,962	50,551	53,450	55,774	67,695	70,230	72,942	75,656	78,372
	18	45,962	50,551	53,450	55,774	68,875	71,351	74,098	76,846	79,594
	19	45,962	50,551	53,450	55,774	69,150	71,754	74,538	77,324	80,108
	20	45,962	50,551	53,450	55,774	70,231	72,964	75,782	78,607	81,428
	21	45,962	50,551	53,450	55,774	71,313	74,174	77,029	79,889	82,749
	22	45,962	50,551	53,450	55,774	71,422	75,818	78,711	81,574	84,432
	23	45,962	50,551	53,450	55,774	71,531	77,461	80,397	83,258	86,116
	24	46,972	51,561	54,460	56,784	74,937	82,399	85,377	88,237	91,097

# APPENDIX B

## 2020-2021 SALARY SCHEDULE

Effective 7/01/2020 – 6/30/2021

		L A N E S								
Semester credits		BA	BA+10	BA +20	BA+30	MA	MA+10	MA+20	MA+30	Spc/PhD
S T E P S	3	41,129	43,169	45,211	47,247	49,287	51,329	53,369	55,407	57,447
	4	42,293	44,390	46,488	48,585	50,684	52,779	54,879	56,975	59,077
	5	43,456	45,613	47,770	49,924	52,080	54,236	56,391	58,544	60,700
	6	44,619	46,832	49,048	51,262	53,476	55,688	57,898	60,113	62,324
	7	45,782	48,051	50,327	52,597	54,869	57,138	59,411	61,679	63,952
	8	46,366	49,273	51,607	53,937	56,260	58,591	60,919	63,250	65,578
	9	46,940	50,495	52,886	55,277	57,657	60,043	62,430	64,818	67,206
	10	46,940	51,104	53,525	55,926	59,653	62,102	64,543	66,988	69,432
	11	46,940	51,677	54,100	56,499	61,052	63,550	66,053	68,554	71,056
	12	46,940	51,677	54,671	57,071	63,275	65,836	68,396	70,956	73,515
	13	46,940	51,677	54,671	57,071	64,671	67,288	69,905	72,524	75,142
	14	46,940	51,677	54,671	57,071	66,068	68,742	71,416	74,094	76,767
	15	47,456	52,193	55,187	57,587	67,461	70,195	72,928	75,660	78,393
	16	47,456	52,193	55,187	57,587	68,678	71,354	74,121	76,889	79,657
	17	47,456	52,193	55,187	57,587	69,895	72,513	75,313	78,115	80,919
	18	47,456	52,193	55,187	57,587	71,113	73,670	76,506	79,343	82,181
	19	47,456	52,193	55,187	57,587	71,397	74,086	76,960	79,837	82,712
	20	47,956	52,693	55,687	58,087	72,514	75,336	78,245	81,162	84,075
	21	47,956	52,693	55,687	58,087	73,631	76,585	79,532	82,485	85,439
	22	47,956	52,693	55,687	58,087	73,743	78,282	81,269	84,225	87,176
	23	47,956	52,693	55,687	58,087	73,856	79,978	83,010	85,964	88,914
	24	48,999	53,736	56,730	59,130	77,872	85,577	88,652	91,604	94,558



# APPENDIX C

## 2019-2021 CO-CURRICULAR SALARY SCHEDULE | ACTIVITIES

Effective 7/01/2019 – 6/30/2021

### C.1 ACTIVITIES CO-CURRICULAR SALARY SCHEDULE

BASE \$		% of Director/Advisor Stipend			EXPERIENCE/LONGEVITY PAY			
BASE \$		BASE   Step 1 (Yrs 1-3)			Step 2 (Yrs 4-6)		Step 3 (Yrs 7+)	
Activity	Subcategory	100%	75%	65%	12.5%	Incr. from Step 1	25%	Incr. from Step 1
Academic Competition Advisor	Knowledge Bowl	HS Dir	Asst HS/MS Dir	Asst HS Dir	HS Dir	Asst HS/MS Dir	HS Dir	Asst HS/MS Dir
	Rube Goldberg	\$1,293	\$970	\$840	\$1,455	\$1,091	\$1,616	\$1,212
	DECA	\$1,167	\$875	\$759	\$1,313	\$985	\$1,459	\$1,094
	Health Occupation Students of America	\$5,184	\$3,888	\$3,369	\$5,832	\$4,374	\$6,480	\$4,860
	Science Olympiad	\$2,528	\$1,896	\$1,643	\$2,844	\$2,133	\$3,160	\$2,370
Athletic Club Advisor	Mock Trial	\$1,456	\$1,092	\$ 946	\$1,638	\$1,229	\$1,820	\$1,365
	Robotics	\$1,083	\$812	\$704	\$1,219	\$914	\$1,354	\$1,016
	Mountain Biking Club	\$3,792	\$2,844	\$2,465	\$4,266	\$3,200	\$4,740	\$3,555
	large & small group contests, graduation	\$4,965	\$3,724	\$3,227	\$5,586	\$4,189	\$6,206	\$4,655
	Music, HS Instrumental Director	\$1,354	\$1,016	\$880	\$1,523	\$1,143	\$1,693	\$1,270
Math League Advisor	Music, Pep band	\$2,852	\$2,139	\$1,854	\$3,208	\$2,406	\$3,565	\$2,673
	Music, Marching Band Director	\$4,058	\$3,044	\$2,638	\$4,565	\$3,424	\$5,073	\$3,804
	Music, Marching Band Flag Line	\$2,498	\$1,874	\$1,624	\$2,810	\$2,108	\$3,123	\$2,342
	Music, Vocal Director	\$1,575	\$1,182	\$1,024	\$1,772	\$1,329	\$1,969	\$1,477
	Music, Ensemble Director*	\$2,521	\$1,891	\$1,639	\$2,836	\$2,127	\$3,152	\$2,364
NHS Advisor / NJHS Advisor	per ensemble	\$1,474	\$1,106	\$958	\$1,658	\$1,244	\$1,843	\$1,382
	Newspeak Advisor	\$1,773	\$1,330	\$1,152	\$1,995	\$1,496	\$2,216	\$1,662
	Prom Advisor	\$1,565	\$1,174	\$1,017	\$1,761	\$1,321	\$1,956	\$1,467
	Service Organization Advisor	\$1,625	\$1,219	\$1,056	\$1,828	\$1,371	\$2,031	\$1,524
	Speech Coach	\$1,263	\$947	\$821	\$1,421	\$1,066	\$1,579	\$1,184
Student Council Advisor	Theatre, Drama Club Advisor	\$6,019	\$4,515	\$3,913	\$6,772	\$5,079	\$7,524	\$5,643
	Theatre, Musical Technical Support	\$3,490	\$2,617	\$2,268	\$3,926	\$2,944	\$4,362	\$3,272
	Tech Supervisor, Auditorium	\$1,746	\$1,309	\$1,135	\$1,964	\$1,473	\$2,182	\$1,637
	Theatre, Musical Lighting Director	\$1,143	\$857	\$743	\$1,286	\$965	\$1,429	\$1,072
	Theatre, Musical Director	\$4,273	\$3,205	\$2,777	\$4,807	\$3,605	\$5,341	\$4,006
Theatre, Musical Artistic Support	Choreo., Pit Orch. & Vocal Dir., Costumer	\$5,988	\$4,491	\$3,892	\$6,736	\$5,052	\$7,485	\$5,614
	Theatre, Musical Lighting Director	\$2,950	\$2,212	\$1,917	\$3,318	\$2,489	\$3,687	\$2,765
	Theatre, One Act Play Director	\$1,986	\$1,490	\$1,291	\$2,235	\$1,676	\$2,483	\$1,862
	Theatre, Play Director	\$2,191	\$1,643	\$1,424	\$2,465	\$1,849	\$2,739	\$2,054
	Theatre, Play Technical Director	\$3,130	\$2,347	\$2,034	\$3,521	\$2,641	\$3,912	\$2,934
Yearbook, Advisor (non-course)	Yearbook, Advisor (non-course)	\$2,859	\$2,144	\$1,858	\$3,216	\$2,412	\$3,573	\$2,680
	Youth in Government Advisor	\$3,853	\$2,890	\$2,504	\$4,335	\$3,251	\$4,816	\$3,612
		\$3,338	\$2,504	\$2,170	\$3,755	\$2,816	\$4,173	\$3,129

\*Ensembles: Gr 9-12 paid at 100% (expectation - 2 rehearsals per week) and Ensembles: Gr 6-8 paid at 75% (expectation - 3 rehearsals every 2 weeks)

## 2019-2021 CO-CURRICULAR SALARY SCHEDULE | ATHLETICS

Effective 7/01/2019 – 6/30/2021

### C.2 ATHLETICS CO-CURRICULAR SALARY SCHEDULE

BASE \$8000 Sport	Percentage of HC Stipend					EXPERIENCE/LONGEVITY PAY							
	Step 1 (Years 1-3)					Step 2 (Years 4-6)					Step 3 (Years 7+)		
	100% Head	75% Ass't*	65% Grade 9	45% MS	12.5% Head	Ass't	Grade 9	MS	25% Head	Ass't	Grade 9	MS	
Baseball	\$5,851	\$4,388	\$3,803	\$2,633	\$6,582	\$4,937	\$4,278	\$2,962	\$7,313	\$5,485	\$4,754	\$3,291	
Basketball, Boys & Girls	\$6,529	\$4,897	\$4,244	\$2,938	\$7,345	\$5,509	\$4,775	\$3,305	\$8,162	\$6,121	\$5,305	\$3,673	
Cheerleader Advisor (Winter)	\$3,052	\$2,289	\$1,984	\$1,374	\$3,434	\$2,575	\$2,232	\$1,545	\$3,815	\$2,862	\$2,480	\$1,717	
Cheerleader Advisor (Fall)	\$1,910	\$1,433	\$1,242	\$ 860	\$2,149	\$1,612	\$1,397	\$ 967	\$2,388	\$1,791	\$1,552	\$1,074	
Cross Country, Boys & Girls	\$4,065	\$3,048	\$2,642	\$1,829	\$4,573	\$3,430	\$2,972	\$2,058	\$5,081	\$3,811	\$3,303	\$2,286	
Dance Team, Girls	\$6,497	\$4,873	\$4,223	\$2,924	\$7,309	\$5,482	\$4,751	\$3,289	\$8,121	\$6,091	\$5,279	\$3,655	
Football	\$6,250	\$4,688	\$4,063	\$2,813	\$7,031	\$5,273	\$4,570	\$3,164	\$7,813	\$5,859	\$5,078	\$3,516	
Golf, Boys & Girls	\$4,242	\$3,182	\$2,758	\$1,909	\$4,773	\$3,579	\$3,102	\$2,148	\$5,303	\$3,977	\$3,447	\$2,386	
Hockey, Boys & Girls	\$6,167	\$4,625	\$4,009	\$2,775	\$6,938	\$5,203	\$4,510	\$3,122	\$7,709	\$5,781	\$5,011	\$3,469	
Intramural Director	\$3,660	\$2,745	\$2,379	\$1,647	\$4,118	\$3,088	\$2,676	\$1,853	\$4,575	\$3,431	\$2,974	\$2,059	
Lacrosse, Boys & Girls	\$4,267	\$3,200	\$2,774	\$1,920	\$4,801	\$3,601	\$3,120	\$2,160	\$5,334	\$4,001	\$3,467	\$2,400	
Soccer, Adapted	\$4,106	\$3,080	\$2,669	\$1,848	\$4,619	\$3,465	\$3,003	\$2,079	\$5,133	\$3,850	\$3,336	\$2,310	
Soccer, Boys & Girls	\$5,156	\$3,867	\$3,352	\$2,320	\$5,801	\$4,351	\$3,770	\$2,610	\$6,445	\$4,834	\$4,189	\$2,900	
Softball	\$5,501	\$4,126	\$3,576	\$2,475	\$6,188	\$4,641	\$4,022	\$2,785	\$6,876	\$5,157	\$4,469	\$3,094	
Softball, Adapted	\$4,106	\$3,080	\$2,669	\$1,848	\$4,619	\$3,465	\$3,003	\$2,079	\$5,133	\$3,850	\$3,336	\$2,310	
Swimming, Boys & Girls	\$5,207	\$3,905	\$3,385	\$2,343	\$5,858	\$4,393	\$3,808	\$2,636	\$6,509	\$4,881	\$4,231	\$2,929	
Tennis, Boys & Girls	\$4,249	\$3,187	\$2,762	\$1,912	\$4,780	\$3,585	\$3,107	\$2,151	\$5,312	\$3,984	\$3,453	\$2,390	
Track & Field, Boys & Girls	\$5,128	\$3,846	\$3,334	\$2,308	\$5,770	\$4,327	\$3,750	\$2,596	\$6,411	\$4,808	\$4,167	\$2,885	
Volleyball	\$5,525	\$4,144	\$3,592	\$2,486	\$6,216	\$4,662	\$4,040	\$2,797	\$6,907	\$5,180	\$4,489	\$3,108	
Wrestling	\$5,952	\$4,464	\$3,869	\$2,678	\$6,695	\$5,022	\$4,352	\$3,013	\$7,439	\$5,580	\$4,836	\$3,348	

\*Head 9th Gr Coaches classified as HS Ass't Coaches

**NOTES** | Not all of these stipends listed on either the Activities or Athletics schedule are approved for payouts by the School Board.  
The comprehensive version of this model is available upon request.

## APPENDIX D

### CO-CURRICULAR EXPLANATION

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#### **D.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.

#### **D.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.

#### **D.3 COMPENSATION**

**D.3.1 Base Compensation Amount.** The base compensation amount used to derive the co-curricular amounts on the schedule will be \$8000.

**D.3.2 Weighting Factors.** Compensation for all co-curricular athletic coaches, will be determined based on the following four (4) weighting factors. Compensation for all activities directors and advisors will be the first two (2) of these weighting factors:

- A. **Length of Season/Total Hours.** The percentage of the compensation rate driven by this factor: 70% for all sports and activities. Whenever the Minnesota State High School League (MSHSL) guidelines are available, they will be used to determine length of season. If no MSHSL guidelines for length of season are available, the Co-Curricular Compensation Committee will make the final determination. All compensation amounts in this area will be derived as percentages of the longest season sport/highest hour activity.
- B. **Assistant Coach to Head Coach Ratio/Number of Participants-to-Coach Ratio.** The percentage of the compensation rate driven by this factor: 15% for all sports and 30% for all activities. All compensation amounts in this area will be derived as percentages of either the highest ratio of assistant coaches to head coach or highest number of participants per coach/director/advisor.
- C. **Equipment Management.** The percentage of the compensation rate driven by this factor: 10% for all sports and 0% for all activities. This compensation factor is based upon the amount of equipment the coach/director/advisor must manage as part of his/her duties. All compensation amounts in this area will be derived as percentages of the highest ratio of equipment per head coach/director/advisor.
- D. **Other Factors.** The percentage of the compensation rate driven by this factor: 5% for all sports and 0% for all activities. These factors may include, but are not limited to, publicity, media exposure, and parent/community pressure. All compensation amounts in this area will be derived as percentages of the activities considered to have the highest levels of these factors. The Co-Curricular Compensation Committee will make the final determination as to the level of these factors as they may change over time.

**D.3.3 Compensation Ratios.** Compensation will vary depending upon the level of the assignment as follows:

- A. **Athletic Coaching Compensation Levels.**
  1. **Head Varsity Coach:** 100% of compensation level as weighted in Appendices D.1 and D.2.
  2. **Assistant Varsity Coach:** 75% of head varsity coach compensation.
  3. **9<sup>th</sup> Grade Coach:** 65% of head varsity coach compensation.
  4. **Middle School Coach:** 45% of head varsity coach compensation.
- B. **Activities Coaching/Directing/Advising Compensation Levels.**
  1. **Director/Advisor:** 100% of compensation level as weighted in Appendices D.1 and D.2.



2. **Assistant Director/Assistant Advisor and Middle School Director/Advisor:** 75% of Director/Advisor compensation.
  3. **Assistant Middle School Director/Advisor:** 65% of Director/Advisor compensation.
- D.3.4 **Experience Compensation.** Coaches/Directors/Advisors will be paid for their years of experience in their assignments as follows:
- A. **Years 1-3:** Base Compensation level as weighted in Section E.3.3.
  - B. **Years 4-6:** Base Compensation level as weighted in Section E.3.3 plus 12.5%.
  - C. **Years 7 and Up:** Base Compensation level as weighted in Section E.3.3 plus 25%.
- D.3.5 **Post-Season Compensation.** Coaches/Directors/Advisors whose participants make it past the first section competition or its equivalent, will be compensated for their additional time requirements according to their daily or hourly rate of co-curricular compensation up until their participants are eliminated from competition. The daily rate of pay is figured by dividing the total compensation for the position by the number of days in the season up to and including the first section competition or its equivalent. The hourly rate of pay is figured by dividing the total compensation for the position by the number of hours credited as being the defined "regular season" of the activity. The "regular season" for those activities without a overseeing organization's defined season will be determined by the Co-Curricular Compensation Committee.
- D.3.6 **Co-Curricular Compensation Committee.** This committee shall make all final determinations for ongoing placement and non-financial adjustments to the compensation model.
- A. **Membership.** The committee shall consist of at least one (1) SEA representative appointed by the SEA Executive Board, one (1) head coach, one (1) director, one (1) advisor, one (1) assistant coach, (1) assistant director or advisor, and three (3) appointees of the Superintendent.
  - B. **Purpose.** The purpose of this committee is to periodically review the compensation model for fairness and applicability and to make recommendations for changes in time for each round of collective bargaining.
- D.3.7 **Appeal Process.** If a coach/director/advisor believes there is a problem that needs to be addressed with the compensation model for his/her assignment, s/he may make an appeal to the Co-Curricular Compensation Committee for review. The committee will review each appeal and will interview affected individuals as needed. All decisions of the committee on these appeals will be final.
- A. **Timeline.** Appeals must be submitted by the coach/director/advisor to the committee no later than the last business day of January in odd years in order for the appeal to be considered for collective bargaining. If necessary a time will be arranged for the coach/director/advisor to meet with the committee to help members better understand the issues and proposed changes.
  - B. **Requirements.** Appeals must include at least the following elements in order to be heard by the committee:
    - **The Issue:** a clear statement of the concern(s) and its impact.
    - **A Proposed Solution and Supporting Rationale/Evidence:** a proposal for resolving the issue that includes specific supporting evidence/rationale.
- Lack of attention to these steps will likely mean no action is taken by the committee.

**D.4 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
\$17/hr	Weight Room Supervisors
\$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)

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

## MEMORANDUM OF UNDERSTANDING

### PARENT-TEACHER COMMUNICATION/CONFERENCES

WHEREAS, the SEA and the District continue to explore ways to work cooperatively and collaboratively to benefit students, teachers and the mission of the District; and

WHEREAS, the forms and standards for parent communication have changed dramatically since the inception of the current format of parent-teacher conferences and communication; and

WHEREAS, the SEA and the District desire to make economic and intelligent use of public resources; and

WHEREAS, the current parent communication/conference system is not economically efficient throughout the system;

NOW, THEREFORE, the Shakopee Education Association and the Shakopee Public Schools (MN ISD 720) hereby enter into the following agreement:

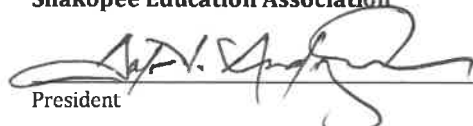
1. For the duration of this contract, the SEA and District will allow schools to use alternative methods of conducting parent communication/conferences.
2. Of the total contract duty days, two days (i.e., 16 hours) will be designated for parent-teacher communication and conferences.
3. In addition to the 16 hours, each site may schedule up to 8 hours of additional parent-teacher communication time within the total contract duty days as decided in agreement between the Building principal and the site's Building Leadership Team (BLT). Those buildings that add additional hours will be released from a proportionate number of hours of professional development on the final District PD day on the school calendar.
4. Each site's principal and BLT must establish their own calendar for parent-teacher communication no later than May 1 prior to the start of the subsequent school year. To recognize the unique needs and cultures of each site, each site will determine which activities will be scheduled as part of this requirement. Activities may include, but are not limited to:
  - a. Traditional parent-teacher conferences
  - b. Targeted conferences
  - c. Office hours (Parent-Teacher communication regarding student performance outside the contract day)
  - d. Open houses
  - e. Curriculum nights
  - f. Online communication
  - g. Other innovative ideas

A site's plan annually must be submitted, for information and review, to the Assistant Superintendent (or their designee), Human Resources Generalist – Licensed Staff, and the SEA President by May 1.

SEA and the District are in agreement with the above language as evidenced by the signatures of their representatives below.

Representative for:

**Shakopee Education Association**

  
\_\_\_\_\_  
President

Date

1/8/2020

**ISD 720, Shakopee Public Schools**

  
\_\_\_\_\_  
ISD 720 Board Representative

Date

1/8/2020

# MEMORANDUM OF UNDERSTANDING

## E-5 CONNECT/ASSESS DAYS

WHEREAS, the SEA and the District continue to explore ways to work cooperatively and collaboratively to benefit students, teachers, and the mission of the District; and

WHEREAS, the expectations for and implementation of assessments to evaluate placement and appropriate education for children have grown dramatically; and

WHEREAS, parents desire to meet their child's teachers, to communicate important understandings about their child to the teacher, and to become familiar with the school environment; and

WHEREAS, the current assessment system does not produce feedback in a timely manner or afford adequate time for effective parent communication;

NOW, THEREFORE, the Shakopee Education Association and the Shakopee Public Schools (MN ISD 720) hereby enter into the following agreement:

1. Early Childhood and Elementary schools use the first two days of the student contact calendar as assessment days where teachers will meet with the students and his/her parent(s) for the purpose of getting to know the student and conducting grade level assessments.
2. The schedule for the two days in each building will be as follows:
  - a. Day 1 | 10 hours (to be scheduled in agreement by the building principal and the building leadership team) (with a 30 break for lunch and dinner each) = max 18 half hour slots
  - b. Day 2 | Normal building hours (with thirty (30) minute lunch) = max 15 half hour slots
  - c. The longer Day 1 replaces open house/curriculum night
3. Each site will establish an online signup system to allow parents to sign up for a 30 minute Connect/Assess meeting with their child's teacher. Parents who do not schedule online will be called by building secretaries to assure that as many students as possible are scheduled for their assessments on these days. If the number of calls needed is large, teaching staff may need to help make these calls.
4. The thirty (30) minute assessment meetings will include at least the following elements:
  - a. Parent-Teacher-Student meet and greet
  - b. Classroom tour
  - c. Parent Interview about their child (paperwork done as the child is assessed)
  - d. Overview of Grade Level Outcomes
  - e. Grade Level Assessment
  - f. Q+A
5. English Learner, High Potential, Young Scholars, Special Education, Intervention, and Specialist Teachers will participate in one or more of the following ways each day:
  - a. Scheduling and conducting specialized assessments as needed (EL, HP, YS, etc.)
  - b. Receiving mandatory or additional training.
  - c. Helping with logistics (e.g. greeting and helping direct parents around the school, conducting tours of the building for new students and families, helping parents with beginning of the year paperwork),
  - d. Working with their PLCs or similar activities.
  - e. Conducting individual conferences which could include assessments or facilitating new registration processes.

SEA and the District are in agreement with the above language as evidenced by the signatures of their representatives below.

Representative for:  
Shakopee Education Association

  
\_\_\_\_\_  
President

Date

1/8/2020

ISD 720, Shakopee Public Schools

  
\_\_\_\_\_  
ISD 720 Board Representative

Date

1/8/2020

# MEMORANDUM OF UNDERSTANDING

## TEACHERS SELECTED AS MINNESOTA TEACHER OF THE YEAR

*This Memorandum of Understanding is entered into between Independent School District No. 720, Shakopee Public Schools ("the District"), and Shakopee Education Association ("SEA"), exclusive representative for teachers in the District.*

Whereas one of Shakopee Public Schools' teachers has been named Minnesota Teacher of the Year (MN ToY), and said teacher will be nominated for National Teacher of the Year by the Minnesota Department of Education; and

Whereas the District and SEA acknowledge that the MN ToY will be an ambassador for students, educators, the teaching profession, public education, and Shakopee Public Schools; and

Whereas the District and SEA recognize that the time and resource commitment required from the MN ToY may be substantial; and

Whereas the District and the SEA understand the necessity of establishing a process for recognizing, compensating, and supporting the additional duties required of any teacher recognized under the Minnesota Teacher of the Year program;

NOW, THEREFORE, Shakopee Public Schools (MN ISD 720) and Shakopee Education Association hereby enter into the following agreement regarding any District teachers selected as Minnesota Teacher of the Year:

1. For the duration of the Teacher of the Year program term, the MN ToY will be granted paid superintendent's discretionary leave for all Teacher of the Year program activities. S/He will continue to be eligible for all benefits available to full-time teachers as outlined in the SEA's Collective Bargaining Agreement with the District.
2. The MN ToY will coordinate scheduling of speaking engagements and other public appearances. The MN ToY will inform the District of these events in a timely manner and will coordinate with designated district staff to reduce disruption of the teacher's work in the classroom.
3. Time spent at speaking engagements, public appearances and other events related to the teacher's duties as Teacher of the Year will be considered paid professional leave and no reduction of the teacher's leave balances shall result. The MN ToY's travel, mileage and other expenses associated with the duties of MN ToY will be reimbursed by Education Minnesota unless the requesting organization agrees to directly reimburse the MN ToY or the expense results from a District-directed activity. Claimed expenses and reporting must meet District criteria and comply with District policies in order to be reimbursed.
4. For Teacher of the Year engagements that require the MN ToY to schedule a substitute teacher for his/her class(es), the teacher will inform his/her principal of the events and will code these absences as professional leave. S/He shall not have any leave balance deductions for Teacher of the Year responsibilities, nor shall s/he be expected to reimburse the District for these costs.
5. The MN ToY shall receive the full speaker/presenter honoraria and expenses for all Teacher of the Year engagements. The District will not be responsible for any MN ToY expenses other than what has been agreed to in advance between the District and the MN ToY.
6. During the school years that follow the MN ToY's term, additional paid professional leave shall be permitted for additional duties as requested by the MN ToY and approved by the Superintendent or his/her designee. Such requests will not be unreasonably denied.
7. In recognition of the MN ToY's significant contributions to the reputation of the District, s/he will receive an additional \$2500 compensation annually for the first two years after being named MN ToY. Beginning in the third year after serving as MN ToY and for each year as long as s/he is employed by the District as a teacher, s/he will receive a \$1000 stipend.

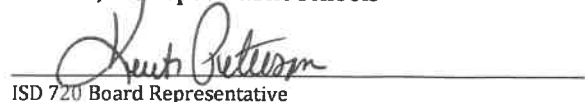
**SEA and the District are in agreement with the above language as evidenced by the signatures of their representatives below.**

Representative for:  
**Shakopee Education Association**

  
President

1/8/2020  
Date

**ISD 720, Shakopee Public Schools**

  
ISD 720 Board Representative

1/8/2020  
Date

# MEMORANDUM OF UNDERSTANDING

## STRETCH CALENDAR

*This Memorandum of Understanding is entered into between Independent School District No. 720, Shakopee Public Schools ("the District"), and Shakopee Education Association ("SEA"), exclusive representative for teachers in the District.*

Whereas some teachers, due to the nature of their job expectations, need to meet with students throughout the whole year, including the summer; and

Whereas other teachers serve in roles where their skills would be best utilized during time frames not included in our standard contract calendar; and

Whereas the District and the SEA wish to see student needs met and teachers' skills utilized in the most efficient and effective arrangements:

NOW, THEREFORE, Shakopee Public Schools (MN ISD 720) and Shakopee Education Association hereby enter into the following agreement regarding the use of a stretch calendar for some employees to be implemented for the 2019-2020 school year:

Article 6, Section 3 will function as follows:

Beginning with teachers hired January 1, 2005 or later, The District may schedule a "stretch calendar" for those whose positions require additional flexibility. Nothing prohibits teachers hired before January 1, 2005 from requesting and being selected to work a stretch calendar.

**6.3.1 Eligibility.** Teachers who:

- A. Work with children that require additional instruction outside the typical contract calendar, such as during the normal breaks of the year including the summer period (e.g. Birth to 3 teachers)
- B. Hold unique positions with expectations best met while utilizing an atypical contract calendar as defined by the District (e.g. District-wide TOSA Coordinators)

**6.3.2 Calendar Development.** Teachers eligible under either of these criteria shall maintain their total contract days at the number set in this agreement. Affected teachers will annually develop their schedules and have them approved by their supervisors. Such calendars will include days off during the regular student contact year, taking into account the needs of the teachers with those of their students, constituents, and the District. Such calendars will be developed and will go through the approval process by the last contract day of the preceding year to the extent possible.

**6.3.3 Calendar with Additional Days.** Teachers in some of these positions may be contracted to work additional days beyond the standard contract to meet the needs of the position, and they will be paid at their daily rate of pay for any additional days required unless such days are used for receiving District-sponsored staff development and/or curriculum writing which will be compensated according to Section 7.4.3.

This MOU will continue in effect until modified by the mutual agreement of the parties by a subsequent MOU or the Collective Bargaining Agreement is modified through the negotiations process.

*SEA and the District are in agreement with the above language as evidenced by the signatures of their representatives below.*

Representative for:  
Shakopee Education Association

  
\_\_\_\_\_  
President

Date

1/8/2020

ISD 720, Shakopee Public Schools

  
\_\_\_\_\_  
ISD 720 Board Representative

Date

1/8/2020



# MEMORANDUM OF UNDERSTANDING

## DISTRICT PD TRAINING OUTSIDE THE CONTRACT DAY AND/OR CALENDAR

*This Memorandum of Understanding is entered into between Independent School District No. 720, Shakopee Public Schools ("the District"), and Shakopee Education Association ("SEA"), exclusive representative for teachers in the District.*

Whereas the District and SEA both recognize the importance of high-quality professional development for the improvement of teacher practice and on outcomes for students; and

Whereas the District has invested significant resources in developing its Instructional Framework for Personalized Learning and its Characteristics of a Shakopee Educator; and

Whereas both the District and SEA understand the significant value of providing collegial, pedagogical, and curricular support to teachers early in their careers and throughout the stages of their careers:

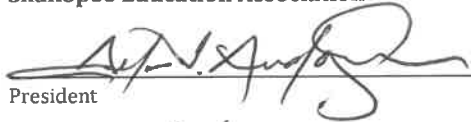
NOW, THEREFORE, Shakopee Public Schools (MN ISD 720) and Shakopee Education Association hereby enter into the following agreement regarding the use of credits for lane changes from specific District-sponsored and approved professional development outside the contract day or calendar to be implemented beginning with the 2019-2020 school year:

- 7.3.2 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 or be specifically identified District professional development credits approved for lane changes.
- 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 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.

- 7.3.3 **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 Section 7.3.2.A - I above or through specifically identified District-sponsored and approved professional development outside the contract day or calendar. College credits not accepted by the granting institution for their own graduate programs shall not be applied to lane changes.
- 7.3.4 **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 with the exception of specifically identified District-sponsored and approved professional development outside the contract day or calendar.
- 7.3.5 **Credits Submission Deadline.** Individual contracts will be modified to reflect qualified lane changes effective the first of the month following the month 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.
- 7.3.6 **Credit Qualification.** College or specifically identified District-sponsored and approved professional development 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.
- 7.3.7 **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.

*SEA and the District are in agreement with the above language as evidenced by the signatures of their representatives below.*

Representative for:  
Shakopee Education Association

  
\_\_\_\_\_  
President

Date

1/8/2020

ISD 720, Shakopee Public Schools

  
\_\_\_\_\_  
ISD 720 Board Representative

Date

1/8/2020

# MEMORANDUM OF UNDERSTANDING

## REMOTE WORK DAYS

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*This Memorandum of Understanding is entered into between Independent School District No. 720, Shakopee Public Schools ("the District"), and Shakopee Education Association ("SEA"), exclusive representative for teachers in the District.*

Whereas teachers have contract rights for a work day at the end of each semester; and

Whereas the second quarter work day in January of 2019 was effectively a remote work day due to it being designated as a CoLDay due to inclement weather; and

Whereas the District and SEA did not experience any difficulties with the function and implementation of that remote work day; and

Whereas the District and the SEA wish to see student needs met and teachers' skills utilized in the most efficient and effective arrangements:

NOW, THEREFORE, Shakopee Public Schools (MN ISD 720) and Shakopee Education Association hereby enter into the following agreement regarding the use of remote work days for the 2019-2021 contract period:

Article 5, Section 6 will be revised by this document to read as follows:

### **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. Teachers have the option to work remotely/tele-commute on these days provided they complete grading tasks by the building administrators' assigned deadlines.

This MOU will continue in effect until modified by the mutual agreement of the parties by a subsequent MOU or the Collective Bargaining Agreement is modified through the negotiations process.

***SEA and the District are in agreement with the above language as evidenced by the signatures of their representatives below.***

Representative for:  
Shakopee Education Association

  
\_\_\_\_\_  
President

10/31/19  
\_\_\_\_\_  
Date

ISD 720, Shakopee Public Schools

  
\_\_\_\_\_  
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11-18-19  
\_\_\_\_\_  
Date

